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

## Board Cover Memorandum

**To:** Board of Education

**From:** Teaching and Learning Committee  
VanCedric Williams, Chairperson  
Jennifer Brouhard, Member  
Patrice Berry, Member

**Meeting Date:** June 4, 2025

**Subject:** 10th-12th Grade Advanced Placement History/Social Studies Curriculum

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**Ask of the Board** Adoption by the Board of Education, upon the recommendation by the Teaching and Learning Committee, of Resolution No. 2425-0044 - 10th-12th Grade Advanced Placement History/Social Studies Curriculum.

*McGraw Hill Social Studies* course materials for High School Advanced Placement History/Social Studies courses, grades 10-12;

1. Bentley Traditions and Encounters (World Studies);
2. Harrison American Democracy Now AP ED (American Government);
3. Brinkley, American History AP ED (United States History).

**Background** Need for Updated Social Studies 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.

## Background

In the spring of 2024 OUSD adopted the Teacher Curriculum Institute (TCI) curriculum for social studies courses for grade 10-12. To continue our support of students in developing reading, writing and critical thinking skills needed for college, career and community, we must provide our teachers with high-quality, relevant and engaging curriculum, the ongoing professional development and coaching they need to effectively use the materials. This is true for students who are enrolled in advance placement (AP) social studies courses as well.

The three most common AP social studies courses in OUSD high schools—United States History, World History, and Government—rely on outdated textbooks: *World History: Traditions & Encounters* (2006), *America Past and Present* (7th Edition, 2004), and *American Government: Continuity and Change* (2002). These materials no longer align with current approaches to teaching AP social studies. To fill the gap, teachers often rely on online resources or purchase materials themselves, many of which lack College Board approval, full accessibility to the content for teachers and students. Updating these resources is essential to support teachers and ensure all students are fully prepared for AP exams.

## Discussion

### Selection Process

In collaboration with high school AP social studies teachers, the Social Studies Coordinator reviewed materials from three publishers. Starting in spring 2024, the team evaluated print and online resources using criteria informed by student and teacher feedback, as well as expert curriculum reviews, to identify the best fit for rigorous and relevant AP instruction across OUSD.

In fall 2024, the committee recommended piloting McGraw Hill AP Social Studies instructional materials in classrooms. Three teachers from two high schools participated in the trial, which began in December 2024, using the materials during their scheduled AP social studies units.

In January 2025, the teacher completed the trial, evaluating the materials for accessibility (both print and digital), rigorous reading and writing opportunities, and a comprehensive digital library of supplemental resources to support instruction and AP test preparation.

## Fiscal Impact

The funding for the cost of instructional materials and professional learning will be from LCFF Supplemental & Concentration Carryover and annually from CA State Lottery Funds. The total cost for the purchase of curriculum and the associated professional learning, illustrated below, is \$104,397.33.

**Summary of Instructional Materials Costs: Three Year  
Contract, 2025-2028**

<b>Year</b>	<b>Summary of Materials to be Purchased</b>	<b>Quantity</b>	<b>Costs</b>
<b>2025-28 Digital Bundles Student text (hardcopy)  Test Prep supplements</b>	1. McGraw Hill Advanced Placement  AP World History BENTLEY TRADITIONS AND ENCOUNTERS 2023 7e	<b>113 Students</b>	<b>\$18,902.64</b>
	2. McGraw Hill Advanced Placement AP American Government HARRISON AMERCN DEMCRCY NOW AP ED 2022 7e	<b>211 Students</b>	<b>\$45,262.50</b>
	3. McGraw Hill Advanced Placement United States History BRINKLEY, AMERICAN HISTORY AP ED 2023 16e	<b>250 Students</b>	<b>\$37,815.42</b>

## Curriculum Adoption for 10-12 Advanced Placement Social Studies

<b>2025-28 Print and Online Teacher Editions</b>	1. Teacher Editions McGraw Hill Advanced Placement AP World History BENTLEY TRADITIONS AND ENCOUNTERS 2023 7e (5 teachers)	5 Teachers	<b>\$ Free Materials</b>
	2. Teacher Editions McGraw Hill Advanced Placement AP American Government HARRISON AMERCN DEMCRCY NOW AP ED 2022 7e ( 5 Teachers)	5 Teachers	<b>\$ Free Materials</b>
	3. Teacher Editions McGraw Hill Advanced Placement United States History BRINKLEY, AMERICAN HISTORY AP ED 2023 16e (5 Teachers)	5 Teachers	<b>\$ Free Materials</b>

