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

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Claire Fisher, Executive Director, Secondary Instruction

Meeting Date May 27, 2025

Subject Curriculum Adoption for Ethnic Studies

Ask of the Board Adoption by the Board of Education of Resolution No. 2425-0219, selection and purchase of the following curricular materials:

- 1) Ethnic Studies Syllabus
- 2) OUSD Ethnic Studies Reader

Background **Need for Updated Ethnic Studies Curriculum**

Providing teachers and students with 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.

Ethnic Studies (ES) in Oakland was born out of student activism at Castlemont High School, who demanded that the stories of their communities be reflected in the classroom. The first official Ethnic Studies course launched in 2015. Since then, students, educators, and community members have collaboratively developed Ethnic Studies standards, a framework, pedagogical commitments, and a shared vision statement. Teachers have played a central role in designing four core units of study that guide ES instruction across the district. Their work is supported by OUSD Board Policies that affirm the importance of Ethnic Studies. Today's curriculum reflects the passion and commitment of this movement—centered on delivering relevant, rigorous, and equitable learning for all students.

In 2025, Ethnic Studies will become a mandatory course for all California 9th graders and a requirement to graduate from high school. Dr. Kyle Beckham, was contracted through OUSD to conduct a thorough review of our prior curriculum in preparation for Board Adoption in Spring of 2025. The work of many amazing and dedicated teachers and TSA's have shaped our current standards and curriculum. We believe that these standards are worthy of achieving for our

students and our core mission in the curriculum revision was to retain those standards, supplement and enhance the learning goals so that all students can access and demonstrate mastery of these standards, and align the Ethnic Studies values and principles.

Dr. Beckham’s audit recommends a focused, equitable, and aligned approach that centers race and racism as core themes. The curriculum should provide a clear and structured introduction to Ethnic Studies, with diagnostic assessments used to gauge students’ prior knowledge and inform instructional scaffolding that ensures equitable access for all learners. Clearly defined academic, social, and political goals should guide instruction, supported by intentional community-building practices and regular celebrations of student growth. Assessment practices must prioritize mastery of content and skills, offer accommodations for diverse learners, and incorporate student choice to promote engagement. Instruction should minimize lecture-based delivery in favor of active, student-centered learning, using structured protocols and standardized lesson planning that connects objectives to assessments and standards. Content should be relevant, timeless, and connected to students’ lived experiences, maintaining a focus on race while introducing intersectionality in a developmentally appropriate way. Teachers should receive sustained support for implementing complex projects like the Taking Action Project, with accessible and centrally managed curriculum materials and regular opportunities for revision based on feedback. Finally, the curriculum should be designed with long-term integration in mind, laying a strong foundation for future coursework and interdisciplinary learning across the district.

This current syllabus and Reader (collection of short texts connected to the units) support the teaching and learning of Ethnic Studies aligned to our mission and vision, along with Dr. Kyle Beckham’s key recommendations of focus, equity and alignment to race and racism.

Discussion

Revision Process

Beginning in 2023, in collaboration with UC Berkeley Department of Education, the Ethnic Studies curriculum in Oakland Unified School District entered a comprehensive audit process. Following this audit, key recommendations were made.

In August 2024, the Ethnic Studies Secondary alignment team—composed of Claire Fisher, Raquel Jimenez, Vonzele Reed, Leah Aguilera, and Berta Guillen—convened to guide the revision process. In addition, a year-long curriculum working group of current Ethnic Studies teachers was established. Goals for the working group were to review Dr. Beckham’s recommendations, pilot lessons, and course alignment.

In February and March, trial lessons of unit 2 began at Oakland High School in partnership with Jenny Clark, Ethnic Studies educator. Lesson pilot included reviewing sources, student engagement feedback, co-teaching, observation and post observation reflection and modifications to improve student learning. Following the completion of pilot lessons, Ethnic Studies TSA hosted a student -focused listening session.

In Spring 2025, key presentations and community engagement events included a Principal Leadership Meeting, a Family Engagement session, and a forthcoming public review of syllabi and course readers.

