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## Board Cover Memorandum

**To** Board of Education  
**From** Denise Saddler, Interim Superintendent  
 Sondra Aguilera, Chief Academic Officer  
 Julie McCalmont, Coordinator, Summer Learning Programs

**Meeting Date** May 13, 2026  
**Subject** No Cost Services Agreement - Hoot Reading , Inc.

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**Ask of the Board** Approval of a No Cost Services Agreement between OUSD and Hoot Reading to provide 1:1 High Dosage Literacy Tutoring to 160 students at 4 summer school sites during summer 2026.

**Background** To support our district-wide literacy goals, OUSD is receiving financial support from Eat. Learn. Play. Foundation to provide high-dosage virtual 1:1 literacy tutoring to students scoring 2 or more years below grade-level in their reading proficiency as part of summer school programming.

**Discussion** Hoot Reading has been providing 1:1 high-dosage virtual tutoring in OUSD since 2023. The OUSD Academics Department, Literacy Team, and Expanded Learning Department are coordinating to provide high-impact tutoring this summer to 160 middle school students. The tutoring uses a structured literacy approach and is focused on strengthening reading comprehension, vocabulary, and fluency skills for middle school students, building a love for reading and supporting their overall academic success. Each student is paired with a vetted, highly-trained tutor for individualized virtual tutoring.

**Fiscal Impact** There is no fiscal impact on the district as Eat. Learn. Play. Foundation is paying the tutoring programs directly to provide the tutoring.

**Attachment(s)**

- No Cost Service Agreement between OUSD and Hoot Reading

## NO COST 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.** VENDOR agrees to provide the SERVICES at no cost to OUSD. However, OUSD understands and acknowledges that VENDOR may impose certain costs on families and students but only as permitted in **Exhibit A**.
4. **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.
5. **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 40 (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.

**6. 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.

**7. 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 23 (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.
8. **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.
9. **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.

10. **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. 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.
11. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
12. **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.
13. **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.

14. **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.

15. **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.

16. **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**.
17. **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**.

18. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of 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.

19. **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.

20. **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.
21. **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/>).
22. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. 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.
23. **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.
24. **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.
  25. **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.
  26. **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.

27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **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.
36. **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.

37. **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.
38. **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.
39. **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.
40. **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.
41. **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.
42. **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.

**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: Hoot Reading Inc. Signature: Maya Kotecha  
Position: Co-Founder and Co-CEO Date: 04 / 17 / 2026

*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: Jennifer Brouhard Signature: \_\_\_\_\_  
Position: President, Board of Education Date: \_\_\_\_\_  
 Board President (for approvals)  
 Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler Signature: \_\_\_\_\_  
Position: Interim Superintendent and Interim Secretary, Board of Education  
Date: \_\_\_\_\_

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

**SERVICES AGREEMENT  
EXHIBIT A**

(Each Listed Clause below Corresponds to the Clause in the Agreement.)

**VENDOR:** Hoot Reading Inc.

Clause 1: **Services.** Describe the SERVICES VENDOR will provide: See attached

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Hoot Reading will provide 1:1 high dosage literacy tutoring to 160 students across 4 summer schools.  
Each student will receive up to 19 lessons. Lessons take place in school with 25 minutes of live instruction.

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Lessons will be scheduled during summer programming, four times per week.

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Students will be eligible for a diagnostic assessment at the program start and a progress monitoring assessment at the end of the program. Hoot uses this data to track student progress, develop personalized instructional pathways, and provide key information on final outcomes.

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Hoot will provide a designated Account Manager as the District's main point of contact. The Account Manager and their team will manage:

- Program implementation including managing the project plan to meet critical milestones
- Co-host principal and administration webinar for program kick-off
- Ongoing email updates on program attendance and overall program health
- Regular calibration calls with key stakeholders from OUSD and Hoot
- Liaison with school principals and site coordinators to manage implementation, student rosters, and schedules
- Live phone and email support for OUSD staff to manage technical questions, student attendance, rostering, scheduling, or any issues that arise during the program

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Clause 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:** June 1, 2026

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 the 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:** July 31, 2026

Clause 3: **Compensation.**  
VENDOR may impose the following costs on families and students: No additional costs.

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**NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement**

Clause 12: **Legal Notices.**

OUSD

Site/Dept: Legal Department  
Address: 1011 Union Street, Site 946  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-5060  
Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

VENDOR

Name/Dept: Maya Kotecha  
Address: 210-1600 Kenaston Blvd., Unit 6  
City, ST Zip: Winnipeg, MB. R3P 0Y4  
Phone: 1-833-789-4668  
Email: legal@hootreading.com

Clause 16: **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.