## Curriculum Adoption for 10-12 Advanced Placement Social Studies

	Shipping & Handling		<b>\$464.78</b> <b>\$899.51</b> <b>\$1,052.48</b>  <b>Total:</b> <b>\$2,416.77</b>
	<b>Total=</b>		<b>\$104,397.33</b>

**Summary Table: 3 Year Contract , 2025-2028**  
**Professional Learning**

<b>Year</b>	<b>Summary of Professional Learning Offerings</b>	<b>Cost</b>
<b>2025-26</b>	McGraw Hill Professional Learning and Train the Trainer Services (1 to 2 Days)	<b>15 AP history teachers</b>  <b>\$50 per hour,</b> <b>6.5 hours a</b> <b>day, 4 days =</b> <b>\$4,875.00</b>

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**RESOLUTION  
OF THE  
BOARD OF EDUCATION  
OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 2425-0044

**10th-12th Grade Advanced Placement History/Social Studies Curriculum**

**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 10-12th Grade;

**WHEREAS**, the Governing Board shall select instructional materials for use in grades 10-12th 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 10-12th grade Advanced Placement Social Studies courses upon determining that the materials are:

- Aligned to applicable academic content standards;
- Are provided by publishers that comply with legal requirements;
- Do not reflect adversely upon persons because of their race or ethnicity, gender, religion, disability, nationality, sexual orientation, occupation, or other characteristic listed in Education Code 220, nor contain any sectarian or denominational doctrine or propaganda contrary to law;
- Reflective of California's multicultural society, avoid stereotyping, and contribute to a positive learning environment;
- Are accurate, objective, current, and suited to the needs and comprehension of district students at their respective grade levels;
- With the exception of literature and trade books, use proper grammar and spelling;
- Do not expose students to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate;
- Support the district's adopted courses of study and curricular goals;
- Contribute to a comprehensive, balanced curriculum;

- Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities and developmental levels;
- Include materials that stimulate discussion of contemporary issues and improve students' thinking and decision-making skills;
- Contribute to the proper articulation of instruction through grade levels;
- Have corresponding versions available in languages other than English as appropriate;
- Include high-quality teacher's guides;
- Meet high publishing standards in terms of the quality, durability and appearance of paper, binding, text and graphics;
- Upon adoption of standards by the SBE, not exceed maximum textbook weight standards;
- Meet the standards for social content that portray in a realistic manner democratic values, cultural pluralism, and the diversity of the state's population, and emphasize people in varied, positive, and contributing roles;

**WHEREAS**, as summarized in Attachment A, the instructional review committee comprised of teachers 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:

- *McGraw Hill* for Advanced Placement High School History/Social Studies courses, grades 10-12.

**WHEREAS**, expenditures, pursuant to an Agreements between the District and McGraw Hill for High School Advanced Placement History/Social Studies shall not exceed the total amount of \$104,397.33, for the period May, 2025 to July, 2028, for the purchase of 10-12 grades Advanced Placement High School History/Social Studies materials related thereto;

**NOW , THEREFORE, BE IT RESOLVED** that the Board of Education hereby finds that McGraw Hill for High School Advanced Placement History/Social Studies instructional materials meet the standards for adoption and hereby selects McGraw Hill for High School Advanced Placement History/Social Studies for use in District schools; and

**BE IT FURTHER RESOLVED** that the Board approves the Agreement by and between the District and McGraw Hill, for the term July 1, 2025 through June 30, 2028, for Advanced Placement High School History/Social Studies. This Agreement shall not exceed the total amount of \$104,397.33, for the Curriculum Adoption for 10-12 Advanced Placement Social Studies.

**Passed by the following vote:**

PREFERENTIAL AYE:

PREFERENTIAL NOE:

PREFERENTIAL ABSTENTION:

PREFERENTIAL RECUSE:

AYES:

NOES:

ABSTAINED:

RECUSE:

ABSENT:

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**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**

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Jennifer Brouhard  
President, Board of Education

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Kyla Johnson-Trammell  
Secretary, Board of Education

# **Attachment A:**

## **10th-12th HS/SS**

### **Advanced Placement**

#### **Executive Summary**

In spring 2024, the Academics & Instruction team formed a steering committee to evaluate advanced placement social studies materials for AP American Government, U.S. History, and World History. Through a structured review process, including presentations from three educational publishers and assessments using an internal rubric, the committee identified McGraw Hill as the recommended provider for a trial.

