

Board Office Use: Legislative File Info.	
File ID Number:	14-1089
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education
From: GARY YEE, EdD, ACTING SUPERINTENDENT
Board Meeting Date: 06/25/2014
Subject: Professional Service Contract
Contractor: Mills College of Oakland, CA
Services for: 909-PROFESSIONAL DEVELOPMENT

Board Action Requested and Recommendation: Approval by the Board of Education of a Professional Services Contract between the District and Mills College, Oakland, CA, for the latter to provide: 669 hours of Planning and facilitation for 18 specialists; inquiry sessions in collaboration with LCI and SEL, 2 on-line coaching exchanges for each participant, knowledge sharing across unit, Sustaining and transitioning intensive site support for the period of 05/16/2014 through 06/30/2014 in an amount not to exceed \$66,900.00.

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

Unlike most other professional development programs that focus on supporting teacher practice in general, Mills Teacher Scholar is designed to build the teacher's ability to gather and analyze student learning data. Teachers frame a question about their students' learning, which they pursue by gathering classroom data. As they analyze those data and become smarter about the learning challenges their students face, they are prepared to alter their teaching practice to better meet their students' needs. This results in opening new learning opportunities and ultimately better academic outcomes for students in Oakland Unified School District. Learning to frame questions, plan teaching that will make student learning visible, collect and analyze data from students in a systematic way are all essential teaching skills of high quality teaching

Discussion:
 (QUANTIFY what is being purchased.)

669 hours of Planning and facilitation for 18 specialists; inquiry sessions in collaboration with LCI and SEL, 2 on-line coaching exchanges for each participant, knowledge sharing across unit, Sustaining and transitioning intensive site support

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Fiscal Impact: Funding resources below not to exceed \$66,900.00

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 Mills College (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:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 05/16/2014, 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 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed sixty-six thousand, nine hundred Dollars (\$66,900.00) [per fiscal year], at an hourly billing rate not to exceed \$100.00 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.

- 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.
- 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.
- 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.
- 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: NICOLE KNIGHT
Site /Dept.: 909-PROFESSIONAL DEVELOPMENT
Address: 4551 Steele Street
Oakland, CA 94619
Phone: 510 336-7564

CONTRACTOR:

Name: Kathy Schultz
Title: Dean, School of Education
Address: 5000 MacArthur Blvd
Oakland, CA 94613
Phone: (510) 430-3192

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

President, Board of Education
 Superintendent or Designee

Date

Secretary, Board of Education

Date

CONTRACTOR

Kathy Schultz 05/19/2014
Contractor eSignature Date

Kathy Schultz, Dean, School of Education
Print Name, Title

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Scope of Work is Attached

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.

Mills Teacher Scholars, of the Mills College School of Education, is an innovative teacher professional learning program that provides tools and support to teams of K-12 East Bay urban public school teachers, guiding them to change their instruction to more effectively address their students' learning needs. The goal of Mills Teacher Scholars is to create and support teacher learning communities that enhance teachers' abilities to collect and collaboratively analyze their students' work to improve practice and enhance the learning outcomes of the more than 3500 students served by the 130 teachers in the Mills Teacher Scholars project.

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 type="checkbox"/> Develop social, emotional and physical health | <input 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 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): Not Applicable
Private School or
OUSD Department

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.

Mills Teacher Scholars: School-site Scholars work in OUSD

Organization description:

Mills Teacher Scholars, of the Mills College School of Education, is an innovative teacher professional learning program that provides tools and support to teams of K-12 East Bay urban public school teachers, guiding them to change their instruction to more effectively address their students' learning needs. The goal of Mills Teacher Scholars is to create and support adult learning communities that enhance teachers' and teacher coaches' abilities to collect and collaboratively analyze their students' work to improve practice and enhance the learning outcomes of the more than 3500 students served by the 130 teachers in the Mills Teacher Scholars project.

For the sites in our Scholars Group:

Scope and sequence:

(1) Facilitation of monthly 3-hour meetings with school inquiry teams from across the East Bay; (2) Monthly peer feedback on inquiry (posted on internal blog); (3) Quarterly feedback from MTS team member on inquiry (4)) providing presentation preparation support to share new understandings at Teacher Inquiry in Action Forum.

