

Board Office Use: Legislative File Info.	
File ID Number	18-0218
Introduction Date	3/14/18
Enactment Number	18-0501
Enactment Date	3-14-18 <i>pl</i>



Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent

Board Meeting Date
(To be completed by Procurement) 3-14-18

Subject Professional Services Contract Amendment No. 1 -
Teach for America, Inc -
Talent Department #944 (site/department)

Action Requested Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Teach for America, Inc. Services to be primarily provided to Talent Department #944 for the period of 07/01/2018 through 06/30/2021.

Background
A one paragraph explanation of why an amendment is needed.
Approval by the Board of Education of Amendment for a Professional Services Agreement between Oakland Unified School District and Teach for America. Services to be primarily provided to Human Resources Services & Support, extending the ending date from June 30, 2018 to June 30, 2021. Evaluation language stipulated in original contract will be replaced by Appendix C, which includes Article 13 - Performance Evaluation and SBAC and the Common Core State Standards. All other terms and conditions of the contract remain in full force and effect.

Discussion
One paragraph summary of the amended scope of work.
The end date of the original contract needed to be extended for an additional 3 years due to a continued need for recruitment of qualified teachers in a teacher shortage. The cost shall remain unchanged not to exceed \$350,000.00 per fiscal year.

Recommendation Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Teach for America, Inc. Services to be primarily provided to Talent Department #944 for the period of 07/01/2018 through 06/30/2021.

Fiscal Impact Funding resource name (please spell out) Title II not to exceed \$ 2,100,000.00

- Attachments**
- Contract Amendment
 - Copy of original contract and any prior amendments



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 18-0218

Department: Talent Department #944

Vendor Name: Teach for America, Inc

Contract Term: Start Date: 07/01/2018 End Date: 06/30/2021

Annual Cost: \$ 2,100,000.00 Cost for additional 3 years is up to 1,050,000 not to

exceed 350,000.00 per year

Approved by: Kyla Johnson-Trammell

Is Vendor a local Oakland business? Yes [] No [x]

Why was this Vendor selected?

Teach for America will recruit, train and continue to support the teachers while they are teaching in the classroom.

Summarize the services this Vendor will be providing.

With OUSD's Talent Acquisition Team, Teach for America will build a strong, diverse pool of candidates that are committed to Oakland Students. The team will work to coach, develop and build teaching and leadership skills in corps members in the classroom. This will be accomplished through the use of student data, observation of teachers, and in collaboration with school District managers to build a strong pipeline of high quality teachers.

Was this contract competitively bid? Yes [] No [x]

If No, answer the following:

1) How did you determine the price is competitive?

Have used this vendor previously

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$88,300 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$88,300 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Teach for America, Inc (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 2/5/2015 and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.
If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. OR The CONTRACTOR agrees to provide the following amended services:
 Original contract to be extended for an additional 36 months. Evaluation language stipulated in original contract will be replaced with Appendix C, which includes Article 13 - Performance Evaluation and SBAC and Common Core State Standards.

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term is extended by an additional 36 Months (days/weeks/months), and the amended expiration date is 06/30/2021.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 1,050,000.00 to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is Two Million One thousand and 00/100 dollars (\$ 2,100,000.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**
 There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

[Signature] 3-14-18
 President, Board of Education Date
 Superintendent
 Chief or Deputy Chief

[Signature] 3-7-18
 Contractor Signature Date

[Signature] 3-14-18
 Secretary, Board of Education Date

Tracy Session SMD, Partner
 Print Name, Title

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ARTICLE 13 - PERFORMANCE EVALUATION

13.1 The Evaluation System

The Employer shall provide each unit member with a copy of the current Evaluation Guidelines as found in this Agreement by the 10th workday of each school year. Sample copies of Evaluation Plans 1 and 2, observation forms, evaluation forms A and B, reports and an evaluation calendar shall be included with the Evaluation Guidelines. (See Appendix 6.)

All forms shall be included in the Certificated Employee Evaluation Guidelines and in the Teachers' Evaluation Handbook and shall not be changed unless mutually agreed to by the parties to this Agreement.

- 13.1.1 Purposes - A uniform system of evaluation and assessment of the performance of certificated personnel is required by law. The primary purpose of such evaluation is to assist the certificated Employee and the Employer to improve the quality of education offered in the District. Such evaluation may also serve as a legal basis for determining the lack of professional competence of a certificated employee.
- 13.1.2 Criteria - Evaluation criteria shall include, but shall not necessarily be limited to, the following elements:
- 13.1.2.1 District standards of expected student achievement at each grade level in each area of study.
- 13.1.2.2 Assessment of certificated personnel competence as it is related to the established standards, including but not limited to the California Standards for the Teaching Profession, for individual certificated personnel.
- 13.1.2.3 Assessment of other duties normally required to be performed by certificated employees as an adjunct to their regular assignments.
- 13.1.2.4 Procedures and techniques for ascertaining that the certificated employee is maintaining proper control, and is preserving a suitable learning environment. Such procedures and techniques shall include:
- Implementation of the Core Curriculum.
 - Increased student achievement as measured by various assessment measures, such as test scores.
 - The use of curriculum embedded assessment.
 - Increased student attendance.
 - Reduced student discipline (such as suspensions and expulsions).
 - Increased parent/caregiver contacts by letter, telephone or conference.
- 13.1.3 Definitions
- 13.1.3.1 The Evaluator may be the unit administrator or management employee on the administrative/supervisory salary schedule designated by and working under the direct supervision of the unit administrator.

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- 13.1.3.2 Evaluatee is defined as the certificated employee who is to be evaluated. The evaluatee shall be apprised of his/her evaluator at the beginning of the evaluation cycle, or upon change of the evaluator.
- 13.1.3.3 Unit is defined as the assigned site, department or office.
- 13.1.3.4 Observation is a viewing of an employee's performance, which is reduced to writing.
- 13.1.4 Selection of Evaluatee
- Tenured employees shall be evaluated at least every two years. A random method of selection shall be used to determine the evaluatees for odd and even years. Probationary employees shall be evaluated annually, except for first-year employees who shall be evaluated twice a year. The need for consecutive annual evaluations may be challenged by the evaluatee through the procedure described in Section 13.5. Consecutive annual evaluations shall be for just cause only.

13.2 Implementation of Evaluation System

- 13.2.1 It shall be the administration's responsibility to advise each certificated employee of the specific assignment on which he/she will be evaluated, and to designate who will be the evaluator of the unit member.
- 13.2.2 It shall be the responsibility of the unit administrator to hold one or more staff meetings to review evaluation policies and procedures, and to review the evaluation calendar for the year (normally provided by the Human Resources Services and Support).
- 13.2.3 It shall be the evaluator's responsibility to:
- 13.2.3.1 Meet with the evaluatee to initiate the evaluation process.
- 13.2.3.2 Meet with evaluatee to establish the specific plan for the evaluation program in accordance with Section 13.6.2 herein. For first and second year teachers, the evaluator shall assist the evaluatee in identifying a primary focus on two (first year) or three (second year) of the standards identified in order to target support necessary for the evaluatee. (See Section 13.6.2.)
- 13.2.3.3 Review and approve the Evaluation Plan 1 and 2 submitted from the evaluatee.
- 13.2.3.4 Provide assistance to the evaluatee to achieve agreed upon objectives as stated in Evaluation Plan 1 and 2 including providing support to new teachers/evaluatees in the targeted areas identified pursuant to Section 13.2.3.2.
- 13.2.3.5 Make scheduled and unscheduled observations, and meet with evaluatee for post-observation conferences and completion of observation forms and evaluation report.
- 13.2.3.6 Meet legal and District calendar dates as they relate to staff evaluation.
- 13.2.3.6.1 Assess programs.
- 13.2.3.7 Meet with evaluatee for final review by the last workday in April. The evaluator shall report evaluation findings both in consultation and in writing to the employee so as to:
- Commend outstanding performance.

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- Assist evaluatee with a satisfactory rating to improve.
- Assist evaluatee with unsatisfactory rating by identifying areas of deficiency and providing assistance to improve.
- Notify evaluatee whose performance remains unsatisfactory of a pending reassignment or dismissal in order to meet all legal requirements.

13.2.4 It shall be the evaluatee's responsibility to:

13.2.4.1 Meet with evaluator to initiate the performance evaluation process as described herein.

13.2.4.2 Meet with the evaluator to establish the specific plan for the evaluation program. The plan should include specific performance standards and concomitant criteria that address the following:

- Engaging and supporting all students in learning.
- Creating and maintaining an effective student learning environment.
- Understanding and organizing subject matter for learning, planning and designing instruction and learning experiences for all.
- Assessing student learning, developing as a professional educator and other duties and responsibilities.
- For first and second year teachers, the plan should have a primary focus on two (first year teacher) or three (second year teacher) of the standards identified herein in order to target support necessary for the evaluatee.