In the first semester of 2024, three teachers from two high school AP social studies programs participated in a trial of McGraw Hill Advanced Placement materials. They attended training sessions to navigate the online platform, access content and resources, and integrate assignments seamlessly with Google Classroom.

## Materials Review

**Context of the materials review** The current AP curriculum for U.S. History, World History, and American Government in OUSD relies on outdated textbooks adopted between 2002 and 2006, including *World History: Traditions & Encounters* (2006), *America Past and Present* (7th Edition, 2004), and *American Government: Continuity and Change* (2002). These materials no longer meet College Board standards and do not provide the necessary support for teachers to deliver rigorous, consistent instruction to support students to prepare for the AP exam.

Currently, teachers independently source and vet materials to prepare their instruction, resulting in inconsistent access to information for students. These supplemental resources frequently lack the rigor required to adequately prepare students for the demands of AP coursework and exams.

### Materials Review Process and Timeline

The Academics team began engaging the Oakland Unified high school Advanced Placement Social Studies community around adopting materials for high school courses in fall 2023. What follows is a timeline of stakeholder engagements in this materials review and pilot process.

Date	Activity
August/ December 2023	Stakeholder Engagements <ul style="list-style-type: none"><li>Used OUSD data to learn which high schools offer Advanced placement social studies courses.</li><li>Solicited information from Advanced Placement Social Studies teachers to learn about the type of resources they use to teach their course.</li></ul>
March 2024	Scheduled two Advanced Placement Adoption informationals for AP teachers to attend. <ul style="list-style-type: none"><li>Provided an overview and context to the work to adopt new AP materials</li><li>Recruited teachers to participate in the steering committee<ul style="list-style-type: none"><li>Listen to 3 vendor presentations</li><li>Review and vet each vendor's materials.</li></ul></li></ul>

<b>April 2024</b>	Steering committee participated in three vendor presentations in the Spring of 2024.  <b>April 16th</b> McGraw Hill  <b>April 23rd</b> GALE Cengage National Geographic  <b>April 30th</b> Savvas MyWorld Interactive
<b>May-July 2024</b>	Steering committee submitted reviews of each vendor and made recommendations of their preference. McGraw Hill emerged as the vendor recommended for the trial.

	<ul style="list-style-type: none"> <li>Start the teacher pilot recruitment.</li> </ul>
<b>August-September 2023</b>	<ul style="list-style-type: none"> <li>Teacher trial recruitment</li> <li>Schedule training and trial expectations</li> </ul>
<b>October-November</b>	<ul style="list-style-type: none"> <li>Advanced placement training and support</li> <li>Organized delivery of printed materials for each teacher</li> <li>Meeting with trial teachers to gather data and timeline to complete trial</li> <li>Coordinated digital access for teachers and students use online resources.</li> </ul>
<b>December 2024/January 2025</b>	<ul style="list-style-type: none"> <li>Advanced Placement Trial</li> <li>Visit classroom to see instruction using McGraw Hill materials</li> <li>Schedule meetings with AP teachers to check in about the experience</li> <li>Conducted teacher and student exit interviews</li> </ul>
<b>February 2025</b>	Board Recommendation for adoption.

### Committee Membership

In collaboration with the social studies coordinator, Advanced Placement Social Studies teachers from Fremont, Skyline and Oakland Technical High School participated in the panel to hear the presentations and review the curriculum from the three participating vendors. Over the summer team members reviewed each curriculum using an internal rubric to assess the quality, rigor and usability.

### Criteria for Evaluating Materials

Using data from the surveys and other engagements, and the High School Language and Literacy Framework and Advanced Placement College Board, the committee organizes criteria into four categories for evaluation:

- Curriculum Design
- Student engagement
- Test prep support
- College Board alignment
- Access to rigorous readings
- Primary and secondary sources
- Teacher and student usability

### **Evaluation of Materials**

The teacher team used the above criteria to assess the presentations and resources for the following curriculum vendors.