Fiscal Impact

We are not purchasing a curriculum from a vendor, nor asking for partnership for ongoing PD. This curriculum is unique in that it was created with our own staff and PD will be facilitated internally. The total cost for the purchase of curriculum and the associated professional learning, illustrated below, is \$61,814.00.

Attachments

- Exhibit A: 2025 Ethnic Studies Executive Summary
- Exhibit B: Ethnic Studies Reader
- Exhibit C: Ethnic Studies Course Syllabus
- Services Agreement – Copy Station, Pleasanton, CA
- Presentation

**Summary of Instructional Materials and Professional Learning Table: 3-Year Contract,
2025-2028**

Professional Learning

Year	Summary of Professional Learning Offerings	Cost
2025-26	Foundation Professional Learning - Training in new curriculum (Start of school year options) for teachers	27 Ethnic Studies teachers \$50/per hour 6.5 hours per day 4 days= \$35,100.00
2025 - 2026	Release Days for Teacher teams to do unit unpacking	\$ 15,000.00
2025 - 2026	Printing of Ethnic Studies 9th Grade Reader	\$11,714.06

Exhibit A

2025 Ethnic Studies Adoption Executive Summary

Beginning in 2023, in collaboration with UC Berkeley Department of Education, the Ethnic Studies curriculum in Oakland Unified School District entered a comprehensive audit process. Following this audit, key recommendations were made.

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In Spring 2025, key presentations and community engagement events included a Principal Leadership Meeting, a Family Engagement session, and a forthcoming public review of syllabi and course readers.

Materials Review

Context of the Materials Review:

To enhance the 9th-grade Ethnic Studies curriculum, Oakland Unified School District contracted Dr. Kyle Beckham, UC Berkeley, to conduct an audit of the existing curriculum. He recommends a focused, equitable, and aligned approach that centers race, racialization, and racism as core themes. The curriculum should provide a clear and structured introduction to Ethnic Studies, with diagnostic assessments used to gauge students' prior knowledge and inform instructional scaffolding that ensures equitable access for all learners. Clearly defined academic, social, and political goals should guide instruction, supported by intentional community-building practices and regular celebrations of student growth. Assessment practices must prioritize mastery of content and skills, offer accommodations for diverse learners, and incorporate student choice to promote engagement. Instruction should minimize lecture-based delivery in favor of active, student-centered learning, using structured protocols and standardized lesson planning that connects objectives to assessments and standards. He recommends that content should be relevant, timeless, and connected to students' lived experiences, maintaining a focus on race while introducing intersectionality in a developmentally appropriate way. He urged OUSD to provide teachers with sustained support for implementing complex projects like Taking Action Project, with accessible and centrally managed curriculum materials and regular opportunities for revision based on feedback. Finally, the curriculum should be designed with long-term integration in mind, laying a strong foundation for future coursework and interdisciplinary learning across the district.

Materials Review: Process and Timeline

2023

- Contract with Dr. Kyle Bekham, UC Berkeley to audit OUSD Ethnic Studies curriculum.
- Ethnic Studies **framework** revised to include pedagogical commitments and standards alignment.

2024

July 2024

- Standards & Equity Institute - Social Studies has a breakout session with few Ethnic Studies educators in attendance
- Ethnic Studies alignment team meets (Claire Fisher, Raquel Jimenez, Vonzele Reed, Leah Aguilera and Berta Guillen)

August 2024

- Orientation and Welcome to Ethnic Studies via Zoom in August 2024. The timeline for the revision and introduction of the Curriculum Team of teachers.

September 2024

- Curriculum working group convenes for the first time. Ground in purpose and vision for the group; create norms and commitments.

October 2024

- Curriculum group convenes on a Release Day.