13.2.4.3 Record tentative standards of performance and activities on the District evaluation form.

13.2.4.4 Submit the tentatively completed Evaluation Plan 1 and 2, review the stated standards of performance and objectives and relate them to District standards, objectives, and participate in the scheduled conference(s) with the evaluator.

13.2.4.5 Conduct appropriate programs for meeting standards of performance and completing the activities.

13.2.4.6 Seek assistance from evaluator to achieve agreed upon objectives as stated in the Evaluation Plan 1 and 2.

13.2.4.7 Assess programs.

13.2.4.8 Meet with evaluator for final post-observation conference and completion of observation form and evaluation report.

13.2.4.9 Meet all applicable legal and District calendar dates relating to evaluation.

13.2.4.10 Meet with evaluator for final review and report by the last workday in April as scheduled by the evaluator.

13.2.4.11 Willful absence and/or failure of the evaluatee to cooperate shall not prevent completion of the evaluation process.

13.2.5 It shall be the joint responsibility of evaluator and evaluatee to:

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- 13.2.5.1 Meet and review the evaluation process to be followed and to reach an agreement.

Should agreement not be reached on the evaluation process or on the appropriateness of the designated evaluator, the procedures for resolution of differences shall be followed. (See Section 13.5.)

- 13.2.5.2 Meet periodically to assess progress.

- 13.2.5.3 Meet and review in detail the final evaluation report. Should the evaluatee not agree with the report, the procedures for resolution of differences shall be followed.

13.3 Evaluation Sequence

13.3.1 Evaluation Process

The evaluation process begins on the first day of the employee's work year. Each evaluatee shall specify his/her plan to achieve District standards and any District initiatives. District standards serve to establish the broad purposes of our schools and to guide each employee in the planning and evaluation of his/her work.

- 13.3.2 The unit administrator holds one or more staff meetings to review evaluation policies, procedures and the evaluation calendar at the beginning of the employee's work year.

- 13.3.3 Each work site develops work site objectives through staff participation.

- 13.3.4 Assistance in defining individual objectives may be found by reference to the California Standards for the Teaching Profession, District initiatives, unit objectives, District standards, site or departmental plans, individual job description, areas of pupil achievement and environmental control, performance areas needing improvement, and additional assigned duties and responsibilities.

- 13.3.5 For each objective, the evaluatee prepares an Evaluation Plan form. Objectives are prepared for cognitive items and may be prepared for effective items related to pupil progress, suitable learning environment, instructional strategies and techniques, adherence to curricular objectives, and other duties and responsibilities.

- 13.3.6 Each evaluatee prepares an Evaluation Plan form. The body of the form is completed as follows:

- 13.3.6.1 Items I through VI are required evaluation items.

Item VII, Other - Enter any additional items that are considered appropriate for evaluation.

Support Requirements - Enter the required administrative and/or logistic support.

Mitigating Factors - Enter circumstances, which may limit or inhibit success in achieving satisfactory control and learning environment.

- 13.3.6.2 Other Duties and Responsibilities:

- List only those to be evaluated.
- Mitigating Factors - Enter circumstances, which may limit or inhibit success in satisfactorily carrying out duties and responsibilities.

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13.4 Completed Forms

- 13.4.1 Evaluatee shall provide the completed Evaluation Plans 1 and 2 to evaluator by the 18th work day after the beginning of the employee's work year or the 18th day after classes begin, whichever is later.
- 13.4.2 Initial conference between evaluator and evaluatee to review standards of performance shall be completed by the 27th work day after the beginning of the employee's work year or the 27th day after classes begin, whichever is later.
- 13.4.3 Evaluator shall have the appropriate Evaluation Report form initiated for evaluatee.
- 13.4.4 Evaluator and evaluatee shall review the evaluation process to be followed and the Evaluation Plans 1 and 2 completed by evaluatee.
- 13.4.5 Agreement between evaluator and evaluatee shall be reached on the number, priority, and appropriateness of the objectives and activities, on standards of performance, on assessment procedure, on mitigating factors, and on common responsibilities and support that will be available to the evaluatee.
- 13.4.6 It is to be understood that there shall be periodic reviews of progress and changes in objectives, in standards of performance, and procedures as conditions change.

13.5 Disagreement

- 13.5.1 When agreement cannot be reached between evaluator and evaluatee at the first conference, the second conference between the two shall be completed by the 30th workday after the beginning of the employee's work year.
- 13.5.2 When an agreement cannot be reached at the conclusion of the second conference, there may be a conference of both parties with the unit administrator, provided he/she is not the evaluator, or the optional step may be invoked. In either event, this step shall be completed by the 33rd workday after the beginning of the employee's work year.
- 13.5.3 The unit administrator has the option at this time to replace the designated evaluator, or to assume the evaluator role.
- 13.5.4 When a different person becomes the evaluator, the two parties must start from the beginning of the evaluation cycle.
- 13.5.5 If the optional step is chosen, each party may select a conferee. The two parties and the conferee shall meet jointly at the site to resolve differences and/or affect a compromise. Selected conferees shall be certificated personnel currently employed by the District. Conferees shall not be persons in direct line of responsibility, or persons who are official representatives of employee groups.
- 13.5.6 Should disagreement persist after the above steps have been taken, a written report shall be submitted by the evaluatee to the Associate Superintendent or to the Superintendent, as appropriate, who will review and make the final decision. Said review shall be completed by the 37th workday after the beginning of the employee's work year.

13.6 Activities During Evaluation Period

- 13.6.1 During the evaluation period, the evaluator shall:

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- 13.6.1.1 Notify evaluatee that there will be scheduled and unscheduled observations. A variety of techniques may be used, but they should be of sufficient duration and quality to make significant contributions to the process of performance evaluation.
- 13.6.1.2 Confer with evaluatee within five (5) workdays following the observation. Evaluator and evaluatee shall discuss the observation and complete the Observation form. Appropriate entries shall be made on the appropriate Evaluation Report/Observation form.
- 13.6.2 The evaluator may also wish to enter the following on the Evaluation Report form: comments, remarks on evaluation plan, review of progress, changes in objectives, etc.
 - 13.6.2.1 Evaluation plan includes those items which have an effect on the plan, e.g., "the evaluatee was absent for a month," "the evaluator did not receive the support needed to assist the evaluatee," etc.
 - 13.6.2.2 Review of progress refers to meetings of evaluator and evaluatee to assess progress, other than to discuss observations.
 - 13.6.2.3 "Changes in objectives" refers to any change agreed to by evaluator and evaluatee, including the addition or deletion of objectives.
 - 13.6.2.4 Evaluatee, prior to the final Evaluation Report, shall complete "Degree of Achievement" on Evaluation Plans 1 and 2. Comments may include reasons for variations from the Evaluation Plan.
 - 13.6.2.5 Evaluations shall be conducted in private conferences.

13.7 Probationary Interim Report

- 13.7.1 A Formal interim assessment for first-year probationary personnel is to be completed by the second Friday in December.
- 13.7.2 The Evaluator shall prepare two sets of Evaluation Report forms at the beginning of the evaluation period. Entries shall be made on both sets of forms; one set to be used for the Interim Assessment Report for probationary-first year employees; one set to be used for the final Evaluation Report.
- 13.7.3 By the second Friday in December, the evaluator shall meet with the evaluatee and review the Interim Assessment Report. They shall discuss the strengths and/or weaknesses of the evaluatee's performance, with commendations and/or recommendations for improvement, and shall identify the procedures they will follow to facilitate such improvement.

13.8 Formal Evaluation Report

- 13.8.1 By the last workday of April, the evaluator shall have met with evaluatee and reviewed the Evaluation Report.
- 13.8.2 The Evaluation Plan shall be reviewed, as shall the "Degree of Achievement" on Evaluation Plans 1 and 2. Ratings on the Evaluation Report, including any comments, are based on the Evaluation Plan developed at the beginning of the evaluation period and in accordance with Section 13.2.4.2 herein.

- 13.8.2.1 Engage/support all students in learning are rated in relationship to the established Standards of Performance contained in the Certificated Evaluation Observation Form.
- 13.8.2.2 Create/maintain effective student learning environment is rated in relationship to the established standards for individual certificated personnel contained in the Certificated Evaluation Observation Form.
- 13.8.2.3 Understand/organize subject matter for learning is rated in relationship to the items contained in the Certificated Evaluation Observation Form.
- 13.8.2.4 Plan/design instruction/learning experiences for all are rated in relationship to the item contained in the Certificated Evaluation Observation Form.
- 13.8.2.5 Assess student learning is rated in relationship to the items contained in the Certificated Evaluation Observation Form.
- 13.8.2.6 Develop as a professional educator is rated in relationship to the items contained in the Certificated Evaluation Observation Form.
- 13.8.2.7 Other duties and responsibilities are rated in relationship to the items contained in the Certificated Evaluation Observation Form.
- 13.8.2.8 Comments are to be used to commend an outstanding performance, to assist a satisfactory evaluatee to improve and to provide assistance to facilitate improvement of an evaluatee who has an unsatisfactory rating.
- 13.8.2.9 The evaluator shall discuss any recommended personnel action with the evaluatee.

13.9 Review of Unsatisfactory Rating

- 13.9.1 When an evaluatee wishes to review an unsatisfactory rating, an additional conference with the evaluator shall be held by the 5th workday in May. If the evaluator, however, is not the site administrator, the evaluatee and the evaluator shall confer with the site administrator by the 10th workday in May.
- 13.9.2 When an evaluation contains one or more unsatisfactory ratings, the evaluatee, after the additional conference with the evaluator and/or unit administrator, may submit a letter of rebuttal to be attached to the final evaluation report.

The letter of rebuttal shall be submitted to the evaluator by the 15th workday in May. The final evaluation report with the letter of rebuttal attached shall be forwarded immediately to the Director of Human Resources or their designee for review and response.
- 13.9.3 Review and response to the letter of rebuttal by Associate Superintendent or Superintendent shall be completed within ten (10) workdays after the final date for submitting the letter of rebuttal.

The Director of Human Resources or their designee's response shall be attached to the final report. Copies of the complete record (Evaluation Report, letter of rebuttal, official response) shall be filed in the unit member's personnel file.

13.10 Probationary and Tenured Personnel

Probationary and tenured personnel whose retention is doubtful shall be so notified in writing. Subsequently, the Employer shall proceed in accordance with the provisions of the collective bargaining agreement between the parties and Education Code provisions.

13.10.1 Personnel Files

13.10.1.1 The Human Resources Services and Support shall establish and maintain file(s) for each member of the unit. The file(s) shall be the official District repository for evaluation records.

13.10.1.2 Materials in personnel files of unit members, which may serve as a basis for affecting the status of their employment, are to be available for the inspection of the member involved. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.

13.10.1.3 An employee's personnel file will be accessible for review on the following basis:

13.10.1.3.1 The employee shall notify the Human Resources to schedule an appointment.

13.10.1.3.2 The appointment shall be scheduled based on a twenty-four hour notice.

13.10.1.3.3 Emergency exceptions to the above will be allowed based on the individual scheduling of the Department and the employee.

13.10.1.4 Every member of the unit shall have the right to inspect such materials upon request, provided that the request is made at a time when such member is not actually required to render services to the employing District. A representative of the employee's choosing may, at the request of said employee, accompany the employee in this review. The review shall be made in the presence of the administrator or the administrator's designee responsible for the safekeeping of this file.

13.10.1.5 Information of a derogatory nature, except material mentioned in 13.10.1.2 above, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon.

Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction. An opportunity shall be provided within 15 workdays of the date of receipt of such material by the administrator. Any derogatory material regarding evaluation of an employee cannot be used in a unit member's incompetency case after four years. Such material shall be removed from the personnel file after four years from date of entry, and shall be sealed and deposited in the Superintendent's Office.

13.10.1.6 An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The unit member shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed has been read, and does not necessarily



About SBAC and the Common Core State Standards

1. What is SBAC?

Smarter Balanced Assessment Consortium (SBAC) assessment is administered as part of California's state testing program. It assesses student mastery of the Common Core State Standards. SBAC was implemented in Spring 2015 in California and in 16 other states that have also adopted the Common Core State Standards for English Language Arts (ELA) and Math as their new rigorous state standards.

Both the SBAC ELA and Math online tests consisted of the following two components:

- *Computer-adaptive questions:*
A set of test questions in a variety of question types that adjust to each student based on the student's answers to previous questions. This section includes a range of items types, such as selecting several correct responses for one item, typing out a response, fill-in short answers/tables, graphing, drag and drop, etc.
- *Performance tasks:*
Collections of wider range of tasks tailored to more accurately measure a student's ability to apply knowledge and skills across multiple standards, under a single theme or scenario. These activities are meant to measure a student's depth of understanding, writing and research skills, and analysis and critical thinking skills.

SBAC results provide one measure of student knowledge of the subject matter, critical thinking, analytical writing, and problem-solving skills needed to prepare for and succeed in today's world.

In addition, SBAC performance data provides important information to determine whether students are on track to pursue college and career by the time they graduate from high school.

2. How is SBAC similar to or different from the California Standards Tests of the past?

SBAC, like the California Standards Tests (CST), is an end-of-year state test of ELA and Math performance.

SBAC is substantially different from the CST in the following ways:



- It is based on new more rigorous state standards (Common Core), and provides an overall performance score and level in ELA and Math, as well as performance levels in seven sub-areas (called “claims”) across ELA and Math.
- Students take the tests on computers, not paper and pencil like the CST.
- SBAC has “computer adaptive” questions as well as “performance tasks” that help measure whether students can apply skills they’ve learned to solve problems. The CST had multiple-choice questions with one right answer on the page, which led to some students guessing rather than engaging in critical thinking.
- SBAC performance tasks are scored by people, and allow students to demonstrate research, writing, analytical, and critical thinking skills. The CST was entirely scored by machine, reading the scanned paper answer sheets where students “bubbled in” their answers in pencil.

3. Who took SBAC? Did English Learners and students with disabilities take SBAC?

In Spring 2015, most students in grades 3-8 and 11 took SBAC in English Language Arts and mathematics, and tests were taken on computers. All students had access to resources such as scratch paper, and there was no time limit to complete the test.

In addition, the Smarter Balanced assessment system provided accurate measures of achievement and growth for students with disabilities and English Learners. The computer-based tests addressed visual, hearing, and physical barriers— allowing nearly all students to demonstrate what they know and can do.

Additionally, the tests include multiple tools (e.g., digital notepad), supports (e.g., a translated pop-up glossary in 11 languages), and accommodations (e.g., Braille and closed captioning for students with sight/hearing disabilities) to adapt to every student’s distinct needs and learning styles. For more information, click to view 21 minute video [Embedded Universal Tools and Online Features](#).

However, some students did not take SBAC. English Learners in the U.S. for less than a year did not take the English Language Arts portion of SBAC. Students with severe cognitive disabilities as outlined in an Individualized Education Plan (IEP) did not take SBAC -- instead, they took the California Alternate Assessment Field Test for English Language Arts or Math.



4. What are the Common Core State Standards and how are they related to SBAC?

The Common Core standards are not national standards. Instead, they are common standards that were developed in 2009-2010 by the Council of Chief State School Officers and the National Governors Association for Best Practices.

To date, 43 states have voluntarily adopted the Common Core as their state educational standards. The Common Core standards define the knowledge and skills students should take away from their K-12 schooling to be successfully prepared for college and career opportunities.

Teachers and parents need information about whether students are meeting the expectations set by the Common Core. The Smarter Balanced assessment system measures mastery of the knowledge and skills aligned to the Common Core State Standards. In 2014-15, 17 states administered SBAC for the first time. As a result we can now look at how students in other states are doing in mastering a common set of standards.

5. What is meant by a computer-adaptive test (CAT)? How was SBAC computer adaptive?

SBAC used a particular model of computer adaptive testing. When a student took SBAC, the computer provided higher or lower level questions within his/her grade level, based upon whether the student answered the prior question correctly or incorrectly. If a student answered correctly, s/he was automatically given a more difficult question. If a student answered incorrectly, s/he was given a less difficult question. This process continued until a student's pattern of responses indicated the student's performance level.

In the SBAC computer-adaptive model, students were only asked questions based on their grade-specific Common Core standards. This is very different from some other computer-adaptive tests, such as the Scholastic Reading Inventory (SRI), or the former paper-based California Standards Test (CST), in which students would be asked questions that are above and below their current grade level.

The SBAC scores on the computer-adaptive portion of the test are then combined with the scores on the short answer and performance task items to give a student an overall score that is within his/her grade level range. The scores are always between 2000 and 3000. Click to view a 13 minute video, [What is a CAT?](#) For more information on SBAC's model of computer adaptive testing, click to view and/or download the SBAC CAT [factsheet](#).



How should we interpret the SBAC scores?

6. How is SBAC scored?

The computer adaptive questions are scored by computer, using the pattern scoring described in #5, above. The constructed response items and the performance tasks are scored by people.

SBAC scores on the computer adaptive portion of the test are then combined with human-scored items to give each student an overall score in English Language Arts and an overall score in Mathematics that is within his/her grade level range. The overall scores are always between 2100 (low) and 2900 (high).

This year's SBAC scores will establish a new baseline for the progress we expect students to make over time. Click to view the [Smarter Balanced Scale Score Ranges](#) by content area and grade level.

7. How should we interpret the SBAC scores?

Keep in mind that SBAC scores are part of a larger picture. SBAC, while very important, is one annual assessment, taken at one point in time. Each student's true academic ability is best measured in light of data from multiple assessments throughout the year, such as portfolios and presentations of student work across content areas, classroom assignments and quizzes, districtwide assessments, and report card grades.

The SBAC scores from the end of last year are a baseline. They are a starting point in measuring mastery of new standards in two content areas: English Language Arts (ELA) and mathematics. We have not seen a new baseline for student achievement since 2002, when California introduced its new Standardized Testing and Reporting (STAR) tests including the California Standards Test (CST). The new CST baseline scores started off much lower than on previous state tests aligned to different standards. However, student results improved steadily over the next 3-4 years. SBAC scores are expected to demonstrate similar growth over time.

A student's score indicates an overall performance level within his/her grade level range. In addition, the score report breaks down the overall score into big areas (also called "claims") and gives a performance level for each. In English Language Arts/Literacy, the areas are: Reading, Writing, Listening, and Research/Inquiry. In Mathematics, the areas are: Problem Solving & Modeling/Data Analytics, Concepts & Procedures, and Communicating Reasoning. The performance levels for each area or claim are: Above Standard, At or Near Standard, or Below Standard.



The SBAC scores are not intended to conclusively determine a child's comprehensive academic progress in school. SBAC scores will not be used to determine if a student moves on to the next grade or if s/he is eligible for high school graduation.

Click to access more [state resources](#) available to help you understand the student score reports as well as new SBAC Parent Guides.

8. Can we compare how students did on SBAC to the former California Standards Tests (CSTs)?

No, trying to compare these two tests is like comparing apples to oranges. The following are just a few of the differences:

- Different standards (California State Standards vs Common Core Standards)
- Different testing methods (paper vs computer)
- Different scoring system (simple percentage correct vs complex pattern scoring)
- Different levels of Depth of Knowledge (DOK 1-2 vs DOK 3-4)
- Different test purpose (prepare for next grade-level vs prepare for next steps in life – college and career)

9. On the student score reports, what is meant by an Area or Claim? Are there sub-scores available by Area or Claim?

Claim areas are simple statements of what students are expected to know and be able to do in order to be prepared for college and career paths. Students will have answered questions in each of the following seven claim areas, with greater or lesser success:

English Language Arts (ELA)/Literacy

1. Reading – demonstrating understanding of literary and nonfiction texts.
2. Writing – producing clear and purposeful writing
3. Listening – demonstrating effective communication skills
4. Research/Inquiry – investigating, analyzing, and presenting information

Mathematics

5. Problem Solving & Modeling Data Analysis – using appropriate tools and strategies to solve real world and mathematical problems
6. Concepts & Procedures – applying mathematical concepts and procedures



**7. Communicating Reasoning –
demonstrating ability to support mathematical conclusions**

These claim areas align to groups of related standards, and are intended to help educators teach to a level that will promote higher level thinking and student achievement.

- Claim 1 reading questions are the most similar to CST, yet more difficult because the complexity of the reading passages is higher, students must explain their thinking, and it is not easy to guess the right answer.
- Claim 2 writing was only tested at grades 4 and 7 on the CST, but now on SBAC, all students must demonstrate an ability to write.
- Claims 3 and 4 get at the heart of showing a much deeper level of understanding and are completely new – never tested on CST.
- Claim 6 these questions involve basic math calculations, but students must select their answers in very different ways (drag & drop, matching, etc.) than on CST, which didn't require strategic thinking.
- Claims 5 and 7 are cognitively demanding, completely new, never tested on CST.

SBAC does not provide a score for each Claim Area, but does provide a performance level: Above Standard, At or Near Standard, or Below Standard. These levels are meant to provide more specific information regarding areas of strengths and areas in need of improvement. However, they are just a starting point for investigating how to best tailor instruction to that student. SBAC isn't designed to diagnose the root causes of a student's academic challenges or successes. Additional diagnostic assessments are required before a teacher is to be able to decide on an appropriate instructional course of study.

10. On the student score reports, what is meant by the Early Assessment Program for 11th grade students?

California tests for 11th grade students include the Early Assessment Program (EAP) college-ready achievement levels in English Language Arts and math. The EAP predicts a student's ability to successfully complete college-level English or math when s/he begins college.

Students who perform at EAP Achievement Level 4: Standard Met (the highest level) are exempt from taking placement tests upon entering a California State University (CSU) or participating California community college, and may move directly into college-level courses. Students who perform at EAP Achievement Level 3 are encouraged to take appropriate courses in their 12th grade year in order to move directly into college-level courses. More information on next steps for students at EAP Achievement Level 3 can be found at www.csusuccess.org.



EAP achievement levels for 11th grade SBAC test-takers are shown on the back of the California Assessment of Performance and Progress (CAASPP) Individual Student Score Report.

11. How can the SBAC scores be used by teachers, parents, and students?

Teachers and principals will have full access to 2014-15 SBAC reports on Wednesday, September 9, via the new Illuminate assessment system. Teachers will be able to access both the results of the students currently listed on their 2015-16 class roster as well as the results of students on their 2014-15 class roster. So, for example, a middle school will have SBAC results for its current 6th graders, showing how they did on SBAC during their 5th grade year. This same middle school will also have access to SBAC scores for all of its students who took SBAC last year. Click here for more information on how to access [Illuminate](#) SBAC summative results.

Teachers can use SBAC results to:

1. Group students with similar results in each claim area for instruction
2. Identify appropriate support materials & instructional strategies based on results
3. Analyze the SBAC test blueprint to find the higher Depth of Knowledge (DOK) assessment targets and claim areas to provide targeted instruction
4. Provide a full range of DOK entry levels for students to choose from when completing complex classroom performance tasks
5. Use SBAC as a baseline and monitor student progress, using other literacy and math assessments throughout the year
6. Meet with parents whose children are performing in the "Standard Not Met" level to develop an instructional support plan, with specific classroom and home activities.

Principals will have non-embargoed access to 2014-15 SBAC interactive dashboards on Wednesday, September 9th via [OUSDdata.org](#).

Principals can use SBAC scores to:

1. Lead teacher professional development re: SBAC results
2. Lead Parent SBAC Results nights
3. Lead grade level cycles of inquiry to analyze results
4. Identify achievement gaps and develop plans to accelerate students
5. Use data to set up appropriate before/after school intervention programs
6. Adjust school site plan and target school resources to be able to meet identified needs as shown in SBAC results



Parents will have access to 2014-15 state, county, district, and school SBAC data on Wednesday, September 9, via the California Department of Education website. Parents will receive their own child's CAASPP student score report, including SBAC results, by end of September via US mail, or may request a copy from the school in October.

Parents can:

1. Attend an SBAC Results presentation or workshop at their child's school
2. Read the state's SBAC Parent Guides
3. Read the PTA Parent Guides to Success
4. Watch the state's video, "[Understanding Your Child's Score Report](#)"
5. Volunteer to help at your child's school

Communicating SBAC Results with Families

12. When will parents receive their students' SBAC results?

OUSD expects to receive Individual Student Score Reports in late September. These student score reports include SBAC and any other state test a student may have taken as part of the California Assessment of Student Performance and Progress (CAASPP), the new state testing program.

OUSD will mail the student score reports to parents within 20 days of taking delivery from the state. We will also mail a copy of each student's score report to their current school to include in the student's records (cumulative folder). If parents don't receive their child's score report in the mail by October, then they may request a copy from the school.

13. Will the score reports be translated into other languages?

The state publishes the Individual Student Score Reports in English. An OUSD cover letter will be mailed to families along with the individual score report. The district's cover letter will be translated into multiple languages: Spanish, Chinese, Vietnamese, Cambodian/Khmer, and Arabic.

The "[Understanding the CAASPP Student Score Reports](#)" guides for parents are available in 10 different languages. Click to see the English version: [Sample CAASPP Student Score Report](#).



14. How will parents learn how to read their students' score reports?

Each school is planning to meet with groups of parents to show them how to read and interpret their student's score report, and to learn more about how students at their child's school performed overall on their first SBAC. Click to view [OUSD's Sample Parent Presentation Slides](#) .

In addition, OUSD has several helpful SBAC resources, including videos in English and Spanish explaining how to understand the score reports, available on the following district webpage: <http://www.ousd.org/Page/13306>

15. Will the new scores tell me if my child is performing above/below grade level?

No, the scores are grade specific. This means the score only measures the student's ability at his or her current grade level at the time the test was taken. It will not measure if a student is demonstrating competency above or below their actual grade level.

16. What do the new SBAC student performance levels mean?

There are four overall performance levels for each grade level in ELA and in math: Standard Not Met, Standard Nearly Met, Standard Met, and Standard Exceeded. Each level is intended to be an indicator of college and career readiness by the time a student graduates from high school.

- **Standard Not Met** means that students are not meeting the grade level Common Core standards and need additional supports and substantial improvement to be successful in future coursework.
- **Standard Nearly Met** means that students can comprehend and complete complex tasks near grade level standards.
- **Standard Met** means that a student can complete complex tasks at their current grade level and demonstrates the knowledge and skills in English language arts/literacy or Math for success in future coursework. Students in this performance level are on track for College & Career Readiness.
- **Standard Exceeded** means that students are performing at the high end of their grade level standards. Students in this performance level are solidly on track for College & Career Readiness.

The overall score indicates where a student's performance falls within the score range for a specific grade level. These four levels can be likened to zones of cognitive



mastery or zones of proximal development that help educator to put in place appropriate instructional strategies and materials to support students to make reasonable academic gains. Please note, **SBAC scores do not impact grades, grade point average (GPA), class ranking, or college admissions.**

Comparison to Other California School Districts

17. Did test scores drop?

SBAC is a new assessment system with a new way of scoring. Therefore, it is not possible to compare the new scores directly with the old state assessment scores. So it is not appropriate to say SBAC scores dropped or improved in relation to former CST English Language Arts and Math scores.

Simply put, the SBAC tests are harder. Students answered more complex questions and solved more complex problems. Because the rigor is higher, it may appear that SBAC scores have dropped. We expected that, at least initially, fewer students would meet or exceed these new, higher standards. However, as teachers and students become more familiar with the Common Core and better equipped to meet the challenges they present, we expect steady improvement over the next 3-4 years. We know when more is expected of them, students rise to meet the challenge.

This is also the first time that students have taken annual state tests on a computer. SBAC questions required students to engage with tech-enhanced items involving “drag and drop,” typing a written response, etc. As students have more year-round practice using computers for research, writing, and assessments, they will also gain the computer skills needed to be more successful for SBAC.

18. How did Oakland students perform on SBAC compared to other large urban districts in California? To other Bay Area districts? To other CORE waiver districts?

Oakland’s baseline results: Overall, 19% of OUSD students scored Standard Met in English Language Arts, and another 10% scored Standard Exceeded. In Mathematics, 14% of OUSD students scored Standard Met and another 9% scored Standard Exceeded. This is our 2015 Baseline, and our students will make further progress this school year.

Bay Area districts’ results: Oakland’s overall results were similar to nearby districts such as Hayward, San Leandro, San Lorenzo, and West Contra Costa County. Other Bay Area districts such as Berkeley, Albany, Fremont, and San Jose had higher overall baseline results in both English Language Arts and Mathematics.



CORE Waiver districts' results: Oakland's overall results were also similar to three of the six CORE waiver districts: Los Angeles, Fresno, and Santa Ana. The other two CORE waiver districts, San Francisco and Long Beach, posted higher overall baseline results in both English Language Arts and Mathematics.

CORE WAIVER DISTRICTS

	ELA		Math	
	Met	Exceeded	Met	Exceeded
Oakland	19	10	14	9
Fresno	20	7	13	5
Los Angeles	23	10	16	9
Long Beach	27	15	20	11
San Francisco	29	23	23	25
Santa Ana	19	6	15	6



ALAMEDA COUNTY DISTRICTS - Partial list

	ELA		Math	
	Met	Exceeded	Met	Exceeded
Oakland	19	10	14	9
Alameda	33	30	27	28
Albany	36	35	29	39
Berkeley	28	30	24	30
Fremont	30	41	21	49
Hayward	24	8	14	7
Newark	32	15	22	13
San Leandro	24	10	15	7
San Lorenzo	21	7	15	6

19. Why were some districts' SBAC scores so much higher than others?

With any state assessment there is variation across districts, and within districts, there is variation across schools. There is no single reason for the variation.

This year is the first time SBAC was given, so the data constitutes a baseline from which every school, district, county, and state expects to measure growth on SBAC moving forward.

20. Will schools receive an Academic Performance Index score or some kind of rating based on the SBAC results?

No, this is a baseline year for SBAC. The state is not issuing Academic Performance Index (API) scores. There will also be no Similar Schools Rank comparing a school's API with 100 schools across California that serve similar students and have similar conditions.



Oakland's Plan to Increase SBAC Scores on Next Year

21. What is OUSD doing to support students in mastering the Common Core standards? What strategies and programs is OUSD using to boost performance next year?

We are focusing on supporting teacher to provide rigorous instruction for every student, every day. We are implementing Common Core-aligned curriculum for English Language Arts/Literacy and Math instruction, and we are using a common framework for effective teaching practices.

22. What is OUSD doing to close the achievement gaps?

We are providing specialized supports for acceleration in English Language Arts/Literacy and Math. In ELA, we are using Fountas & Pinnell's Leveled Literacy Intervention (LLI) and Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS). In Math, we are implementing the Scholastic Math Inventory districtwide to better assess our student's math skills. We have also moved to a digital platform called Illuminate to track student data on all state, district, and classroom formative and summative assessments, and to provide online tests that mirror SBAC.

We are using our Local Control Funding Formula (LCFF) supplemental and concentration funds to target resources to English Learners, Foster Youth, low-income students, and all other students who have not yet met the standard for the grade level.

23. How is OUSD replicating success of the higher performing schools?

- Pairing with higher performing schools in Oakland and in other CORE Waiver districts to learn from each other
- Schools participating in a Community of Practice to share and learn together with a common focus
- Expanding grade levels served at some higher performing schools

Board Office Use: Legislative File Info.	
File ID Number	15-0378
Introduction Date	02/25/2015
Enactment Number	15-0215
Enactment Date	2/25/15 or



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 2/25/15

Subject Professional Services Agreement - Teach for America - Human Resources Services & Support

Action Requested Approval by the Board of Education of the Professional Services Agreement between Oakland Unified School District and Teach for America. Services to be primarily provided to Human Resources Services & Support for the period of 7/1/2015 through 6/30/2018.

Background To continue a partnership agreement between Oakland Unified School District and Teach For America, Inc., to recruit qualified new teachers in hard to fill areas.

Discussion Oakland Unified School District (OUSD) and Teach For America (TFA) will collaborate to facilitate recruitment and retention of between 41 and 341 teachers over a period of three school years.

The District shall pay TFA an annual amount of \$2,000 for the first year for teachers whose employment commenced in the 2014-2015 school year; for the 2015 - 2016 academic year, with respect to each Teacher whose employment by OUSD is to commence in the 2015 academic year OUSD shall pay TFA using the following formula: Upon initial hire, OUSD shall pay TFA \$2,000 for each Teacher. Additionally, upon completion of the 2015 - 2016 academic year in OUSD, OUSD will pay TFA: \$2,000 each year for each 2015 Teacher rated as "developing", "met" or "exceeded goals" in the previous academic school year based on the summative observation of OUSD's Teacher Growth and Development System ("TGDS"); \$0 each year for each 2015 Teacher rated as having made "insufficient progress" in the previous academic school year based on OUSD's TGDS summative observation.

For the 2016 - 2017 academic year, OUSD shall pay TFA an amount of: \$2500 for each Teacher whose employment by OUSD commenced in the 2015 academic year or is to commence in the 2016 academic year. Additionally, upon completion of their first and second years in OUSD, OUSD will pay TFA: \$2,000 each year for each Teacher rated as "developing", "met" or "exceeded goals" in the previous academic school year based on the summative observation of OUSD's Teacher Growth and Development System ("TGDS"); \$0 each year for each Teacher rated as having made "insufficient progress" in the previous academic school year based on OUSD's TGDS summative observation.

For the 2017 - 2018 academic year, OUSD shall pay TFA an amount of: \$3000 for each Teacher whose employment by OUSD commenced in the 2016



academic year or is to commence in the 2017 academic year. Additionally, upon completion of their first and second years in OUSD, OUSD will pay TFA: \$2,000 each year for each Teacher rated as “developing”, “met” or “exceeded goals” in the previous academic school year based on the summative observation of OUSD’s Teacher Growth and Development System (“TGDS”); \$0 each year for each Teacher rated as having made “insufficient progress” in the previous academic school year based on OUSD’s TGDS summative observation.

In partnership with OUSD, TFA will be localizing its efforts by building an Oakland regional team to better serve students and the community. Staff structure will reorient to better align with the priorities, goals, and strategies of the District’s Strategic Plan.

Recommendation

Approval by the Board of Education of the Professional Services Agreement between Oakland Unified OUSD and Teach for America. Services to be primarily provided to Human Resources Services & Support for the period of 7/1/2015 through 6/30/2018.

Fiscal Impact

Funding resource name: Title IIA not to exceed \$350,000.00 for any given academic year as specified in section III D

Attachments

- Professional Services Agreement

DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this "Agreement") is dated February 5 2015 and is entered into between TEACH FOR AMERICA, INC. ("Teach For America"), a Connecticut non-profit and Oakland Unified School District, a political subdivision of the state of California ("School District")(each individually "a Party" and collectively "the Parties").

Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems. Oakland Unified School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

Accordingly, School District and Teach For America agree as follows:

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING

School District Responsibilities:

A. Hiring Commitment.

- i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District ("Teachers") set forth in Appendix A (the "Agreed Number"), attached and hereby incorporated hereto, but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District and the failure of Teach For America to provide the full Agreed Number of Teachers for any academic year shall not constitute a breach of this Agreement for any purpose whatsoever.
- ii. Whether or not Teach For America is able to provide the full Agreed Number, School District shall consider for hire each Teacher provided by Teach For America who meets the district eligibility requirements.

- iii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource or teacher's aide positions.
- iv. Teach For America Teachers will be hired by School District for vacancies across the full range of grades and subject matters and not restricted or limited to so-called "critical" or "shortage" subjects or grade level vacancies.
- v. School District and Teach For America shall collaborate in good faith to identify individual schools within School District appropriate for Teachers. In order to be considered an appropriate school (a "Partner School") for placement of a Teacher, the school's student population must be considered high poverty relative to the student population elsewhere in the district or that fifty percent or more of the school's student population receives free or reduced lunch.

B. Hiring Process.

- i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District's established District hiring practices.
- ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the spring and summer of the applicable academic school year, *provided that* School District shall employ Teachers no later than fourteen (14) days before the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher's grade and subject level assignments prior to the start of their Pre-Service Training (as described below).
- iii. Subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable law, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. "Alternative employment" includes, but is not limited to substitute teaching positions, "pool" teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to enable the individual Teacher to obtain a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

Teach For America Responsibilities:

C. Candidate Recruitment and Selection.

- i. Teach For America will recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields.
- ii. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds, but the failure of Teach For America to do so for any academic year shall not constitute a breach of this Agreement for any purpose whatsoever. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.
- iii. In addition, Teach For America will use its reasonable efforts to recruit and retain the number of experienced Teach For America alumni teacher candidates ("Alumni Teachers") set forth in **Appendix B**, attached and hereby incorporated hereto, but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Alumni Teachers to School District and the failure of Teach For America to provide the full Agreed Number of Teachers for any academic year shall not constitute a breach of this Agreement for any purpose whatsoever.

D. Pre-Service Training. Prior to entering the classroom, all Teachers will undergo pre-service training at Teach For America Institutes, which are designed and delivered by Teach For America in order to prepare Teachers for this work.

E. Highly Qualified Status. Teach For America will provide the described pre-service training to Teachers presented to School District for the purpose of ensuring that such Teachers meet the "highly qualified" teacher requirements set forth in the federal No Child Left Behind Act of 2001 and applicable state regulations (together, the "Requirements"). For purposes of this Section E, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.

II. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS

School District Responsibilities

A. Employment Status.

- i. Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. For the avoidance of doubt, in the event School District is an "at-will" employer nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.
- ii. Nothing in this Agreement shall be construed to permit Teach For America to interfere in the employment relationship between School District and an employed Teacher.
- iii. Nothing in this Agreement shall be construed to permit Teach For America to function as the representative of any Teacher absent the express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.
- iv. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.
- v. Nothing in this Agreement shall be construed to make Teach For America a party to any employment agreement between the School District and the Teacher.
- vi. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District as described in this Agreement is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America or bind Teach For America in any respect whatsoever.
- vii. Subject to its obligations under either pre-existing labor agreements, applicable municipal and state laws and regulations, and/or its policies and procedures, School District acknowledges that there is an expectation that Teacher(s) shall be employed for two years, provided that the Teacher remains an employee in good standing.

- viii. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two-year commitment by mutual agreement between School District and such Teacher(s).
- B. Compensation of Teachers. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits (including, as applicable, health, dental, vision and retirement) as are provided to other teachers employed by School District who are similarly situated from the standpoint of certification status, seniority and any other factors routinely used by School District in making such decisions. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.
- C. Reductions in Force. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from his/her teaching position in the event of a reduction in force (RIF), layoffs, "leveling" or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights. For the avoidance of doubt, this obligation is limited and controlled by any obligations that the School District has under any pre-existing collective bargaining agreements and applicable municipal and state laws and regulations.

Teach For America Responsibilities

- A. Professional Development and On-Line Data Storage Services.
- i. During the course of the academic year, Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as well as on-line data storage services (the "Professional Development and Data Storage Services"). These services may include periodic classroom observations by regional program staff, videotaping of instruction with review of instructional technique, co-investigative discussions to facilitate Teacher

capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers. In addition, Teach For America shall facilitate Teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional materials. These professional development services will be available to all Teachers during their first two years in the classroom. To facilitate provision of these professional development services, Teach For America may provide on-line data storage services, including transfer and storage of identifiable student information on Teach For America's proprietary software and servers.

- ii. To facilitate provision of the Professional Development and Data Storage Services, School District may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), School District hereby acknowledges that, in the course of providing the Professional Development and Data Storage Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).
- iii. Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA. Without limiting the foregoing, Teach For America agrees that it shall not maintain, use, disclose, or allow access to Student Records except as permitted by this Agreement or as otherwise authorized by the School District or by law, and will use Student Records disclosed by the School District only for the purposes for which such disclosure was made.
- iv. School District acknowledges that Teach For America may re-disclose Student Records to third parties pursuant to Teach For America's provision of the Professional Development and Data Storage Services, as provided in 34 C.F.R. § 99.33(b), provided that Teach For America shall, in advance, provide to School District the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information.

- v. Pursuant to 34 CFR § 99.7(a)(3)(iii), School District shall include, in its annual notification of rights under FERPA, criteria that qualify Teach For America, in its capacity as a provider of professional development and data storage services, as a school official with a legitimate educational interest.

B. Credentialing Services.

- i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record.
- ii. Individual Teachers are responsible for completing all credential requirements, including required coursework through an alternative licensure program.
- iii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill his/her obligations to maintain his/her teaching credentials.

III. GENERAL PROVISIONS

A. Fees-for-Service.

- i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing pre-service training and continuing professional development services to the Teachers employed by School District under this agreement. School District agrees that all payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.
- ii. For the 2015 – 2016 academic year, School District shall pay Teach For America an amount of:
 - a. \$2000 for each Teacher whose employment by School District commenced in the 2014 academic year
 - b. With respect to each Teacher whose employment by School District is to commence in the 2015 academic year School District shall pay Teach For America using the following formula:

- i. Upon initial hire, School District shall pay Teach For America \$2,000 for each Teacher.
- ii. Additionally, upon completion of the 2015 – 2016 academic year in School District, School District will pay Teach For America:
 1. \$2,000 each year for each 2015 Teacher rated as “developing”, “met” or “exceeded goals” in the previous academic school year based on the summative observation of School District’s Teacher Growth and Development System (“TGDS”), as outlined in **Appendix C**.
 2. \$0 each year for each 2015 Teacher rated as having made “insufficient progress” in the previous academic school year based on School District’s TGDS summative observation, as outlined in **Appendix C**.
- iii. For the 2016 – 2017 academic year, School District shall pay Teach For America an amount of:
 - a. \$2500 for each Teacher whose employment by School District commenced in the 2015 academic year or is to commence in the 2016 academic year
 - b. Additionally, upon completion of their first and second years in School District, School District will pay Teach For America:
 - i. \$2,000 each year for each Teacher rated as “developing”, “met” or “exceeded goals” in the previous academic school year based on the summative observation of School District’s Teacher Growth and Development System (“TGDS”), as outlined in **Appendix C**.
 - ii. \$0 each year for each Teacher rated as having made “insufficient progress” in the previous academic school year based on School District’s TGDS summative observation, as outlined in **Appendix C**.
- iv. For the 2017 – 2018 academic year, School District shall pay Teach For America an amount of:
 - a. \$3000 for each Teacher whose employment by School District commenced in the 2016 academic year or is to commence in the 2017 academic year
 - b. Additionally, upon completion of their first and second years in School District, School District will pay Teach For America:

- i. \$2,000 each year for each Teacher rated as “developing”, “met” or “exceeded goals” in the previous academic school year based on the summative observation of School District’s Teacher Growth and Development System (“TGDS”), as outlined in **Appendix C**.
- ii. \$0 each year for each Teacher rated as having made “insufficient progress” in the previous academic school year based on School District’s TGDS summative observation, as outlined in **Appendix C**.
- v. Total fees paid by School District to Teach For America based on the terms outlined in section IIIA will not exceed \$350,000 for any given academic school year (as specified in section III D).

B. Non-refund. Teach For America shall have no obligation to refund to School District any amount paid by School District in respect of any Teacher for any reason whatsoever. For the avoidance of doubt, School District will be invoiced fees for each of the individual Teacher(s) initially employed by the School District at the start of each academic school year and for the performance of each of the individual Teacher(s) employed at the end of the previous academic school year.

C. Invoicing. Teach For America will invoice School District for all amounts due hereunder with respect to Teachers hired for each new academic year as well as Teacher performance for the previous academic year, within thirty (30) days of the start of the academic school year, provided that Teach For America’s failure to timely do so, will not constitute a waiver of any of Teach For America’s rights hereunder or constitute a breach by Teach For America of this Agreement.

D. Term. This Agreement will expire on June 15, 2018, but all provisions applicable to the 2017 cohort of Teachers will remain in effect through September, 2018 and may be renewed at the end of the term on the same or substantial similar terms by mutual agreement of the parties.

E. Termination. This Agreement may be terminated as follows:

- i. at any time by mutual written agreement of the Parties;

- ii. by either Party, upon thirty (30) days' prior written notice to the other Party, provided that the terminating Party provides that notice no later than 120 days prior to the end of the current academic year; or
- iii. by either Party upon written notice to the other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.

F. Effect of Termination. Except as otherwise specifically provided, if this Agreement expires or is terminated by either party, it shall become void and of no effect without liability of any party (or any of its directors, officers, employees, agents, representatives or advisors) to the other parties; provided that no such expiration or termination shall relieve any party of any liability incurred by such party under this Agreement prior to such termination. In the event that this Agreement expires or is terminated by either party, Sections II.B. and II.C. shall survive and will remain in effect until such time as there are no Teachers in their second year of employment in School District. Sections III.F., III.G., III.H., and III.I. shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination.

G. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America and School District shall indemnify and hold harmless the TFA Indemnities (as defined below in Section III.H) from and against any Losses (also defined below in Section III.H) resulting from any claim related to the services provided by Teach For America, including, but not limited to, claims that any Teacher presented or provided by Teach For America was unfit for the position for which he or she was hired by School District.

H. Mutual Indemnification.

- i. To the extent permitted by applicable state laws and regulations, School District shall indemnify and hold harmless Teach For America and its officers, directors,

employees and agents (the "TFA Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such TFA Indemnatee may become subject arising out of the provision by Teach For America to School District of services hereunder (including without limitation the designation of Teachers), except to the extent such Losses result from the willful misconduct or gross negligence of such TFA Indemnatee.

- ii. Teach For America shall indemnify and hold harmless the School District and its officers, directors, employees and agents (the "School District Indemnitees") from and against any and all Losses to which such School District Indemnatee may become subject arising out of a breach of this Agreement by Teach For America to School District of services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such School District Indemnatee.

I. Limitation of Liability. Neither Teach For America nor any of its officers, directors, employees or agents shall be liable to School District or any individual Partner School of School District for any Loss incurred by School District or such individual Partner School (as defined in I.A.v) in connection with the matters to which this Agreement relates, except for a loss resulting from willful misconduct or gross negligence on the part of Teach For America; provided that in no event shall Teach For America and its officers, directors, employees and agents have any liability to School District or any such individual Partner School in connection with the matters to which this Agreement relates in excess of the aggregate amount of payments made to Teach For America by School District pursuant to this Agreement or in connection with any Loss of which School District is primarily culpable.

J. Surveys. School District acknowledges that Teach For America may survey individual constituents, teachers, etc. at the partner school sites regarding its programming and professional development of Teachers in the classroom.

- K. Amendment/Modification. No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by each party.
- L. Non-Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either party without the prior written consent of the other party, and any such assignment that is not consented to shall be null and void.
- M. Counterparts. This Agreement may be executed in counterparts (including by electronic transmission), each of which shall be deemed an original copy of this Agreement, and which, taken together, shall be deemed to constitute one and the same agreement.
- N. Construction. The headings of Sections contained in this Agreement are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the Sections of this Agreement. Any reference in this Agreement to gender includes all genders. Further, except where expressly specified to the contrary, the words "include," "including," and "such as" in this Agreement should be read to mean "include without limitation."
- O. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of California.
- P. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section III.O., then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

Q. Notices. Any notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered to the address of such Party as set forth below:

If to Teach For America:

Tracy-Elizabeth Clay, Esq.
General Counsel
300 W. Adams St., Ste. 1000
Chicago, IL 60606

If to School District:

Brigitte Marshall, Chief Talent Officer
1000 Broadway, Suite 295
Oakland, CA 94612

IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

Oakland Unified School District

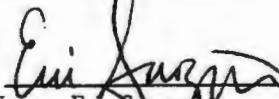
By _____

Name:

Title:

Date:

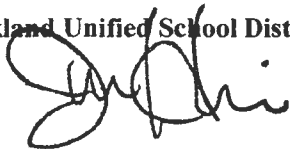
TEACH FOR AMERICA, INC.

By  _____
Name: Eric Seroggis

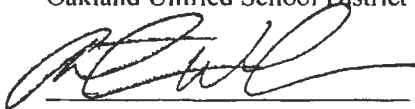
Title: Executive Director

Date:

Oakland Unified School District

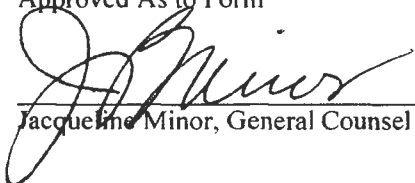


President, Board of Education
Oakland Unified School District



Superintendent & Secretary, Board of Education
Oakland Unified School District

Approved As to Form



Jacqueline Minor, General Counsel

File ID Number: 15-0378
Introduction Date: 2/25/15
Enactment Number: 15-0275
Enactment Date: 2/25/15
By: AM

APPENDIX A

Cohort	Certification (subject) Area	Grade Level	Agreed Number of Teachers	Academic Years of Employment
2014	Multiple Subject Bilingual Social Science ELA Math Science Special Education	Elementary, Middle, High	41	2015-16
2015	Multiple Subject Bilingual Social Science ELA	Elementary, Middle, High	0 – 50	2015-16 & 2016-17
	Math Science Special Education	Elementary, Middle, High	0 – 50	2015-16 & 2016-17
2016	Multiple Subject Bilingual Social Science ELA	Elementary, Middle, High	0 – 50	2016-17 & 2017-18
	Math Science Special Education	Elementary, Middle, High	0 – 50	2016-17 & 2017-18
2017	Multiple Subject Bilingual Social Science ELA	Elementary, Middle, High	0 – 50	2017-18 & 2018-19

	Math Science Special Education	Elementary, Middle, High	0 – 50	2017-18 & 2018-19
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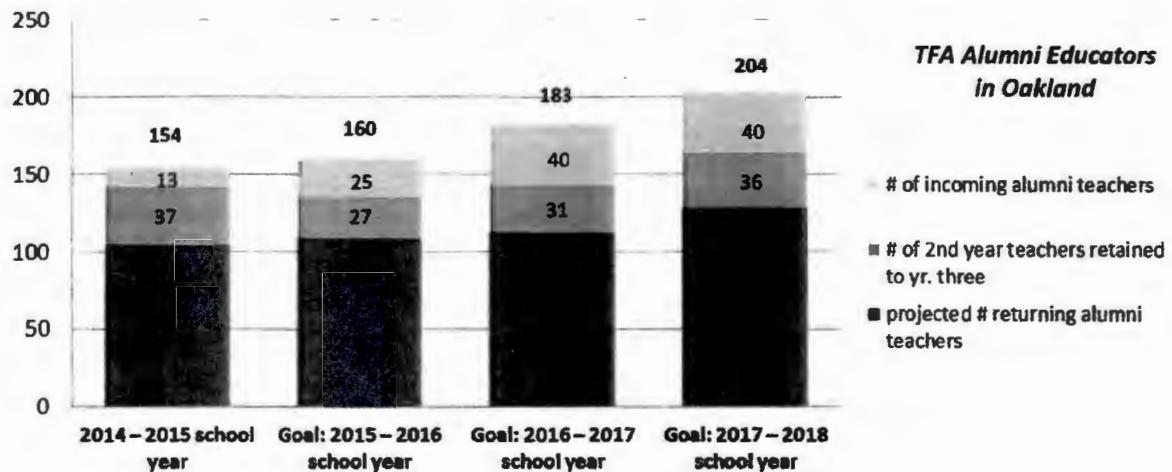
Fees shall be determined by the actual number of Teachers hired under this Agreement.

- i. Each cohort of Teachers employed pursuant to this clause is in addition to Teachers from prior cohorts employed by the School District and who are returning for their second year of employment.
- ii. If Teach For America provides School District with a number of Teachers that is above or below the Agreed Number, the number of Teacher candidates provided will constitute the Agreed Number for purposes of determining any fees that the School District owes Teach For America.

APPENDIX B

Retaining and recruiting experienced teachers in Oakland schools

We seek to empower our alumni to serve in Oakland as leaders and advocates in the classroom. Our alumni teacher recruitment and retention campaigns will drive toward the following goals over the next three years:



How we will do this:

- Recruit proven, veteran, TFA alumni teachers who've taught for more than two years, either in Oakland or in another TFA region, to teach in Oakland.
- Launch a *Choose Oakland* campaign geared at retaining a minimum of 60% of rising 2nd year corps members to teach in Oakland for a third year and attract veteran teacher talent.

II. TGDS: A Focus on Continuous Growth

The Teacher Growth and Development System was designed to provide teachers with frequent opportunities to receive objective, aligned feedback from multiple sources. The multiple measures of the evaluation process (observations, student worksamples, student performance, student survey) help give teachers a comprehensive picture of their teaching practice, enabling them to identify areas of strength and growth opportunities. Teachers use observation data to set targeted SMARTe goals and continue to use the consistent and frequent feedback loop throughout the school year to drive their professional learning and make specific adjustments to their teaching to better support student learning.

At the close of the evaluation cycle, teachers will have a portfolio of data reflecting their teaching practice and progress toward their two SMARTe goals (student learning and professional practice). Final evaluation scores are divided equally between progress towards goals and classroom observations.

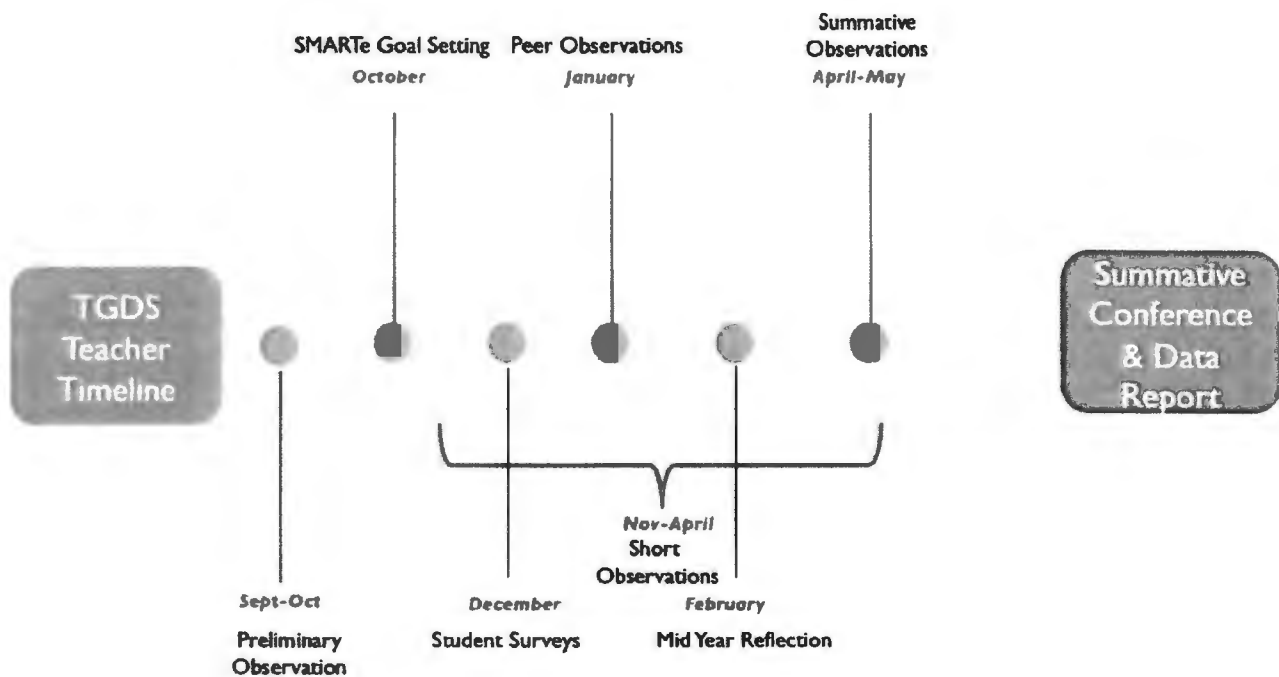
Classroom Observations: Throughout the year, teachers will have the opportunity to demonstrate mastery in the observable domains of the Oakland Effective Teaching Framework. At the end of the year, the highest score of every indicator (regardless of whether obtained in a short or long observation) will be averaged together to form the best and broadest view of classroom practice.

Progress towards goals: Teachers supply evidence throughout the year that demonstrates student learning and professional practice growth. Administrators draw upon all of the evidence collected throughout

the evaluation cycle to determine a numeric ranking (Insufficient Progress-1, Developing-2, Met Goals-3, Exceeded Goals-4) of progress towards completion of both goals.



III. TGDS Evaluation Cycle



Evaluation Step	Details
Preliminary Observation Cycle	<ul style="list-style-type: none"> -Includes Pre-Conference/Post Conference -Long Observation 30+ Minutes -Teacher completes self reflection and submits rating prior to post-conference
SMARTe Goals/Action Plan	<ul style="list-style-type: none"> -Based on the preliminary observation, teacher self-assessment and post conference -3-4 SMARTe Goals: student achievement, professional goal, school site & or grade-level team goal
Short Observations	<ul style="list-style-type: none"> -4-6 short observations -Focused on SMARTe Goals -15-20 minutes -Post conference only
Mid-Year Reflection	<ul style="list-style-type: none"> -Evaluator/Educator meet to discuss progress toward SMARTe goals and discuss any necessary next steps/revisions

Student Survey

- Measures how students view a teacher's expectations, equity in the classroom, and classroom management
- Teacher administered

Summative Evaluation Cycle

- Includes Pre-Conference/Post Conference
- Long observation 30+ Minutes
- Teacher completes self reflection and submits rating prior to post-conference

Summative Conference

- Reflects growth and development across evaluation cycle
- Teacher provided with multiple performance rating: one for each of the 4 domains, one for professional growth (based on SMARTe goals) and one overall rating

APPENDIX C

Teacher Growth and Development System (TGDS)

Launched in 2011, as an outgrowth of the Strategic Plan, the OUSD Effective Teaching Task Force developed a homegrown framework for effective teaching and a correlating evaluation system that pulls from local and national research. Both are grounded in the specific priorities, context and needs of Oakland's teachers and students. The resulting Oakland Effective Teaching Framework (OETF) and Teacher Growth and Development System (TGDS) were implemented as one of three teacher evaluation pilots in OUSD during the 2013-2014 academic year.

TGDS aims to provide teachers with a meaningful evaluation experience through the following design principles:

- **Clear, rigorous and equity focused expectations:** All TGDS observations and feedback are grounded in the Oakland Effective Teaching Framework (OETF), a practitioner designed tool that represents research-based best practices in teaching as well as the priorities and needs of Oakland's teachers and students.
- **Evidence & data based:** Observers script observations and tag evidence to OETF using an online tool. At the individual level, the online tool helps teachers & observers surface patterns of strengths and areas for growth. At the school and district level, the online tool helps to capture data that can point to areas for professional learning and support.
- **Developmentally focused:** The OETF offers teachers and observers a developmental continuum to measure teaching actions (Beginning, Developing, Proficient, Exemplary) Standards and indicators demonstrate measurable behaviors and offer teachers an illustrative "next step" to advance their practice.
- **Provide frequent and targeted feedback:** Teachers evaluated through the TGDS system receive 2 long observations and up to 6 short (15-20 minute) observations and feedback loops. Observation and feedback are focused on teachers areas for growth and or SMART goals (as determined through the preliminary observation at the beginning of the academic year)
- **Include multiple measures & perspectives:** Teachers evaluations ratings are based on multiple measures (observations, student worksamples, student performance, student survey) and from varied observers to allow for a comprehensive and objective picture of teacher practice and to provide teacher with a rich bank of evidence to move practice forward. The TGDS system will include observer training and require full certification for all observers.
- **Build Collaboration and Leadership:** TGDS focuses on collaboration through a peer observation cycle, professional learning focused on SMART goals. It aims to provide formal leadership opportunities for teachers through the creation of new opportunities for collaboration.

I. TGDS Foundation: Oakland Effective Teaching Framework (OETF)

The Oakland Effective Teaching Framework serves as the foundation for the TGDS evaluation process. It provides a shared understanding of the effective teaching practices that have the greatest potential to transform student learning across Oakland. The OETF is a reflection of the Oakland context and the needs of our students. It is aligned to our district priorities (Academic Discussion, African American Male Achievement, Social Emotional Learning) and the shifts of the Common Core.

The OETF is divided into four domains of effective teaching: Planning and Preparation, Classroom Environment, Teaching and Learning, and Professional Responsibilities. The framework is used as an observation tool for the **Classroom Environment** and **Teaching and Learning** domains, which reflect the effective teaching practices that can be observed in the classroom. The **Planning and Preparation** and **Professional Responsibilities** domains are used to evaluate the important teaching practices that typically happen outside of the classroom.

The OETF offers teachers and observers a developmental continuum by which to evaluate teaching practice. The framework provides four distinct levels of teaching performance (Beginning, Developing, Proficient, Exemplary) that describe measurable teaching actions and provide a roadmap for improvement in teaching practice.