1. *Gale National Geographic*
2. *Savvas MyWorld Interactive*
3. *McGraw Hill*

### **Vendor Review Process**

Teacher leaders synthesized the criteria from their knowledge of the criteria used by the College Board to approve AP social studies courses. It represents our OUSD hopes for a high quality, framework-aligned curriculum adoption that meets the needs of our diverse students and supports teachers in their long term and daily planning and instruction. We also acknowledge that no single curriculum will be able to meet all criteria, and that ongoing collaboration and teacher input will be necessary to our work.

### **Content:**

**Primary and Secondary Sources:** McGraw Hill resources for the AP United States, World History and American Government provide an extensive set of multimedia primary sources to support analysis.

**Curriculum Design:** Backwards-design curriculum can be organized around recurring themes. Inquiry questions create opportunities to draw connections to the present that reflect the content and skills assessed on advanced placement exams.

**Student Engagement:** Resources can be used to support teachers in making instructional decisions in their lesson planning that are aligned with district goals of elevating student voice in conjunction to providing consistent practice to skills and content knowledge that would be assessed on the advanced placement exams.

**Meaningful Assessments:** High quality formative and summative assessments with a variety of

DOK and document based question prompts similar to the advanced placement exam and writing prompts. As according to UDL principles, provides for multiple means of expressing learning, i.e. varied culminating projects (not all essays)

**College Board Approved:** There are consistent opportunities to read complex text. Resources provide opportunities for teachers to plan instruction to support students in grappling with complex text, writing with evidence, and student discourse.

**Usability:** Teachers and students have access to digital and print resources with ease both on and off campus. Students can access the online platform via clever. Teachers can assign work and readings for students via Google classroom.

**Ease of use for Teachers:** Teachers have digital access and can assign work to students in Google classrooms. Materials are organized in a way that reflects the content areas required by the college board.

In addition to the deeper review of materials, the social studies coordinator met with AP teachers to learn about their approach to daily instruction in their AP courses, the types of resources they use with students, and the current supports available to them and their students to thrive.

### **Selection of Materials for Trial**

At the end of the 3 vendor presentations, the reviews submitted by the AP steering committee revealed that McGraw Hill AP resources would be a good fit for the current conditions of the participating AP programs for the following reasons;

- Consist access to content online and in print
- Supplemental materials to support test prep
- Writing prompts that mirror the AP exam
- A variety of secondary and primary sources to support deep document analysis
- All materials and content meet the criteria set by the College Board

## **Fall 2024 Curriculum Pilot**

### **Pilot Timeline and Process**

In fall of 2024, the social studies coordinator recruited teachers to participate in a trial starting in December 2024 to January 2025. McGraw Hill provided virtual training for our teachers. During the trial, participating teachers engaged in meetings to get training and support from curriculum providers, share feedback with the larger committee, and reflect on their experiences through an exit interview.

## **Student and Teacher Reflection Data**

As the trial came to an end, the teachers completed a reflection to identify pluses and deltas of each curriculum. The criteria of the pluses and delta reflection process are as follows; Curriculum Design, High Expectations, Student Engagement, Access to Complex Text and teacher usability.

During the trial, The social studies coordinator visited participating advanced placement classrooms to observe instruction and to survey students about their experience with the new materials to compare it with other materials and experiences in their class.

## **Qualitative Trial Exit Interviews**

Participating teachers and students were interviewed to reflect on their experience with the materials. The responses teachers and students made about their experiences working with McGraw Hill materials affirmed our decision to recommend this resource to be adopted by the Board of Education.

### Teacher Exit Interview Themes:

#### **Curriculum Design:**

- Content is organized to support teaching and learning
- Units are aligned to college board and advanced placement criteria representative of the AP exam

#### **Student Engagement:**

- Readings are concise and provide students with text based questions and practice exam questions.
- Consistent intentional opportunities to get students to read, write, think and participate in class discussions.
- Resources to support test preparation and argumentative essay practice.

#### **Access the Complex Text:**

- Includes a variety of primary source materials that are built into the units of study.
- Supplemental texts are available
- All readings are grade level appropriate and standards aligned.
- Pictures and graphs also have audio features available.
- Multiple languages offered.

**Teacher Usability:**

- Materials are organized to reflect the scope and sequence of AP courses.
- Practice questions and writing prompts are integrated in each unit.
- Teachers can assign student work via google classroom.
- Teachers can plan instruction using the digital platform or the hard copy text.
- Supplemental materials are available to support practice test prep.