November

- Release Day #3, November 19, 2024

December:

- Asynchronous Input & Feedback re: Unit 4 (No whole group meeting)
- Student Listening Session at Fremont High School re student experience in Ethnic Studies
- Meeting with the Oakland High Ethnic Studies Team

Spring 2025

January :

- Release Day #4 - January 14, 2025
- Principal Leadership Meeting Presentation - January 16, 2025

February:

- Release Day #5 - February 19, 2025

March:

- Release Day #6 - March 11, 2025
- Office of Equity and Ethnic Studies Family Engagement - March 18, 2025

April:

- Afternoon Release Day - April 18, 2025
- Community Review of Syllabi and Reader April 30 - May 10, 2025

May:

- End of Year Student Survey Administered in Ethnic Studies classes
- Curriculum Group Meets - May 15, 2025
 - Celebrate and input for Professional Learning/Implementation Feedback Phases (Summer and beyond)

Committee Membership

In collaboration with Ethnic Studies TSA, Ethnic Studies teachers from Oakland Tech, CCPA, Fremont, Skyline and MPA participated in monthly Release Days to review the unit development and provide ongoing feedback. They also reviewed the NewsELA Ethnic Studies collection and provided critical feedback to assess the content quality, usability of the materials. Students were also asked for feedback following the implementation of a trial lesson using the NewsELA platform.

Spring Lesson Trials

In December 2024, Oakland High educators met with Ethnic Studies TSA, Berta Guillen, to hear about the curriculum revisions process. In this meeting, a teacher made a wish - could we co-teach lessons from the revised curriculum to enhance her understanding of the shifts proposed? In Spring 2025, Ethnic Studies TSA Berta Guillen and Ethnic Studies teacher Jenny Clark co-taught four lessons from a unit on power, privilege and Oppression. The results are shared below.

Student Reflection Data

Student: "Something that worked well was having a group to share and collaborate with. I think it was well planned and I just need more time for the paper [writing task]"

Student "What worked well for me today in this lesson is getting other people's perspective on what they think power is."

Ethnic Studies TSA conducted a post trial, listening session with Oakland High students. Students were given an opportunity to reflect on belonging in the classroom, the trial lessons and then viewed the end of the unit task source. Some key suggestions shared were:

Student "I need more options in sharing what I've learned - art, drawing, creativity - I want to be able to show what I know in different ways."

Student, "What if we broke the Four I's of Oppression concepts one day at a time, with like more examples? That would help me really understand it."

Qualitative Teacher Reflection Data

Jenny Clark, Oakland High School Ethnic Studies teacher says, “ [It was a] good thing that the lessons included student talk, but it may have cut down on time for the writing tasks. Needed more time for the writing tasks. However, the goal is to slow down the pacing so they have the time to complete the writing.”

She goes on to say that a strength was that “Berta instructed as she had planned (In Period 2) while Clark took notes in order to pivot. Tracking the evolution of the lessons was the best part of their experience. Together we were able to see what worked, what did not and adjust in real time. “ Jenny shared with the Oakland High team the importance and power of having an opportunity to observe the lesson taught, co-teach in the second period, in order to have the confidence to teach on her own in the final period of the day.

Teacher’s Review of Ethnic Studies Syllabi

Teacher Medina, “ I am interested in using it next year. I like that we tested four of them (lessons) and wrote down areas that didn’t work well. More questions will arise as I start using it more.”

Teacher Kurose, “Looking at the lessons, I think it's rigorous, lots of opportunities for student talk. Like seeing the questions students are asking, like that strategy and asking their questions, shows their interest in what they want to learn and demonstrates their agency.”

Teacher’s Review of ES Reader

The reader emphasizes “That literacy and reading is a part of this course ... it’s a chance to emphasize literacy”

The Reader presents an opportunity to articulate the liberatory purpose of education and Ethnic Studies. Literacy and Ethnic studies go hand in hand. As June Jordan said, Literacy is a political act. This tracks from Unit 0 through Unit 1. (paraphrased)

Exhibit B



Ethnic Studies Reader (DRAFT 2024 - 2025)

Land Acknowledgement

I ACKNOWLEDGE

Huichin, the unceded land of the Lisjan Ohlone people and to whom this land belongs. The Lisjan Ohlone are still here and speak the Chochenyo language.

I STAND

in solidarity with all indigenous people and their right to self-determination and justice by recognizing the treaty rights and indigenous people as the rightful stewards of this land.