Clause 17: **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).

Clause 19: **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:

## **SUMMER 2026 ON-SITE LITERACY PROGRAM**

### ***Oakland Unified School District, Middle Years & Hoot Reading***

***Date: April 15, 2026***

District:	Oakland Unified School District (OUSD)   1011 Union Street, Oakland, CA 94607	
Contact:	Romy Trigg-Smith (e) romy.trigg-smith@ousd.org	Priscilla Parchia (e) priscilla.parchia@ousd.org
Hoot Contact:	Carmen Charles Director, Customer Experience (e) carmenf@hootreading.com	Maya Kotecha Co-founder & Co-CEO (e) maya@hootreading.com

### **Overview**

This proposal recommends continuing summer literacy support for OUSD middle years students to maximize continuity, access, and overall literacy outcomes. With a 19-lesson summer dosage, students are expected to maintain and strengthen foundational literacy skills, reduce typical summer regression, deepen mastery of skills already in progress, and build reading stamina and confidence.

Hoot Reading provides personalized, 1:1 instruction based on assessment data and regular progress monitoring. Online lessons are live and led by a qualified classroom teacher specializing in literacy instruction grounded in Science of Reading in both phonics and language comprehension. All sessions are 1:1 and take place on our proprietary video app, accessible from any internet-connected device with a camera and microphone.

## General Program Implementation

Hoot Reading is presenting a high-impact, summer literacy intervention program across four (4) schools serving 160 students. *Note: At the District's request, additional schools and/or students can be added to the program.*

Students will participate in a 5-week literacy tutoring program, receiving up to nineteen (19) 1:1 online reading lessons with a qualified teacher as part of their summer school programming.

- Lessons will take place in-school and be scheduled in 30-minute time blocks with 25 minutes of live instruction and 5 minutes of non-live data reporting.
- Lesson times will be scheduled during summer programming, four times per week, based on each school's ideal time schedule. Schools will provide Hoot with details of *protected time* in which lessons should not be scheduled.
  - *Note: In order to meet the full capacity of students, longer time blocks are recommended in order to stack lessons and optimize Hoot teacher availability. The Hoot team will provide a maximum number of students per time block once schedule discussions begin and each school schedule is aligned.*
- Students receiving Hoot will be eligible for a diagnostic assessment at the program start and a progress monitoring assessment at the conclusion of the program. Hoot uses this data to track student progress, develop personalized instructional pathways, and provide key information on final outcomes.

## Program Delivery

- Hoot will provide a designated Account Manager as the District's main point of contact. The Account Manager and their team will manage:
  - Program implementation including managing the project plan to meet critical milestones
  - Co-host principal and administration webinar for program kick-off
  - Ongoing email updates on program attendance and overall program health
  - Regular calibration calls with key stakeholders from OUSD and Hoot
  - Liaison with school principals and site coordinators to manage implementation, student rosters, and schedules
  - Live phone and email support for OUSD staff to manage technical questions, student attendance, rostering, scheduling, or any issues that arise during the program

- OUSD is responsible for ensuring OUSD school coordinators are responsive and aim to follow best practices to ensure optimal lesson experience for students (Eg. identifying the best location of lessons, device management, timeliness, management of behavior, and minimization of distractions).
- Hoot will provide virtual training for site coordinators during the first weeks of the program launch.
- Hoot will provide any marketing assets for OUSD to share with district staff, and parents, at the district's discretion.
- OUSD to provide compatible devices and quality headsets for student use during scheduled lesson time.
- Final assessment data will be provided 4 weeks after the program end date and shared with the District and School Administration. Hoot will host virtual all-hands meetings to review impact data and answer any questions at key milestones of the enrollment period. *Note: A minimum attendance must be achieved in order for students to be included in the final assessment data.*

**Hoot Reading Terms and Conditions:**

- Our [Terms of Use](#) and [User](#) and [Privacy](#) Policies can be reviewed online

## Program Budget

The price per Summer Student Licence includes 1:1 English literacy tutoring through the Hoot Reading App, access to our educator-curated digital library of 1,500+ books and inclusive learning materials, tutor onboarding, ongoing tutor quality monitoring and coaching, full program implementation, student rostering and scheduling support, designated account management, and comprehensive impact reporting.