Student Exit Interview Themes-What I liked most about McGraw Hill**Student Engagement:**

- Concise Accessible readings
- Images, maps and captions throughout the readings to support context to what they read
- The digital access in addition to having a hard copy text to use in class.
- Students like having test prep access
  - Assigned by the teacher
  - Available for students to further their understanding and prep for in class or prep for the AP exam.

**Access the Complex Text:**

- "I think it covers information well and is very clear.
- "I liked that there were different sections so I could do the work in parts.

### **Committee Evaluation of McGraw Hill AP Resources:**

Upon review of the artifacts from the curriculum trial, the committee named the following strengths and opportunities of adopting McGraw Hill AP resources:

- Clear alignment with College Board criteria and aligned with AP scope and sequences for each course.
- Consistent opportunities for students to grow as readers, speakers, and writers.
- Helps to create consistency and collaboration of teachers across the district.

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:

1. Foundational professional development to support teacher access
2. Professional development time devoted to building an advanced placement social studies professional learning community to support consistent teacher practice and establish internal support for AP social studies program.

### **Final Recommendation**

Ultimately, throughout the trial the participating teachers agreed that the McGraw Hill advanced placement materials provide adequate content and supplemental materials to plan meaningful, rigorous learning experiences to prepare students for the AP exam outweigh the weaknesses. 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.

It is the recommendation to proceed with the adoption of McGraw Hill advanced placement social studies resources for our 10th-12th AP United States, World history and American Government programs, and to begin implementation of these resources in the fall of 2025.

Thank you for the consideration of our proposal.

Submitted by the High School Social Studies Curriculum Adoption

## 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 McGraw Hill LLC (“McGraw Hill”) together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, McGraw Hill includes (to the extent they exist): McGraw Hill Board members, officers, trustees, and directors; McGraw Hill employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under McGraw Hill direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** McGraw Hill shall provide the services (“SERVICES”) as described in **Exhibit A**.

2. **Term.** The term June 2025-June 30 2028 of this AGREEMENT is established in **Exhibit A**.

3. **Compensation.**

- a. Over the TERM, OUSD agrees to pay McGraw Hill the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to McGraw Hill 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. McGraw Hill agrees that it shall not expect or demand compensation for the performance of such SERVICES.
- c. McGraw Hill 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 McGraw Hill 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)~~ thirty (30) days after McGraw Hill 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 McGraw Hill, shall in no way lessen the liability of McGraw Hill 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 McGraw Hill’s performance does not conform to the requirements of this AGREEMENT, McGraw Hill agrees to correct its performance without delay.

**4. Invoicing.** Invoices furnished by McGraw Hill 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: McGraw Hill , McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605, invoice date, invoice number, purchase order number, PD ISBN if applicable ~~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,~~ and 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 McGraw Hill of the missing items; McGraw Hill 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 McGraw Hill in writing and the new or modified requirements shall be mandatory upon receipt by McGraw Hill of such notice.~~
- e. To the extent that McGraw Hill has described how the SERVICES may be provided both in-person and not in-person, McGraw Hill'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 McGraw Hill 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 McGraw Hill's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to McGraw Hill to suspend this AGREEMENT, in which case McGraw Hill shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate McGraw Hill for the SERVICES satisfactorily provided through the date of suspension.

**6. Termination.** Upon termination consistent with this Paragraph (Termination), McGraw Hill shall provide OUSD with all data and materials ~~produced, maintained, or collected~~ specifically created for OUSD by McGraw Hill pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form. In no event will any McGraw Hill content developed before or apart from this AGREEMENT be included in work product and McGraw Hill will retain sole ownership of independent or pre-existing materials.

- a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to McGraw Hill. OUSD shall compensate McGraw Hill 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. McGraw Hill shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief. Fees paid in advance of service subscriptions are non-refundable for the subscription period in progress at the effective date of termination.

- 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. McGraw Hill shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief. McGraw Hill shall be entitled to receive compensation for services and/or supplies delivered to and accepted by OUSD pursuant to the AGREEMENT prior to the effective date of termination.
- 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 McGraw Hill to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to McGraw Hill. 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. McGraw Hill 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 McGraw Hill for the SERVICES satisfactorily provided through the date of termination.