For the sites in our School-site Scholars groups

At each of the sites in phase I and II (intensive and transitioning to teacher leadership)

include (1) leading nine monthly inquiry sessions at school site; (2) leading one all-day optional Saturday sessions; (3) providing classroom data collection support for each school-site teacher scholar, including class room observation and post-observation discussions; (4) engaging in on-going communications with teacher scholars, linking them with current research in the field and suggesting new classroom data sources for their inquiries; (5) providing presentation preparation support to share new understandings with school and district staff; (6) monthly coaching and consultation with school-site principals about development of their teachers' inquiry work; (7) providing typed teacher think sheets as a record of developing understandings and to support collaboration (8) post meeting reflection with teacher scholar leaders (9) convening three, 5-hour meetings with teacher scholar leaders to support school site facilitation

At each of the sites in phase III: (sustaining)

(1) supporting teacher scholar leaders' facilitation of nine-monthly inquiry sessions (2) monthly coaching and consultation with school-site principals about development of their teachers' inquiry work; (3) providing typed teacher think sheets as a record of developing understandings and to support collaboration (4) convening three, 5-hour meetings with teacher scholar leaders to support school site facilitation; (5) providing presentation preparation support to share new understandings with school and district staff

Scope and sequence:

With the goal of deepening specialists' understanding of academic discussion and enhancing their capacity to lead high quality adult learning, Mills Teacher Scholars will engage in the following work:

(1) leading seven monthly 2-hour inquiry sessions for specialists' team; (2) engaging in on-going communications with specialists, linking them with current research in the field and suggesting new data sources for their inquiries; (3) providing presentation preparation support to share new understandings across units and with district staff; (4) monthly consultation and planning with SEL and LCI personnel; (5) providing typed think sheets as a record of specialists' developing understandings and to support collaboration (6) post meeting written reflection for managers (7) Synthesis of new understandings and next steps provided in June (8) Teacher leader inquiry in to academic discussion and language acquisition expert featured in sessions

ContractsOnline: Contract Waiver Summary

Site Number-Name: 909-PROFESSIONAL DEVELOPMENT

Principal / Department Head: NICOLE KNIGHT

Contractor Name: Kathy Schultz

Business Name: Mills College

Contract Type: Standard

Anticipated Start Date: 05/16/2014

Contract End Date: 06/30/2014

Rate Type: HOURLY

Contract Amount: \$66,900.00

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: NA

Approval Date:

Fingerprint Waiver Status: NA

Approval Date:

TB Test Waiver Status: NA

Approval Date:

Statement of Qualifications

Program Overview

Mills Teacher Scholars, of the Mills College School of Education, is an innovative teacher professional learning program that provides tools and support to teams of K-12 East Bay urban public school teachers, guiding them to change their instruction to more effectively address their students' learning needs. The goal of Mills Teacher Scholars is to create and support teacher learning communities that enhance teachers' abilities to collect and collaboratively analyze their students' work to improve practice and enhance the learning outcomes of the more than 3500 students served by the 130 teachers in the Mills Teacher Scholars project.

Unlike most other professional development programs that focus on supporting teacher practice in general, Mills Teacher Scholar is designed to build the teacher's ability to gather and analyze student learning data. Teachers frame a question about their students' learning, which they pursue by gathering classroom data. As they analyze those data and become smarter about the learning challenges their students face, they are prepared to alter their teaching practice to better meet their students' needs. This results in opening new learning opportunities and ultimately better academic outcomes for students. Learning to frame questions, plan teaching that will make student learning visible, collect and analyze data from students in a systematic way are all essential teaching skills of high quality teaching. To develop our approach we draw on the model of the scholarship of teaching developed by the Carnegie Foundation for the Advancement of Teaching as well as on Dr. Richert's experience from over two decades of preparing Mills College teacher credential candidates and leading teacher research projects for Bay Area teachers. Like Carnegie, the Mills Teacher Scholars Program recognizes the expertise of teachers and the importance of developing that expertise over the teacher's career.

The collaborative nature of the Mills Teacher Scholars inquiry work and our distributed leadership approach supports developing effective teacher leaders and builds the capacity for authentic, sustainable professional learning communities. It also supports teacher retention. In 2013-2014 Mills Teacher Scholars is working with over 130 urban public school teachers in teacher teams from fourteen schools across the East Bay in San Lorenzo, San Leandro, Oakland, Berkeley, and Emeryville.

Mills Teacher Scholars Team

Anna Richert, Faculty Advisor

Anna Richert is a professor of Education and Director of the Master of Arts in Education with an Emphasis on Teaching Program (MEET) at Mills College. For more than two decades she has directed teacher research projects in the San Francisco Bay Area. Her research interests center on the preparation of and on-going support for teachers in urban schools. She recently completed a book project with Teachers College Press titled, *What should I do?: Managing the dilemmas of teaching in urban schools*. She has worked as a Teacher Education Scholar with the Carnegie Foundation for the Advancement of Teaching and recently received a Rockefeller Foundation Bellagio

fellowship. Professor Richert has written many scholarly articles and is a regular presenter at the American Education Research Association meetings. She is a member of the Board of the National Equity Project and a past member of the Board of the National Coalition of Essential Schools. (BS Skidmore College, Education; MA Syracuse University, Education; MA Stanford University, Sociology; PhD, Stanford University, Curriculum and Teacher Education)