I COMMIT

to working toward the healing of the generational trauma, theft and dispossession Native peoples' have faced and continue to face by listening to and supporting current needs of the indigenous community

(AUDIO) [My Ancestors' Home w Corrina Gould](#)

Land acknowledgment in Mam

Ethnic Studies OUSD Vision Statement:

Ethnic Studies in OUSD is committed to supporting the critical consciousness, self-determination, agency, and humanization of all people by:

- honoring histories and cultures of racially marginalized groups
- employing multiple disciplines and perspectives to critically analyze systems of oppression
- promoting action in solidarity
- positively transform students' lives and communities¹

¹ OUSD Ethnic Studies Vision

This Reader is organized by units. At the end of each reading, you will find a reference to the Ethnic Studies theme.

Unit 0:

- Ethnic Studies 6 Principles , Design by Ashia Bomani Ojore, Ethnic Studies SFUSD (Theme IOC)
- In Lake'ech Classroom Poster Inspired by the poem *Pensamiento Serpentino* by Luis Valdez (Theme IOC)
- Ethnic Studies Born in the Bay Area by Asal Ehsanipour, Bay Curious KQED (Theme IOC)
- “What’s In a Name?” by Sandra Cisneros (Theme IOC)

Unit 1:

- The Dangers of a Single Story *Transcript* by Chimamanda Adichie (Theme IOC)
- Levels of Culture by Zaretta Hammond
- Community Cultural Wealth by Tara Yosso (Theme IOC)
- Oakland Notes on the History of Mam Mayan Language by Javier Armas, Chicano Studies teacher at Fremont High School and Oakland High School (Theme IOC)
- Introduction to History of Mam Mayan Language by Miguel Ortiz Martin, Skyline High School Student (Theme IOC)
- Narrative and Counter Narrative (see source for authors)
- An overview of intersectionality by NewsELA
- First Encounters with Race and Racism (NYT) - ALL (see source for authors)

Unit 2:

- Expressions of Power, Framework from Integrated Civic Actions Project, UC Berkeley
- Tales of Asians’ Success in America Overlook Immigrants Living on the Edge by NewsELA Staff
- Four I’s of Oppression by John Bell (Theme PPO)
- “I.C.E. - El Hielo” Song Lyrics by La Santa Cecilia (Theme PPO)

Unit 3:

- The Cycle of Liberation by Bobbie Haro (The Diagram)
- Pedagogy of Oppressed, Chapter 2 by Paulo Freire pg. 73 (Theme R&L)
- An Indian Father's Plea by Robert Lake

Unit 4:

- "The Power of Stories: The Dreamers and Immigrant Rights - Chapter 4" of When We Fight We Win by Greg Jobin - Leeds and AgitArte (Theme TA)
- "Civil rights icon Huerta has advice for a new generation of activists" by NewsELA (Theme TA)
- How the Parkland Students Pulled off a Massive National Protest in Only 5 Weeks (Theme TA)

Exhibit C



Syllabus

Introduction to Ethnic Studies - 9th Grade

Vision Statement: Ethnic Studies in OUSD is committed to supporting the critical consciousness, self-determination, agency, and humanization of all people by:

- ★ honoring histories and cultures of racially marginalized groups
- ★ employing multiple disciplines and perspectives to critically analyze systems of oppression
- ★ promoting action in solidarity
- ★ positively transform students' lives and communities²

The foundational values of ethnic studies are housed in the conceptual model of the “double helix” which interweaves *holistic humanization* and *critical consciousness*. Humanization includes the values of love, respect, hope and solidarity. Critical consciousness is a developed awareness in analyzing oppressive systems which fosters a sense of agency.³ In this class, students will engage with multiple disciplines, diverse perspectives, and interactive projects to deepen their understanding of systems and their own agency.

Course-Level Inquiry Question:

In what ways am I empowered and knowledgeable to act on social issues that are important to me and my communities in order to challenge racism and promote new narratives of hope and healing?

What does a truly liberatory education look like for our communities today?