## **7. Data and Information Requests.**

- a. McGraw Hill shall timely provide OUSD with any data and information OUSD

reasonably requests related to the provision of the SERVICES.

- b. McGraw Hill shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to McGraw Hill in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when McGraw Hill's programs and school site(s)

*OUSD Services Agreement - Exhibit A*  
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change (either midyear or in subsequent years), McGraw Hill shall promptly update the information in the database.

#### **8. Confidentiality and Data Privacy.**

- a. OUSD may share information with McGraw Hill pursuant to this AGREEMENT in order to further the purposes thereof. McGraw Hill and McGraw Hill 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. McGraw Hill understands that student data is confidential. McGraw Hill or McGraw Hill INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after McGraw Hill and OUSD execute (i) a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E, if McGraw Hill is a software vendor, or (ii) the OUSD Data Sharing Agreement, if McGraw Hill is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should McGraw Hill or McGraw Hill INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, McGraw Hill 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 McGraw Hill that existed prior to execution of this AGREEMENT, McGraw Hill 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 McGraw Hill in connection with the SERVICES performed under this AGREEMENT. McGraw Hill 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

McGraw Hill prior written consent, use McGraw Hill'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.

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- a. McGraw Hill 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 McGraw Hill or McGraw Hill 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 McGraw Hill or McGraw Hill INDIVIDUALS, and (ii) announced and unannounced observance of McGraw Hill or McGraw Hill INDIVIDUALS.

~~11. **Inspection and Approval.** McGraw Hill 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 McGraw Hill must meet the approval of OUSD, and OUSD reserves the right to direct McGraw Hill 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.** McGraw Hill 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. McGraw Hill, in the performance of this AGREEMENT, shall be and act as an independent contractor.
- b. If McGraw Hill is a natural person, McGraw Hill verifies all of the following: (i) McGraw Hill is free from the control and direction of OUSD in connection with McGraw Hill's work;  
(ii) McGraw Hill's work is outside the usual course of OUSD's business; and (iii) McGraw Hill 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 McGraw Hill is a business entity, McGraw Hill understands and agrees that it and any

and all McGraw Hill 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.

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McGraw Hill 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 McGraw Hill INDIVIDUALS. McGraw Hill verifies all of the following:

- (i) McGraw Hill is free from the control and direction of OUSD in connection with the performance of the work;
- (ii) McGraw Hill is providing the SERVICES directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and McGraw Hill is in writing;
- (iv) McGraw Hill has the required business license or business tax registration, if the work is performed in a jurisdiction that requires McGraw Hill to have a business license or business tax registration;
- (v) McGraw Hill maintains a business location that is separate from the business or work location of OUSD;
- (vi) McGraw Hill is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) McGraw Hill actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD; (viii) McGraw Hill advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) McGraw Hill provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) McGraw Hill can negotiate its own rates;
- (xi) McGraw Hill can set its own hours and location of work; and
- (xii) McGraw Hill 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. McGraw Hill represents ~~and warrants~~ that McGraw Hill and all McGraw Hill 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. McGraw Hill 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. McGraw Hill represents ~~and warrants~~ that all McGraw Hill 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. McGraw Hill agrees to immediately remove or cause the removal of any McGraw Hill INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire.

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

- 16. **Certificates/Permits/Licenses/Registration.** McGraw Hill shall ensure that all McGraw Hill 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.** McGraw Hill 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 upon OUSD's written request 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 McGraw Hill. The policy shall protect McGraw Hill 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.** McGraw Hill 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.** McGraw Hill shall ensure that all McGraw Hill 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 McGraw Hill INDIVIDUAL, that McGraw Hill INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that McGraw Hill INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive,

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McGraw Hill shall obtain an x-ray of the lungs. McGraw Hill, at its discretion, may choose to submit a McGraw Hill 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 McGraw Hill INDIVIDUALS providing the SERVICES, McGraw Hill shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. McGraw Hill confirms that no McGraw Hill INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. ~~McGraw Hill shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, McGraw Hill 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. McGraw Hill 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. McGraw Hill shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. McGraw Hill shall bear all costs of compliance with this Paragraph.
- b. To the extent that a McGraw Hill INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, McGraw Hill agrees to inform that McGraw Hill 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. McGraw Hill 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**, McGraw Hill is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in

accordance with any Order; to the extent that McGraw Hill becomes unable to do so, McGraw Hill 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, McGraw Hill is able to meet its obligations and perform the SERVICES

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

- d. McGraw Hill 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. McGraw Hill and all McGraw Hill 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. McGraw Hill affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between McGraw Hill'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, McGraw Hill 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 McGraw Hill receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, McGraw Hill agrees it shall immediately notify OUSD in writing.