Summer 2026 Program Quote	
Max Number of Students	160
Cost per Student Licence (19 Lessons + Set Up)	\$589
<b>Max Budget</b>	<b>\$94,240 USD</b>

### General Policies

- Scheduling & Rostering: To avoid delays, Hoot requires the final Master Schedule (eg. days of week, lesson times by school) to be locked 8 weeks in advance of the live date. Student selection and roster must be provided a minimum of 4 weeks before the live date to ensure optimal tutor matching. Hoot will work with the district to identify the ideal program launch week.
- Student Replacement: Lessons are pre-scheduled in advance for the entire program. At the discretion of OUSD schools, individual students may be identified to lapse due to factors such as moving districts, poor attendance, behavior, and program fit.
  - Students enrolled can be lapsed and be replaced with new students within the same time slot. *The replacement fee has been waived.*

**Proposal approval is required by April 30th to meet Implementation milestones**

<b>Title</b>	OUSD No Cost Services Agreement - Summer 2026
<b>File name</b>	Services_Ag...025__1_.pdf and 1 other
<b>Document ID</b>	f8116952526b6eab7ac1571ae9070aa0172f68be
<b>Audit trail date format</b>	MM / DD / YYYY
<b>Status</b>	● Signed

### Document History



SENT

**04 / 17 / 2026**  
16:08:34 UTC

Sent for signature to Maya Kotecha (maya@hootreading.com) from cindy@hootreading.com  
IP: 50.70.201.247



VIEWED

**04 / 17 / 2026**  
16:09:34 UTC

Viewed by Maya Kotecha (maya@hootreading.com)  
IP: 72.143.194.37



SIGNED

**04 / 17 / 2026**  
16:09:44 UTC

Signed by Maya Kotecha (maya@hootreading.com)  
IP: 72.143.194.37



COMPLETED

**04 / 17 / 2026**  
16:09:44 UTC

The document has been completed.



Hoot Reading Inc.  
210-1600 Kenaston Blvd.  
Unit 340  
Winnipeg, Manitoba, Canada R3P 0Y4  
[www.hootreading.com](http://www.hootreading.com)

**Statement of Qualifications**  
**For Oakland Unified School District (OUSD)**  
**September 5, 2025**

To whom it may concern,

Hoot Reading is the leading online tutoring service providing 1:1, evidence-based literacy instruction with qualified teachers, at scale. Our instruction is based on structured literacy and informed by the Science of Reading - we provide explicit literacy instruction to ensure students master the skills required to reach reading proficiency. Hoot lessons are always 1:1 and take place over our proprietary video app; this means lessons can take place anywhere a child has access to the internet and a device equipped with a camera and microphone.

As a literacy tutoring provider, Hoot is dedicated to ensuring that children master the foundational literacy skills they need to go on to become deep readers. Our pedagogy is designed to support students with instruction and intervention in the unique and precise skill areas that they require. This is uncovered by the Hoot Assessment and its connected Instructional Pathways,

Hoot Reading has been a literacy partner with Oakland Unified School District for the 2024-25 school year, providing Tier 3 Early Literacy Intervention for ~500 students across 11 elementary schools. OUSD students have Hoot lessons during school hours, 3 times per week for 25 minutes as a high-impact tutoring intervention model.

Should you require additional information about our company or our services, please feel free to reach out.

Sincerely,

A handwritten signature in black ink that reads "Maya Kotecha".

Maya Kotecha, Co-Founder and Co-CEO | [maya@hootreading.com](mailto:maya@hootreading.com)

Title	Statement of Qualifications (Sept 2025) Signed
File name	Statement of Qual... 2025) Signed.pdf
Document ID	f7f8dd27a54807ed06dae4de9932e843c67ce001
Audit trail date format	MM / DD / YYYY
Status	● Signed

### Document history



**09 / 08 / 2025**  
15:39:23 UTC

Sent for signature to Maya Kotecha (maya@hootreading.com)  
from carmenf@hootreading.com  
IP: 216.246.31.101



**09 / 08 / 2025**  
15:55:28 UTC

Viewed by Maya Kotecha (maya@hootreading.com)  
IP: 70.55.38.101



**09 / 08 / 2025**  
15:55:44 UTC

Signed by Maya Kotecha (maya@hootreading.com)  
IP: 70.55.38.101



COMPLETED

**09 / 08 / 2025**  
15:55:44 UTC

The document has been completed.



# CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

<b>1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS</b>			<b>2. INSURED'S FULL NAME AND MAILING ADDRESS</b>		
Oakland Unified School District			Hoot Reading Inc.		
ATTN-Risk Management			PO Box 70042 RPO Kenaston		
1011 Union Street, Site 987					
Oakland	CA	POSTAL CODE 94607	Winnipeg	MB	POSTAL CODE R3P 0X6

**3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES** (but only with respect to the operations of the Named Insured)

Operations: Online Tutoring Platform  
 Limits are in CDN funds  
 Professional Liability Occurrence Limit \$2,000,000; Aggregate Limit \$3,000,000  
 Cyber Liability Occurrence Limit \$2,000,000; Aggregate Limit \$3,000,000  
 See Attached...

**4. COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

**LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS**

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)				
				COVERAGE	DED.	AMOUNT OF INSURANCE		
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <b>OR</b> <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY  <input type="checkbox"/> WAIVER OF SUBROGATION  <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/>	Certain Underwriters at Lloyd's of London ESN0540378148	2025/06/01	2026/06/01	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		Unlimited		
						- EACH OCCURRENCE	1,000	5,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		5,000,000		
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		5,000,000		
				MEDICAL PAYMENTS		25,000		
				TENANTS LEGAL LIABILITY	1,000	500,000		
				POLLUTION LIABILITY EXTENSION				
				Contractual Liability		Included		
				Employer's Liability		5,000,000		
				<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input checked="" type="checkbox"/> HIRED AUTOMOBILES	Certain Underwriters at Lloyd's of London ESN0540378148	2025/06/01	2026/06/01	NON-OWNED AUTOMOBILES
HIRED AUTOMOBILES		50,000						
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED				
				BODILY INJURY (PER PERSON)				
				BODILY INJURY (PER ACCIDENT)				
				PROPERTY DAMAGE				
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE				
				AGGREGATE				
<b>OTHER LIABILITY (SPECIFY)</b> <input checked="" type="checkbox"/> Professional Liability	Certain Underwriters at Lloyd's of London ESN0540378148	2025/06/01	2026/06/01	Each Occurrence		2,000,000		
				<input checked="" type="checkbox"/> Cyber Liability		2,000,000		

**5. CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

<b>6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS</b>			<b>7. ADDITIONAL INSURED NAME AND MAILING ADDRESS</b> (Commercial General Liability- but only with respect to the operations of the Named Insured)		
Arthur J. Gallagher Canada Limited			Oakland Unified School District		
146 Commerce Drive			ATTN-Risk Management		
Winnipeg	MB	POSTAL CODE R3P 0Z6	1011 Union Street, Site 987		
<b>BROKER CLIENT ID:</b>			Oakland	CA	POSTAL CODE 94607

<b>8. CERTIFICATE AUTHORIZATION</b>			
ISSUER Arthur J. Gallagher Canada Limited	CONTACT NUMBER(S)		
AUTHORIZED REPRESENTATIVE Kathryn Larsen, CAIB (Hons)	TYPE Phone	NO. 204-925-8550	TYPE NO.
	TYPE Fax	NO. 204-487-0448	TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>Kathryn Larsen</i>	DATE 2025/10/02	EMAIL ADDRESS stacy_chase@ajg.com	

DESCRIPTIONS Continued.

Abuse Liability

Limits are in US funds

Certain Underwriters at Lloyd's of London

Policy Number: EC0166524

Policy Term: January 10, 2025 to January 10, 2026

\$1,000,000 Occurrence Limit

\$2,000,000 Aggregate Limit

The certificate holder is added as an additional insured to the Commercial General Liability Coverage Policy, but only with respect to liability arising out of operations carried out by or on behalf of the Named Insured, excluding any automobile liability.

Agency Letter  
For Oakland Unified School District (OUSD)  
October 1, 2025

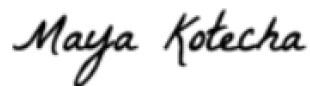
To whom it may concern,

Hoot Reading provides virtual tutoring services through a secure, web-based application.

Should any routine on-site work occur, we affirm the following:

- All employees assigned to work with OUSD have successfully completed fingerprint clearance through the Department of Justice (DOJ) and FBI, and have met TB Testing requirements.
- ATI Numbers (from fingerprinting) will be included on all invoices submitted to OUSD, (applicable only to teachers in California).
- Proof of fingerprint clearance and TB Test results for any employee working at OUSD will be provided upon request.

Sincerely,



Co-Founder and Co-CEO, Hoot Reading