Carrie Wilson, Executive Director

Carrie Wilson directs all aspects of program work and supports teachers in the humanities and for teachers focusing on their English language learners. She is a former high school English and English Language Development teacher and has led professional development in teaching English language learners and in secondary literacy strategies. She is a former supervisor and cooperating teacher for Mills College and has studied and presented on focusing teacher talk on student learning. (BA, Emory University, English; MA, Mills College, Education)

Claire Bove, Associate Director

Claire Bove directs the Scholars Group and provides specialized support to the teachers asking questions with a math or science focus. Claire also provides training for new personnel on facilitating school-site groups. Claire is a Carnegie Scholar and a former science teacher. She is co-author of *Teacher Research: Stories of Learning and Growing*, published by NSTA Press. She is a former cooperating teacher for Mills College. Claire has presented regularly on supporting teachers to conduct inquiry on their practice. (BS UC Berkeley, Molecular and Cell Biology; MA UC Berkeley, Education in Math, Science, and Technology)

Aija Simmons, Program Associate

Aija Simmons leads the pilot Mills Teacher Scholars Leaders Network. Aija is a New Highland Academy School-site teacher leader and a graduate of the Mills Teachers for Tomorrows Schools and MEET programs. Aija provides support to build our partnership with Oakland Unified School District where she has been teaching for five years. Through the Scholars Publishing Program Aija [created a website showcasing her inquiry work](#) with the Scholars Group. Aija also leads workshops that are informed by her inquiry work for the Bay Area Writing Project. (BA, UC Berkeley, Sociology; MA, Mills College, Education)

Daniela Mantilla, Program Associate

Daniela Mantilla is a School-site Scholars facilitator and coordinates the MTS blog as well as the on-line Teacher Scholar Workspace. Daniela is a former Mills supervisor and cooperating teacher. She is currently the Title I Coach at Washington Elementary in San Leandro Unified and has worked as a bilingual elementary school teacher in the district for many years. Daniela participated in the Mills Teacher Scholars Group and her current work with MTS supports the School-site Scholars work at Rosa Parks Elementary in Berkeley Unified. (BA, Swarthmore, Psychology; MA, Mills College, Education)

Laura Alvarez, Program Associate

Laura Alvarez is co-leading the Scholars Group and designing language acquisition content support. She is a teacher at Melrose Leadership Academy in Oakland where she continues to research and build on her dissertation work. Laura taught elementary school for four years in a Spanish bilingual program in Oakland, California and prior to completing her doctorate in educational linguistics at Stanford University. (MA Mills College, Education, PhD, Stanford University, Educational Linguistics)

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
06/27/13

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).

PRODUCER Salsbury & Associates Insuranc 3155 Kearney Street, #240 Fremont, CA 94538 Allen E. Salsbury		510-413-0270		CONTACT NAME:	
				PHONE (A/C, No, Ext):	
				FAX (A/C, No):	
				E-MAIL ADDRESS:	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Employers Compensation Ins Co	
				INSURER B: Travelers Property Casualty	
				INSURER C: United Educators Insurance	
				INSURER D:	
				INSURER E:	
				INSURER F:	
INSURED Mills College 5000 MacArthur Boulevard Oakland, CA 94613-1301				NAIC # 11512 36161	

COVERAGES CERTIFICATE NUMBER: 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
C	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		CGL201300061700	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/POP AGG \$ 2,000,000
							Emp Ben. \$ \$1M/\$2M
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			810110D8720	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
C	<input type="checkbox"/> UMBRELLA LIAB	X		GLU201300061700	07/01/13	07/01/14	EACH OCCURRENCE \$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 25,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 25000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	EIG10027717	07/01/13	07/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			ELS201300061700	07/01/13	07/01/14	ea occ 1,000,000
							gen agg 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Oakland Unified School District is named as Additional Insured re: Mills Teacher Scholars Program

CERTIFICATE HOLDER**CANCELLATION**

OAKLDCA

Oakland Unified
School District
Attn: Contracts Administrator
900 High St.
Oakland, CA 94601

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/13

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).

PRODUCER Salsbury & Associates Insuranc 3155 Kearney Street, #240 Fremont, CA 94538 Allen E. Salsbury		510-413-0270 CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Mills College 5000 MacArthur Boulevard Oakland, CA 94613-1301		INSURER(S) AFFORDING COVERAGE INSURER A : Employers Compensation Ins Co NAIC # 11512 INSURER B : Travelers Property Casualty 36161 INSURER C : United Educators Insurance INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	CGL201300081700	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ \$1M/\$2M
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	810110D8720	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25000		GLU201300081700	07/01/13	07/01/14	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	EIG10027717	07/01/13	07/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab		ELS201300081700	07/01/13	07/01/14	ea occ 1,000,000 gen agg 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Berkeley Unified School District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds. Primary wording applies to the GL. RE: Mills Teacher Scholars Program

CERTIFICATE HOLDER		CANCELLATION	
BERKUSD Berkeley Unified School District 2134 Martin Luther King Jr. Wy Berkeley, CA 94704-1180		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 	