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

McGraw Hill 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 either party 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. Each party's maximum liability for direct damages under this AGREEMENT shall not exceed the amounts paid by OUSD to McGraw Hill hereunder.

#### 24. Indemnification.

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- a. To the furthest extent permitted by California law, McGraw Hill 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~~ resulting from a third-party alleging injury, damage, or death of any person or entity arising out of McGraw Hill's performance of this AGREEMENT. McGraw Hill also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all third-party claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to McGraw Hill arising out of the performance of this AGREEMENT. McGraw Hill shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at McGraw Hill's own expense, including reasonable attorneys' fees and costs, ~~and OUSD shall have the right to accept or reject any legal representation that McGraw Hill proposes to defend OUSD Indemnified Parties.~~
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless McGraw Hill and McGraw Hill 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 McGraw Hill and McGraw Hill INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.

25. **Audit.** McGraw Hill shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of McGraw Hill transacted under this AGREEMENT. McGraw Hill 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. McGraw Hill shall permit OUSD, its agent, other representatives, or an independent auditor to audit, and examine, ~~and make excerpts, copies, and transcripts from all books and records directly related to the AGREEMENT, 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 McGraw Hill and shall conduct audit(s) during McGraw Hill's normal business hours, unless McGraw Hill 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, McGraw Hill 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, McGraw Hill agrees to require like compliance by all its subcontractor (s). McGraw Hill 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.

*OUSD Services Agreement - Exhibit A*

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27. **Compliance with California and Federal Laws.** McGraw Hill shall comply with all applicable California and Federal laws, regulations, and ordinances with respect to their employees. 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 McGraw Hill 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 McGraw Hill 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, McGraw Hill's, 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 McGraw Hill under this AGREEMENT shall not be assigned by McGraw Hill, except to an affiliate in connection with a merger, consolidation, or sale of substantially all assets, 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. McGraw Hill 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.

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**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 McGraw Hill is doing business with OUSD for the first time, McGraw Hill 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), McGraw Hill 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

*OUSD Services Agreement - Exhibit A  
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contract still require ratification by the OUSD Governing Board. McGraw Hill agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

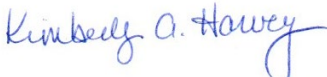
- 43. Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent,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

**REST OF PAGE INTENTIONALLY LEFT BLANK**

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

**McGraw Hill**

Name: Kimberly Harvey Signature: 

Position: VP Strategic Services Date: 2/28/25

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

## OUSD

Name: Signature:

Position: Date: ☐ Board President (for approvals)

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

Name: Kyla Johnson-Trammell Signature:

Position: Superintendent and Secretary, Board of Education Date:

**Template Approved as to form by OUSD Legal Department**

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### SERVICES AGREEMENT

#### EXHIBIT A

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

**VENDOR:** McGraw Hill

**1. Services.** Describe the SERVICES McGraw Hill will provide:

McGraw Hill will provide print and digital access to their Advanced Placement United States, World History and American Government materials to OUSD teachers and students for 3 years June 2025-June 30th 2028.

**2. Term.**

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

**Start Date: July 1st 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.

### 3. Compensation.

a. The basis for payment to McGraw Hill 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): Invoices are issued for full amount of deliverable once shipped.

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 McGraw Hill including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

**Not-To-Exceed Amount: \$104,397.33**

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### 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](mailto:ousdlegal@ousd.org)

#### McGraw Hill

Name/Dept: Kimberly Harvey

Address: McGraw Hill LLC, 8787 Orion Place

City, ST Zip: Columbus OH 43240

Phone: 800- 338-3987

Email: [bidsandcontracts@mheducation.com](mailto:bidsandcontracts@mheducation.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 McGraw Hill 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 McGraw Hill 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 McGraw Hill INDIVIDUALS will have no in-person contact with OUSD students.

☐ *Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no McGraw Hill 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: