

Board Office Use: Legislative File Info.	
File ID Number:	14-1288
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

**From:** GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

**Board Meeting Date:** 06/25/2014

**Subject:** Professional Service Contract

**Contractor:** Expeditionary Learning of New York, NY

**Services for:** 175-SEED

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Expeditionary Learning, New York, NY, for the latter to provide: Contractors will provide offsite professional development, copies of the "Expeditionary Learning Core Practices" Book for each staff member, technical support and access to Expeditionary Learning's EL Commons website. In addition to access to online EL center for student work with opportunities to use those instructional resources. SEED Faculty will also have access to the EL planner and copies of materials for direct services work and school specific support from the Regional Field Director with consultations, travel, budget prep and support of the implementation review process. We will also receive ten days of direct service onsite by school designer. for the period of 09/01/2013 through 08/31/2014 in an amount not to exceed \$12,000.00.

**Background:**  
(A one paragraph explanation of why the consultant's services are needed.)

EL provides schools with instructional practices, SEL strategies, and key critical thinking structures that transforms students and staff into leaders of their own learning. This model provides students the challenge of authentic rigorous curriculum, high quality work products, leveled tasks that are high engaging and community based expeditions focused on social and environmental impact. This model provides SEED differentiated PD, curriculum planning resources, and new school structures to boost student engagement, character, and achievement. Since SEED's inception, EL has been at the core values and we were nationally recognized for closing the achievement gap. With the EL school designer, teachers participate in coaching cycles and lesson studies that support their individual professional needs, teachers will also participate in seminars, workshops, and on going support. We will continue providing school-wide implementation of this model with a focus on small teams coaching sessions for curriculum planning and with individual teachers. Demonstration lessons are also part of this contract followed by debriefing sessions. Targeted support for culture & character, authentic assessments, developing rubrics, high quality student work, and communicating student achievement to parents

**Discussion:**  
(QUANTIFY what is being purchased.)

Contractors will provide offsite professional development, copies of the "Expeditionary Learning Core Practices" Book for each staff member, technical support and access to Expeditionary Learning's EL Commons website. In addition to access to online EL center for student work with opportunities to use those instructional resources. SEED Faculty will also have access to the EL planner and copies of materials for direct services work and school specific support from the Regional Field Director with consultations, travel, budget prep and support of the implementation review process. We will also receive ten days of direct service onsite by school designer.

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**Fiscal Impact:** Funding resources below not to exceed \$12,000.00

\$12,000.00 ECONOMIC IMPACT AID

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Expeditionary Learning (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 09/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 08/31/2014.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed twelve thousand Dollars (\$12,000.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.
5. **CONTRACTOR Qualifications / Performance of Services:**  
**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.  
**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
6. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**OUSD Representative:**

Name: BEATRICE MARTINEZ  
Site /Dept.: 175-SEED  
Address: 2409 East 27th Street  
Oakland, CA 94601  
Phone: 510.535.2832

**CONTRACTOR:**

Name: John Le Cavalier  
Title: Program Manager  
Address: 247 West 35th Street, 8th floor  
New York, NY 10001  
Phone: 212-239-4455

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

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

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

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include:
1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS 05/27/2014
[ ] President, Board of Education Date
[X] Superintendent or Designee

Secretary, Board of Education Date

CONTRACTOR

John Le Cavalier 05/27/2014
Contractor eSignature Date

John Le Cavalier, Program Manager
Print Name, Title



2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Expeditionary Learning partners with Manzanita SEED to implement a comprehensive school design model in the areas of curriculum, instruction, culture and character, assessment and leadership with ten days of onsite professional development through small group or full staff participation. Expeditionary Learning will provide coaching, professional development and support to the teachers. All teachers will participate in Expeditionary Learning professional development to develop common-core based expedition units in English and Spanish for all grades; this will be done at four offsite/onsite workshops led by EL school designer. As a result, all students at Manzanita SEED will be engaged in learning grade level skills through immersion in science and social studies-based expeditions in both English and Spanish. In addition, students will engage in meaningful fieldwork, monthly service learning, and consult with experts in the content area that they are studying. This participation in a rich, content-based, real-life curriculum will better prepare our students for college and career especially in the area of science. As a result SEED's suspension rate will go down and school attendance will go up. We will track and measure EL's success using district data, ie attendance data, suspensions data and state and local testing measures. We will also use the California Healthy Kids Survey from parents, staff and students to gauge success of Expeditionary Learning.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core      | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools                |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning   | <input checked="" type="checkbox"/> Accountable for quality                             |
| <input checked="" type="checkbox"/> High quality and effective instruction        | <input checked="" type="checkbox"/> Full service community district                     |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP:** (no additional documentation required)

– Item Number(s): 175SQI1A1679

- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 175-SEED**

**Principal / Department Head: BEATRICE MARTINEZ**

**Contractor Name: John Le Cavalier**

**Business Name: Expeditionary Learning**

**Contract Type: Standard**

**Anticipated Start Date: 09/01/2013**

**Contract End Date: 08/31/2014**

**Rate Type: FLAT**

**Contract Amount: \$12,000.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA**

**Waiver-Reduction Type: \$1,000,000 Required**

**Other Reduction Amount: NA**

**Approval Date:**

**Approved by Deputy Superintendent**

**Billing Waiver Status: Approved**

**Approval Date: 05/20/2014**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**



EXPEDITIONARY  
LEARNING

10/20/2018  
11:00 AM

### **Expeditionary Learning- Description of Organizational Qualifications**

The Expeditionary Learning (EL) model is based on research and honed by 18 years of working closely with schools and districts. We presently work in 165 schools in 30 different states. Our work experience has consistently demonstrated that our model:

- Develops leadership capacity across the school to build a shared vision for school transformation and a professional culture rooted in quality, continuous improvement, and trust
- Builds teacher effectiveness through on-site coaching as well as regional and national professional development
- Organizes learning around an experiential project-based approach in which students do original research and create high-quality products for audiences beyond the classroom
- Develops critical thinking and problem-solving skills as essential elements of the deep learning that prepares students for success in college and beyond
- Creates a school culture based on strong adult-student relationships and positive character, with rigorous expectations for behavior and achievement
- Empowers school leaders, teachers, and students in collecting and analyzing data from multiple sources to improve student achievement
- Balances an academically rigorous, and well-defined approach with teacher creativity and judgment

### **HIGH ACHIEVEMENT**

Schools that implement our model have test scores that exceed district averages, often by substantial margins, particularly for high-need subgroups. In our exemplary high schools, 100% college acceptance is the standard. Not only do students achieve at higher levels than their peers on state tests, but they also gain skills critical to college readiness and success — problem solving, critical thinking, persistence toward excellence, and active citizenship.

### **TRANSFORMATIONAL PROFESSIONAL DEVELOPMENT**

We combine on-site coaching in classrooms — differentiated by teacher capacity and need — with off-site residential institutes that put teachers in the role of student learners, researching real-world topics. Traditional professional development often places teachers in a passive role of being told how to teach. In contrast, our coaches model effective, active classrooms.

### **ACTIVE, INTERDISCIPLINARY LEARNING**

Our instructional practices emphasize student inquiry, critical thinking, and craftsmanship. Students engage in original research and create high-quality academic products to share with outside audiences. Learning expeditions - deep, interdisciplinary investigations of rich academic topics - bring together teachers from different disciplines or enrich the work of individual teachers in discipline-specific classrooms.

### **DATA-DRIVEN PLANNING**

Our tight, data-driven planning cycle keeps a sharp focus on student achievement, local context, and changing needs. A school's work with us begins with a holistic needs and assets inventory and proceeds with the development of work plans aimed at dramatic improvements in student achievement and implementation of our core practices.

## **HIGH-QUALITY STAFF**

The heart of our work happens in the interaction between EL's coaches – called school designers – and staff. Our school designers are themselves experienced teachers and school leaders who draw upon the collective power of our national network to mentor and guide new members.

## **A PROFESSIONAL NETWORK**

Through our annual National Conference, content-specific professional development institutes, Local Collaboration Clusters, and our online collaboration space, EL Commons, educators learn from one another through best-practice sharing.

Expeditionary Learning has designed and refined an approach that engages and energizes students, teachers, and district and school leaders.

## **BENEFITS TO STUDENTS**

- Energizes student motivation and engagement through high-level tasks and active roles in the classroom
- Uses case studies and projects to connect students to real-world audiences and compel them to care and contribute
- Sets clear expectations and tight follow-through for respect and responsibility, teamwork and contribution, and commitment to high-quality work
- Builds a school culture where students feel safe, respected, and pushed to be their best selves
- Trusts students with deep cognitive challenges and important responsibilities and prepares them to be leaders
- Develops the critical thinking and problem-solving skills needed to succeed in college and beyond

## **BENEFITS TO TEACHERS**

- Employs professional development that is active and immediately useful in instruction

- Respects teachers as professionals and develops their growth as leaders
- Catalyzes improvement in new and veteran teachers
- Addresses standards with structures that recognize and use teacher judgment and creativity
- Understands that the most important assessment practices occur daily in the classroom
- Provides concrete models of strong student work and teacher work to guide practice
- Builds a collaborative community of practice within the school, in the EL network, and beyond

#### **DISTRICT AND SCHOOL LEADER BENEFITS**

- Builds capacity across the full range of existing teaching staff
- Integrates structures for assessment and data-informed practice that teachers and students understand and embrace
- Utilizes carefully articulated data analysis to guide priorities for improvement
- Maps state standards to an engaging curriculum and active classroom instruction
- Provides working models of effective schools and leaders as well as a network of professional support
- Renews job satisfaction and job commitment for strong teachers
- Engages parents, community leaders, and experts in support of student learning  
Connects schools to community issues through project-based learning and service

Our school designers spend an average of 30 days a year in a school working on-site with teachers and school leaders. This allows them to provide professional development within a whole school design and combine focused institutes with on-site coaching and support. Off-site institutes and site seminars engage teachers as learners to support better assessment of student learning, demonstrate engaging content instruction, and foster their own development as learners and thinkers.

## **SCHOOL-BASED PROFESSIONAL DEVELOPMENT OFFERINGS**

Each school designer develops a variety of school-based professional development opportunities for staff based on a school's identified needs. Some examples include:

- Full staff training for improved schoolwide implementation of our model
- Small team coaching sessions for curriculum planning
- Curriculum planning with individual teachers
- Demonstration lessons with students and follow-up debriefing sessions with teachers
- Targeted professional development around one of the key facets of our model, authentic student-engaged assessment
- Classroom observation and follow-up debriefing sessions with teachers
- Individual or small group meetings with school leaders or leadership teams
- Presentations to various constituent groups (e.g., parents, community groups, school boards)
- Ongoing assessment of the schoolwide implementation of our core practices
- Access to teaching resources, model student work, and EL Commons, our online forum for sharing knowledge and collaborative work space

## **PROFESSIONAL DEVELOPMENT INSTITUTES AND SEMINARS**

Our professional development is led by the most experienced school designers and master teachers from across our network. Three-day and five-day residential institutes provide content-rich curricular and instructional strategies for teachers and leaders on topics such as reading, math, differentiation, assessment, and the use of data. Five-day residential Learning Expeditions for Educators allow teachers to experience learning as their students do. And two-day Site Seminars invite educators to observe some of our most successful schools in action.

## **EXPEDITIONARY LEARNING NATIONAL CONFERENCE**

The Expeditionary Learning National Conference includes a mix of interactive master classes, structured discussion groups, and regional

gatherings. Approximately 120 master classes, collaboratively designed and facilitated by EL school designers and teachers, are offered each year to the conference's 700+ participants. The optional pre-conference day is a chance to experience EL practices on a deeper level. Participants can take a science-based or humanities-based Slice – a day in the life of a Learning Expedition; visit a local EL school; or explore a common EL practice, such as differentiation or assessment.

The 2012 National Conference will take place May 3-5 in Denver, CO.

For more detailed information on the quality and benefits of our organization, please visit [www.elschools.org](http://www.elschools.org).



EXPEDITIONARY  
LEARNING

Expeditionary Learning  
247 West 35th Street  
Eighth Floor  
New York, NY 10001  
212-239-4455 tel  
212-239-8287 fax  
[www.eischools.org](http://www.eischools.org)

## Evidence of Success



"Expeditionary Learning...this is how kids want to learn."

U.S. Secretary of Education Arne Duncan at King Middle School, Portland, ME



"This kind of innovative school...  
is an example of how all our schools should be."

President Barack Obama at Capital City Public Charter School, Washington, D.C.

We are a growing network with national reach

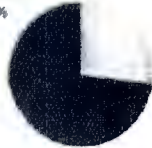


- 165 schools
- 30 states and D.C.
- 45,000 students
- 4,000 teachers

We support all kinds of schools, existing and new

Diverse grades (2009-10)

- Elementary School 40%
- Middle School 33%
- High School 27%



Diverse locales (2009-10)

- City 56%
- Rural 20%
- Suburban 20%
- Town 4%



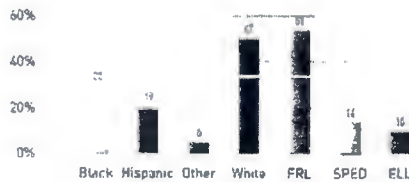
Diverse governance (2009-10)

- District 60%
- Charter 35%
- Other 5%



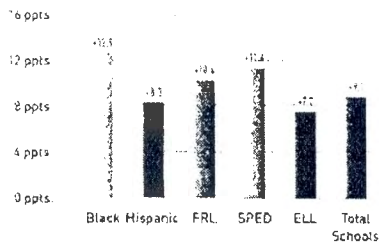
We serve a diverse population of students

% of students by selected demographics (2009-10)

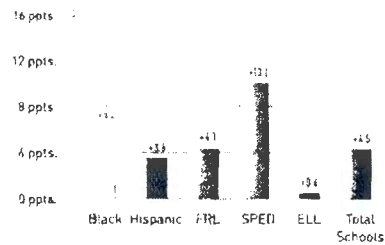


## Schools implementing the EL model outperform district averages in reading/English language arts and math

EL schools compared to district averages in reading/  
English language arts (2 year average 2008 and 2009)

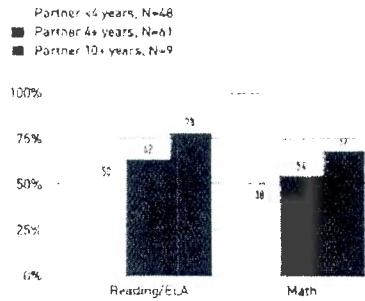


EL schools compared to district averages  
in math (2 year average 2008 and 2009)

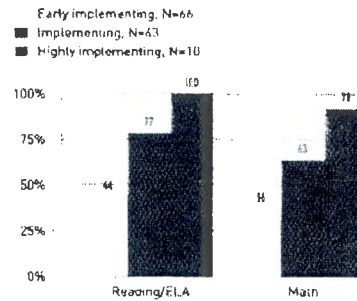


## Longer partnerships with EL and deeper implementation of the model yield higher achievement scores

% of EL schools outperforming districts based  
on length of partnership with EL (2008-09)



% of EL schools outperforming districts based  
on level of implementation (2008-09)\*



\* EL conducts an annual implementation review to determine each school's fidelity to the EL model

“Right now World of Inquiry is number one in science and number one in mathematics in the city of Rochester—despite the fact that it has 70 percent of its kids coming in at or below the poverty level.”

Rochester City School District Superintendent Jean-Claude Brizard

### Our expanding evidence base

EL is committed to collecting third party research on the impact of our work. Two recent studies—one in Rochester, NY and one national—further substantiate our internal data with statistically significant findings showing evidence of EL impact on student achievement.

**Study 1: Impact of the Expeditionary Learning model on student academic performance in Rochester, NY**

Type: Quasi-experimental matched comparison group design  
Location: Rochester, NY  
Date: September 2010  
Author: UMASS Donahue Institute

**Summary:** In a recent study of EL schools in Rochester, NY, researchers compared the academic achievement performance of EL elementary and middle school students in Rochester, NY to matched comparison students in non-EL Rochester schools over two academic years. Researchers found two important findings:

- Participating in an EL school resulted in substantial and statistically significant achievement advantages for elementary students in English/language arts and math, and for both years of middle school English/language arts.
- These statistically significant positive effects predict that, on average, enrollment in an EL school would have lifted 19% of the students who were below the proficient category to the proficient category on the state assessment had they attended an EL school.

**Study 2: The relationship between Expeditionary Learning practices and academic growth**

Type: Quasi-experimental study  
Location: National  
Date: August 2010  
Author: Mountain Measurement, Inc.

**Summary:** In a national study of more than 11,000 students in eight states, researchers compared growth in reading, math, and language usage between students in EL schools to a non-EL comparison group. The researchers found that in mature EL schools – those that had implemented the EL program at a high level of fidelity for three years or more – students experienced significantly greater test score gains than non-EL students in four out of six comparisons in math, reading, and language usage.

### Other achievements in 2010

- U.S. Department of Education Blue Ribbon School—World of Inquiry School, Rochester, NY.
- 100% college acceptance at nine EL high schools.
- Maine Middle Level Principal of the Year and National Principal of the Year finalist—Mike McCarthy, King Middle School, Portland, ME.
- Vermont Teacher of the Year—Jennifer Lawson, Vergennes Union Middle School, Vergennes, VT.
- North Carolina Charter School Teacher of the Year—Stuart Miles, Evergreen Community Charter School, Asheville NC.
- Nevada County, CA Teacher of the Year—Lori Davis, Grass Valley Charter School, Grass Valley, CA.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/15/2014
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**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Fred C. Church, Inc. 41 Wellman Street Lowell, MA 01851 (800) 225-1865	<b>CONTACT NAME:</b> Patricia Smith, GPCU, ARM, AAI <b>PHONE (A/C No. Ext):</b> 978 3227217 <b>FAX (A/C, No):</b> (978) 454-1865 <b>E-MAIL ADDRESS:</b> psmith@fredchurch.com  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Evanston Insurance Co.</td> <td style="text-align: center;">35378</td> </tr> <tr> <td><b>INSURER B:</b> Hanover Insurance Company</td> <td style="text-align: center;">22292</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Evanston Insurance Co.	35378	<b>INSURER B:</b> Hanover Insurance Company	22292	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURED</b> Expeditionary Learning Outward Bound, Inc.  247 West 35th Street 8th Floor New York, NY 10001															

**COVERAGES**                      **CERTIFICATE NUMBER:** 29447                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<b>GENERAL LIABILITY</b>			3C41111	5/1/2014	5/1/2015	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
		CLAIMS-MADE	<input checked="" type="checkbox"/>				OCCUR	MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<b>AUTOMOBILE LIABILITY</b>			AHN953056902	5/1/2014	5/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/>	ANY AUTO					BODILY INJURY (Per person)	\$	
		ALL OWNED AUTOS					SCHEDULED AUTOS		
		HIRED AUTOS					NON-OWNED AUTOS		
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/>	OCCUR	X0NJ524514	5/1/2014	5/1/2015	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB			CLAIMS-MADE				AGGREGATE	\$ 10,000,000
		<input checked="" type="checkbox"/>	DED	RETENTION \$ 10,000				\$	
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							<input type="checkbox"/>	WC STATUTORY LIMITS	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <span style="float: right;">Y / N</span> <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. EACH ACCIDENT	\$
								E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
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Evidence of coverage for Expeditionary Learning Outward Bound, Inc. as a chartered entity of Outward Bound, Inc.

**CERTIFICATE HOLDER**

Oakland Unified School District  
 Risk Management Dept.  
 1025 2nd Avenue  
 Oakland, CA 94606

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

---

AUTHORIZED REPRESENTATIVE

*Herman P. Laturnau*



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04/15/2014

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	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Expeditionary Learning Outward Bound, Inc.  247 West 35th Street 8th Floor New York, NY 10001	<b>INSURER A:</b> Evanston Insurance Co.	<b>NAIC #</b> 35378
	<b>INSURER B:</b> Hanover Insurance Company	<b>NAIC #</b> 22292
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
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	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			X0NJ524514	5/1/2014	5/1/2015	EACH OCCURRENCE \$ 10,000,000
	AGGREGATE \$ 10,000,000						
	\$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y / <input type="checkbox"/> N <b>N / A</b> <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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AUTHORIZED REPRESENTATIVE