Course Themes:

² OUSD Ethnic Studies Vision

³ CA Model Curriculum, pg 15

<ol style="list-style-type: none"> 1. Identity, Origins, and Culture 2. Power, Privilege and Oppression 3. Resistance and Liberation 4. Taking Action for Change 	
Key Concepts & Content	Historical Case Studies (not an exhaustive list, teachers may need to amend depending their student populations)
<ul style="list-style-type: none"> • Community Circles • Ancestor Acknowledgments • Race and racism • Ethnic Studies origins and legacy • Migration and Origin Stories of Self & BIPOC communities • Roots and aspects of Culture • Storytelling - Counternarratives • Community Cultural Wealth (Yosso) • Intersectionality (Crenshaw) • Four I's of Oppression (Bell) • Banking model of Education (Freire) • Expressions of Power Framework (ICA UC Berkeley) • Cycle of Liberation (Harro) 	<ul style="list-style-type: none"> • Historical Case studies <ul style="list-style-type: none"> ○ US Boarding Schools ○ Occupation of Alcatraz (1970) ○ Wesminster v Mendez (1946) ○ The Black Panther Party (1966) ○ Brown Berets (1967) ○ The United Farm Workers (UFW) (1962) ○ Stonewall Riots (1969) ○ Tape v Hurley (1885) ○ Chinese Exclusion Act (1882) ○ Japanese Internment (1942 - 45) ○ East LA Student Walkouts • Contemporary movements <ul style="list-style-type: none"> ○ Black Lives Matter (2013) ○ The Dreamers and Immigrant Rights (2021) ○ Local History and Oakland Movement Leaders

Course Units & Essential Question Alignment

Course Units	Unit Key Topics/Content Covered	Connection to Course Question
<i>Essential Unit Question</i>		
Unit 0 - Origins of Ethnic Studies (1 - 2 weeks)	<ul style="list-style-type: none"> • Ethnic Studies origins and roots • Community building and establishing agreements 	This unit introduces the purpose and history of Ethnic Studies by centering marginalized experiences and the

<p>EQ: How can learning from the struggles and visions of the Third World Liberation Front help us build a classroom and school community rooted in justice, trust, and belonging?</p>	<ul style="list-style-type: none"> • Ethnic Studies Principles - The Six C's <p><i>End of Unit Task:</i> Summary of ES origins and roots</p> <p>Core Texts: Ehsanipour, Asal. "Ethnic Studies: Born in the Bay Area from History's Biggest Student Strike" (2020) Yosso, Community Cultural Wealth</p>	<p>legacy of the Third World Liberation Front. Students will create site-based, culturally relevant community agreements to build trust, with each school adapting this work to reflect its unique culture and structures.</p>
<p>Unit 1 - Who Am I? (4 - 6 weeks)</p> <p>EQ: Who am I? How does race and racism affect and shape my experience and the experience of others?</p>	<ul style="list-style-type: none"> • Origins and Identity • Race as Social Construct • Community Cultural Wealth • Intersectional Identities • Dominant and Counternarratives <p><i>End of Unit Task:</i> Who Am I with letter presentation, AutoEthnography, Community Cultural Wealth Box</p> <p>Core Texts: Chimamanda Ngozi Adichie, <i>Danger of a Single Story</i> (2009)</p> <p>Armas, Javier. <u>Oakland Notes on the History of Maya - Mam</u>. Chapter 7</p>	<p>This unit answers the question, "Who Am I?" and also pushes students to place high value on their cultures and their ways of knowing. It also helps students answer the question of "How race has shaped me and others" and thereby building empathy for experiences different than their own. By ending the unit with community cultural wealth and narrative writing, students will uplift and affirm their origin stories and cultures.</p>
<p>Unit 2 - Power, Privilege Oppression (4 weeks)</p> <p>EQ: How might I disrupt harmful narratives about myself or other racial identity groups in order to reframe?</p>	<ul style="list-style-type: none"> • Expressions of power in Personal and Community Contexts • Understanding Power and Privilege • Four I's of Oppression (Ideological, Institutional, Interpersonal, Internalized) • Media analysis and the role of Counterratives • Social Movements and Resistance Strategies <p><i>End of Unit Task:</i> Media Analysis, Social</p>	<p>This unit introduces foundational concepts of Ethnic Studies as it relates to systems of power and more importantly, analyzing their impact on our lives and finding power within and power to challenge the narratives and ideas that uphold those systems.</p>

	<p>Justice Poster</p> <p>Optional: Research Local Organizations and Movement Makers connected to resistance and community empowerment</p> <p>Core Texts: Bell, John. <i>The Four I's of Oppression</i> (2013) La Santa Cecilia, "I.C.E - Hielo" (2016)</p>	
<p>Unit 3 - Agents of our own Education (6 - 8 weeks)</p> <p>EQ: What role have schools played in the US histories of domination and resistance?</p>	<ul style="list-style-type: none"> Schools as sites of Oppressive systems and sites of Resistance - Case Studies Paulo Freire's concepts: Banking Model of Education vs/ Problem Posing Personal Reflection: Role of educators and school in My Life Optional Extension: Comparative Education - US model of education versus another International Country <p>End of Unit Task/Project: Writing in response to Essential Question, Socratic Seminar, We Teach Lesson Presentations</p> <p>Core Texts: Film, "The School: Hintil Ku'u Ca" & Lesson Guide Freire, Paulo. Excerpts from Pedagogy of the Oppressed</p>	<p>This unit invites students to critically examine the education system, explore how it has impacted racial identity groups through oppression and resistance. Students will also reflect on their own experiences and take action in their educational lives. Students will also respond to and take action in their own educational lives.</p>
<p>Unit 4 - Taking Action Project* (6 - 8 weeks)</p> <p>EQ:</p>	<ul style="list-style-type: none"> Case Studies: Social Movements Integrated Civic Actions Projects Tactics for Change <p>End of Unit Task: Mini Capstone (Problem Statement, Research Action Proposal, Final Presentation)</p> <p>*modifications may be made for smaller school sites*</p>	<p>This unit invites students to critically examine the education system, exploring how it has impacted racial identity groups through oppression and resistance. Students will also reflect on their own experiences and take action in their educational lives.</p>

	<p>Core Texts:</p> <p>Jobin-Leeds, Greg and AgitArte. “The Power of Stories: The Dreamers and Immigrant Rights”, selected excerpts, 2016</p> <p>“Civil Rights icon Dolores Huerta has advice for a new generation of activist”, NewsELA Ethnic Studies collection</p>	
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Expectations & Assessments:

- Participation in 1:1/whole group discussions, collaborative activities, cultural energizers & community building
- Reflection journals and personal storytelling projects
- Research and critical analysis writing assignments
- Creative expression and public presentations
- Civic action projects and advocacy work

Supplemental Curriculum: NewsELA, California Ethnic Studies Collection.

**RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
No. 2425-0219**

**Adoption of/Implementation of Ethnic Studies Reader and Syllabus, Classroom Instructional
Materials, Grade 9**

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 Ethnic Studies;

WHEREAS, pursuant to Assembly Bill 101 the Board shall select instructional materials for Ethnic Studies upon determining that the materials are:

- Appropriate for use with pupils of all races, religions, nationalities, genders, sexual orientations, and diverse ethnic and cultural backgrounds, pupils with disabilities, and English learners
- Not reflect or promote, directly or indirectly, any bias, bigotry, or discrimination against any person or group of persons on the basis of any category protected by Section 220.
- Not teach or promote religious doctrine.

WHEREAS, the Ethnic Studies working group composed of classroom teachers, teachers on special assignment and district content specialists and piloting teacher, reviewed Ethnic Studies curriculum for potential use in District schools. found the following to meet the standards for adoption, therefore, the following syllabus and Reader is recommended for adoption by the Governing Board.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby finds that the Ethnic Studies syllabus and Ethnic Studies Reader, meet the standards for adoption and hereby selects these instructional materials for use in District 9th grades classes; and

BE IT FURTHER RESOLVED that the Board authorizes a Services Agreement with Copy Station, Pleasanton, CA, for first year cost in an amount not to exceed \$11,714.06 for the

implementation of the classroom instructional materials, as follows, subject to condition, if any stated herein:

- a) The Board hereby approves the Services Agreement by and between the District and Copy Station, Pleasanton, CA for first year printing cost of the adopted Ethnic Studies 9th Grade Reader, at a cost not to exceed \$11,714.06 , for the term July 1, 2025 through June 30, 2026; the estimated annual cost thereafter is \$11,714.06, less or more, for which an annual contract, if use of materials is continued, shall be brought to the Board for approval;
- b) The Board further authorizes an amount not to exceed \$50,000.00, for the 2025-2026 School Year, for teacher extended pay through District payroll for implementation of (training on) the adopted curriculum and 9th Grade Reader for 9th grade.

Passed by the following vote:

PREFERENTIAL AYE:

PREFERENTIAL NOE:

PREFERENTIAL ABSTENTION:

PREFERENTIAL RECUSE:

AYES:

NOES:

ABSTAINED:

RECUSE:

ABSENT:

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District, held on June 4, 2025.

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brohard
President, Board of Education

Kyla Johnson-Trammell
Secretary, Board of Education



SERVICES AGREEMENT

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

The PARTIES hereby agree as follows:

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

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

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

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. Data and Information Requests.

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

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

8. **Confidentiality and Data Privacy.**

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

9. **Copyright/Trademark/Patent/Ownership.** Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under this AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Alignment and Evaluation.**

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

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

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

15. Qualifications, Training, and Removal.

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

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

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

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

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

19. **Incident/Accident/Mandated Reporting.**

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

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

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

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

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

21. **Conflict of Interest.**

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

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

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

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

24. **Indemnification.**

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

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

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

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

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

REST OF PAGE INTENTIONALLY LEFT BLANK

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

VENDOR

Name: Greg Holtz Signature: _____
Position: Owner, CEO of Copy Station Date: 4/30/2025

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

OUSD

Name: Sondra Aguilera Signature: Sondra Aguilera
Position: Chief Academic Officer Date: 5/20/2025
☐ Board President (for approvals)
☒ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: _____
Position: Superintendent and Secretary, Board of Education Date: _____

Template Approved as to form by OUSD Legal Department

**SERVICES AGREEMENT
EXHIBIT A**

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

VENDOR: Copy Station

1. **Services.** Describe the SERVICES VENDOR will provide: Ethnic Studies 9th Grade Reader

2. **Term.**
 - a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.
Start Date: 4/30/2025
 - b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.
End date: 6/30/2025
3. **Compensation.**
 - a. The basis for payment to VENDOR shall be:
☐ Hourly Rate: _____ per hour
☐ Daily Rate: _____ per day
☐ Weekly Rate: _____ per week
☐ Monthly Rate: _____ per month
☐ Per Student Served Rate: _____ per student served
☐ Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): _____

 - b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.
Not-To-Exceed Amount: \$11,714.06

13. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

With a copy via email: ousdlegal@ousd.org

VENDOR

Name/Dept: Greg Holtz, CEO

Address: 7026 Koll Center Parkway Suite 207

City, ST Zip: Pleasanton, CA 94566

Phone: 510-566-6119

Email: greg@copystation.com

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

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

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

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

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

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

4/30/2025

OUSD - 9th Grade Fall Readers - 2025

TO: Berta Guillen, OUSD
FROM: Greg Holtz, Copy Station

RE: 9th grade fall printing quote

Hi Berta,
We look forward to helping with your 2025 printing needs. Based on your specifications, there will be 1700 readers printed (50 pages) printed double sided and coil bound with clear fronts and black vinyl backs:

85,000 B&W prints @ .08 = \$6,800.00
1700 coil binding (clear front/black vinyl back) @ 2.25 = \$3,825.00
SUBTOTAL - \$10,625.00
TAX - \$1,089.06
TOTAL - \$11,714.06

Pricing includes all printing, finishing, packaging and delivery to Oakland. We could have everything printed within any deadline. We understand there will be many different locations/schools to drop off the items. Please feel free to reach out with any questions.

-Greg Holtz
Copy Station
510-566-6119