Board Office Use: Legislative File Info.	
File ID Number:	14-0459
Introduction Date: 04/09/2014	
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education

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

Board Meeting Date: 04/09/2014

Subject: Professional Service Contract

Contractor: Chirstopher Thomas of San Francisco , CA
Services for: 909-PROFESSIONAL DEVELOPMENT

Board Action Requested and Recommendation:

Ratification by the Board of Education of a Professional Services Contract between the District and Chirstopher Thomas, San Francisco, CA, for the latter to provide: Document and analyze implementation of rubric for professional learning and evaluation. Prepare and co-present at UCEA (University Council of Education Administrators) on Oakland Project (with Johnson-Trammel and Tredway). Conduct and analyze observations, interviews, and surveys as needed to document implementation. Analyze goals/outcomes for alignment with rubric dimensions. Document participation, perceptions and results of project. Prepare reports and presentations to communicate findings. Consult with district supervisor and facilitators and external consultant as needed for the period of 08/15/2013 through 05/15/2014 in an amount not to exceed \$10,000.00.

Background:

(A one paragraph explanation of why the consultant's services are needed.) The consultant attended and participated in the implementation of the OUSD Principal Rubric in 2012-13 by attending monthly meetings of Leadership Task Force and interviewing and observing two principals engaged in the LTF. He produced a case study of the principal implementation. The consultant provided feedback on rubric language. The consultant has participated in research on evaluation systems for school districts and co-authored WestEd reports.

Discussion:

(QUANTIFY what is being purchased.)

Document and analyze implementation of rubric for professional learning and evaluation. Prepare and co-present at UCEA (University Council of Education Administrators) on Oakland Project (with Johnson-Trammel and Tredway). Conduct and analyze observations, interviews, and surveys as needed to document implementation. Analyze goals/outcomes for alignment with rubric dimensions. Document participation, perceptions and results of project. Prepare reports and presentations to communicate findings. Consult with district supervisor and facilitators and external consultant as needed

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Fiscal Impact: Funding resources below not to exceed \$10,000.00

\$10,000.00 General Purpose-Unrestricted

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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PROFESSIONAL SERVICES CONTRACT 2013-2014

Thi	s Agreement is entered into between Christopher Thomas
(CC the spe	DNTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons scially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and appetent 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 on08/15/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below\$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed\$83,400.00, whichever is later. The work shall be completed no later than05/15/2014
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not 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 <i>except</i> :
	which shall not exceed a total cost ofs0.00
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:

P.O. No. __

Requisition No. R0406859

eRev. 3/11/13

Professional Services Contract

OUSD Representative:		CONTRACTOR:	
Name:	LISA SPIELMAN	Name: _	Christopher Thomas
Site /Dept	. 909-PROFESSIONAL DEVELOPMENT	Title:	Program Manager
Address:	2607 Myrtle Street	Address:	2130 Fulton St
_	Oakland, CA 94607		San Francisco , CA 94117
Phone:	510-273-2306	Phone:	415-422-2042

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.

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- 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

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Professional Services Contract

OAKLAND UNIFIED SCHOOL DISTRICT

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.

CONTRACTOR

MARIA SANTOS	02/21/2014	Christopher Thomas	02/26/2014
President, Board of Education Superintendent or Designee	Date	Contractor eSignature	Date
		Christopher Thomas, Prog	gram Manager
Secretary, Board of Education	Date	Print Name, Title	

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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 <u>WITHOUT</u> 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.	of the s attendi Oaklan	ng school 95% or more? 3) How many more stude and children have access to, and use, the health s	re graduating from high school? 2) How many more Oakland children are ents have meaningful internships and/or paying jobs? 4) How many more services they need? Provide details of program participation (Students e to). NOT THE GOALS OF THE SITE OR DEPARTMENT.
	of gran princip Anne F	nd and deliverables, regular meetings with cor als to support the project, and the full integrat Prozan will serve as OUSD facilitator of the pro	g group design of the rubric. She will be responsible for oversight insultant to support implementation, analysis of feedback from ion of this work with the Oakland Unified School District (OUSD). oject. Aaron Townsend will serve as the Human Resources
	facilita	tor and maintain oversight for use of rubric for	evaluation.
3.		ment with District Strategic Plan: Indicate the all that apply.)	e goals and visions supported by the services of this contract:
		sure a high quality instructional core	☐ Prepare students for success in college and careers
		velop social, emotional and physical health	■ Safe, healthy and supportive schools
		eate equitable opportunities for learning	Accountable for quality
	⊠ Hig	h quality and effective instruction	▼ Full service community district
4.	Align	ment with Community School Strategic Site	e Plan – CSSSP (required if using State or Federal Funds):
		select:	
		ction Item included in Board Approved CSSSP:	(no additional documentation required)
	_	Item Number(s): Not Applicable	
		No Restricted Funds	
		ction Item added as modification to Board A anager either electronically via email of scanned do	approved CSSSP – Submit the following documents to the Resource ocuments, fax or drop off.
		anager either electronically via email of scanned do	ocuments, fax or drop off. ghted. Page must include header with the word "Modified", modification
	Ma	anager either electronically via email of scanned do Relevant page of CSSSP with action item highlig	ocuments, fax or drop off. ghted. Page must include header with the word "Modified", modification of site council chair initials and date.
	Ma 1.	anager either electronically via email of scanned do Relevant page of CSSSP with action item highlig date, school site name, both principal and schoo Meeting announcement for meeting in which the	ocuments, fax or drop off. ghted. Page must include header with the word "Modified", modification of site council chair initials and date.
	Ma 1. 2.	anager either electronically via email of scanned do Relevant page of CSSSP with action item highlig date, school site name, both principal and schoo Meeting announcement for meeting in which the	comments, fax or drop off. ghted. Page must include header with the word "Modified", modification of site council chair initials and date. CSSSP modification was approved. cation was approved indicating approval of the modification.
	Ma 1. 2. 3.	Relevant page of CSSSP with action item highlig date, school site name, both principal and school Meeting announcement for meeting in which the Minutes for meeting in which the CSSSP modific	comments, fax or drop off. ghted. Page must include header with the word "Modified", modification of site council chair initials and date. CSSSP modification was approved. cation was approved indicating approval of the modification.
	Ma 1. 2. 3.	Relevant page of CSSSP with action item highlig date, school site name, both principal and school Meeting announcement for meeting in which the Minutes for meeting in which the CSSSP modific	comments, fax or drop off. ghted. Page must include header with the word "Modified", modification of site council chair initials and date. CSSSP modification was approved. cation was approved indicating approval of the modification.
	Ma 1. 2. 3.	Relevant page of CSSSP with action item highlig date, school site name, both principal and school Meeting announcement for meeting in which the Minutes for meeting in which the CSSSP modific	comments, fax or drop off. ghted. Page must include header with the word "Modified", modification of site council chair initials and date. CSSSP modification was approved. cation was approved indicating approval of the modification.

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Scope of Work

OUSD Full Service Community School Leaders: Leadership Task Force

Contractor: Christopher Thomas

Address SSN:

CV Attached

Contract Supervisor (OUSD): Kyla Johnson-Trammell
Dates of Service: August 15, 2013-May 31, 2014 \$10,000
Invoice 1: August 15, 2013 - December 1, 2012 \$5,000

Invoice 2: January 1 - May 31, 2012 \$5,000

Cost per unit (day rate): 20 days @\$500 for Documentation and Evaluation

Invoices: December 1, 2013 and May 15, 2014

Documentation and Evaluation

a. Document and analyze implementation of rubric for professional learning and evaluation.

b. Prepare and co-present at UCEA (University Council of Education Administrators) on Oakland project (with Johnson-Trammel and Tredway)

- c. Conduct and analyze observations, interviews, and surveys as needed to document implementation
- d. Analyze goals/outcomes for alignment with rubric dimensions.
- e. Document participation, perceptions and results of project.
- f. Prepare reports and presentations to communicate findings.
- g. Consult with district supervisor and facilitators and external consultant Tredway as needed

Consultant Alignment with OUSD Principal Rubric Dimensions and District Vision: The consultant attended and participated in the implementation of the OUSD Principal Rubric in 2012-13 by attending monthly meetings of Leadership Task Force and interviewing and observing two principals engaged in the LTF. He produced a case study on the principal implementation. The consultant provided feedback on rubric language. The consultant has participated in research on evaluation systems for school districts and co-authored WestEd reports (See CV).

Supervision: Kyla Johnson-Trammel will participate in the working group design of the rubric. She will be responsible for oversight of grant and deliverables, regular meetings with consultant to support implementation, analysis of feedback from principals to support the project, and the full integration of this work with the OUSD. Anne Prozan will serve as OUSD facilitator of the project. Aaron Townsend will serve as the Human Resources facilitator and maintain oversight for use of rubric for evaluation.

ContractsOnline: Contract Waiver Summary

Site Number-Name: 909-PROFESSIONAL DEVELOPMENT

Principal / Department Head: LISA SPIELMAN

Contractor Name: Christopher Thomas

Business Name: Chirstopher Thomas

Contract Type: Standard

Anticipated Start Date: 08/15/2013 Contract End Date: 05/15/2014

Rate Type: FLAT Contract Amount: \$10,000.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: WAIVED

Waiver-Reduction Type: WAIVED

Other Reduction Amount:

Approval Date: 12/05/2013

Approved by Deputy Superintendent

Billing Waiver Status: Approved Approval Date: 02/07/2014

Fingerprint Waiver Status: Approved Approval Date: 02/10/2014

TB Test Waiver Status: Approved Approval Date: 02/10/2014

Christopher N. Thomas

1953 Golden Gate Ave San Francisco, CA 94115 310.869.2711 cnthomas@usfca.edu

EDUCATION

University of Wisconsin (Madison, WI), 2007 Ph.D. Educational Leadership and Policy Analysis Advisor: Richard Halverson, Ph.D.

Pepperdine University (Malibu, CA), 2000 Master of Science in Administration

University of Indiana (Bloomington, IN), 1996 Bachelor of Science in Elementary Education

Teaching Credentials

- Clear Crosscultural, Language and Academic Development, April 2004
- California Administrative Service Credential, October 2001
- California Professional Clear Credential, October 2000

PROFESSIONAL EXPERIENCE

2007-present	Associate Professor, Department of Leadership Studies, School of Education, University of San Francisco
2005-2007	Assistant Principal, Taylor Prairie K-2 and Cottage Grove 3-5 Schools, Monona Grove School District, Cottage Grove, WI
2005-2006	Graduate Teaching Assistant, Department of Educational Administration, "Introduction to K-12 Instructional Leadership," University of Wisconsin-Madison
2004-2007	Graduate Research Assistant, Data Driven Instructional Systems (DDIS), University of Wisconsin-Madison
2003-2004	Principal, Worthington Elementary Year-Round K-5 School, Inglewood Unified School District, Inglewood, CA
2001-2003	Assistant Principal, Worthington Elementary Year-Round K-5 School, Inglewood Unified School District, Inglewood, CA
Summer 2001	Administrative Designee/Technology Instructor, Smith Elementary K-5 School, Huntington Beach City School District, Huntington Beach, CA
2000-2001	Sixth Grade Language Arts and Social Studies Teacher, Isaac Sowers 6-8 Middle School, Huntington Beach City School District, Huntington Beach, CA
1998-2000	Kindergarten Teacher, John H. Eader Elementary K-5 School, Huntington Beach City School District, Huntington Beach, CA

1997-1998 Fourth Grade Teacher, Burbank Elementary K-6 School, San Bernardino Unified School District, San Bernardino, CA

AWARDS AND HONORS

- Faculty Learning Communities and Teaching Fellow, 2013-2014
- USF Faculty Team Innovation Award, Developing and Enhancing Community-Engaged Learning in USF Graduate Courses (\$5,000), 2013
- Association of California School Administrators Region V Administrator of the Year, Professor of Education, 2009-2010
- Association of California School Administrators, Professor of the Year for California, 2010
- George Tipler Law Study Program Grant, 2006
- Gaddis Travel Fellowship Fund Award (\$300), 2006
- PTA Honoree Service Award (recognition of outstanding service to children and youth), 2000

FUNDED GRANTS

2009 Bui, Y. & **Thomas C.** Jesuit Foundation Pedagogy Grant. (\$5,000). *Preparing Instructional Leaders to Serve All Students*

GRADUATE COURSES TAUGHT

- O&L 621/721 Budget and Finance
- O&L 624/724 Human Resources in Education Management
- O&L 630/730 Educational Leadership
- O&L 632/758 Educational Management and Fundamentals in Management
- O&L 648 Field Experience I
- O&L 649 Field Experience II
- O&L 652/752 Data Based Decision Making for School Leaders
- O&L 652/752 Educational Program Improvement
- O&L 654/754 School, Community and Society
- O&L 655 Masters Field Project/Masters Thesis
 - o Chair, 45 students
- O&L 697/797 Directed Studies
 - o Master/Doctoral, 26 Students
- O&L 698/798 School Leadership for Social Justice
- O&L 731 Politics of Education
- O&L 732 Data, Assessment and Curriculum
- O&L 733 Professional Practice of Educational Leadership A
- O&L 734 Professional Practice of Educational Leadership B
- O&L 790/791 Dissertation Proposal Development/Dissertation Research and Writing
 - o Chair, 7 dissertation committees
 - o Committee member, 23 dissertation committees

Student Dissertation Awards

- Ikeda Center Education Fellow (\$20,000 grant), Mahi Takazawa, Spring 2012
- Allen and Dorothy Calvin Doctoral Dissertation Award Recipient, Jose Gonzalez, Fall 2011

Allen and Dorothy Calvin Doctoral Dissertation Award Recipient, Andres Hernandez, Fall 2010

PUBLICATIONS

Book Chapters

Reed, L., Tran, N., & **Thomas, C.N.** (2012). Point: Does incorporating elements from popular culture such as hip hop on school campuses helps public schools serve diverse student populations? In Charles J. Russo & Allan G. Osborne (Eds.), *Debating Issues in American Education*. Thousand Oaks, CA: SAGE Publications Inc.

Halverson, R. & **Thomas, C.** (2007). The roles and practices of student services staff as data driven instructional leaders. In M. Mangin and S. Stoelinga (Eds.) *Instructional teachers leadership roles: Using research to inform and reform* (pp. 163-182). New York: Teachers College Press.

Peer-Reviewed Journal Articles

Irby, D., & **Thomas, C.** (accepted). "Early Arrival or Trespassing?: Leadership, School Security, and the Right to the School." *Journal of Cases in Educational Leadership*.

Williamson, P., Apedoe, X., & **Thomas, C.** (accepted). Context as Content in Urban Teacher Preparation: A study of the San Francisco Teacher Residency. *Urban Education*.

Dell'Olio, F., Jones, A., Jindra, S., Jungwirth, L., Linsdey, D.B., Lindsey, R.B., Mirci, P., Purrington, L., Moore-Steward, T., **Thomas, C.**, Ward, C., Winkleman, P., Wise, D. (in publication). "CAPEA: Promoting Equity and Excellence in Educational Leader Preparation." *Educational Leadership and Administration, Teaching and Program Development.*

Davis, S., Erickson, D.E., Kinsey, G., Lindsey, D., Moore-Steward, T., Padover, W., **Thomas, C.,** Wildman, L., Wise, D. (2010). "Reforming the California Public School Administrator Licensure System Through the Alignment of Policy, and Practice: Policy Perspectives and Recommendations from the California Association of Professors of Educational Administration (CAPEA)." *Educational Leadership and Administration, Teaching and Program Development, 22*, 66-81.

Halverson, R., Grigg, J., Prichett, R., & **Thomas, C.** (2007). "The New Instructional Leadership: Creating Data-Driven Instructional Systems in Schools." *Journal of School Leadership*, 17(2), 159-194.

Non-Peer Reviewed Publications

Leon, R., Davis, S., Kearney, K., Sanders, N., & **Thomas, C.** (2011). *Key features of a comprehensive principal evaluation system.* San Francisco, CA: California Comprehensive Assistance Center, WestEd.

Davis, S., Kearney, K., Sanders, N., **Thomas, C.**, & Leon, R. (2011). *The policies and practices of principal evaluation: A review of the literature.* San Francisco, CA: WestEd.

Davis, S., Kearney, K., Sanders, N., **Thomas, C.**, & Leon, R. (2011). *The policies and practices of principal evaluation: Executive Summary*. San Francisco, CA: WestEd.

Gonzalez, Jose V. & **Thomas, C.** (2011). Building connections with parents and communities. *Leadership*, 40(5), 20-21.

Thomas, C. & Kearney, K. (2010). Effective principal support: What will it take? *Leadership*, 40(2), 8-11

Borrero, N., Oh, K., & **Thomas, C.** (2009). Does service count for tenure? *Conversations on Jesuit Higher Education*, *35*, 38-40.

Unpublished Works

Thomas, C. (2007). Problem-solving teams and data-driven school leadership: A path toward the next generation of special education services (Unpublished dissertation, University of Wisconsin-Madison). School of Education.

PRESENTATIONS AT PROFESSIONAL CONFERENCES/MEETINGS

Welton, A.D., & **Thomas, C.** (submitted). *Is it a race towards (in)equity? How race to the top frames the discourse on equity for evaluation systems in two states.* Paper presentation submitted for 2014 Annual Meeting of American Educational Research Association, Philadelphia, PA.

Tredway, L., Rigby, J., & **Thomas, C.** (submitted). *Principles matter for principals: effective practices for principal professional learning and evaluation*. Paper presentation submitted for 2014 Annual Meeting of American Educational Research Association, Philadelphia, PA.

Gmelch, W., Hernandez, F., O'Hair, M.J., **Thomas, C.**, &Watkins, L. (2013). *Faculty leadership: The seasons' in the lives of department chairs and deans*. Invited presentation at the University Council for Educational Administration (UCEA) Convention, Indianapolis, IN.

Thomas, C., Tredway, L., Johnson, K. (accepted November 2013). *Supporting effective and equitable evaluation in leadership preparation and school districts*. Paper presentation accepted for 2013 Annual Conference of American Educational Studies Association, Baltimore, MD.

Welton, A.D., **Thomas, C.**, & Williams, M. (accepted November 2013). "Race"-ing to the top: How equity conscious are our nation's educational policies? Paper presentation accepted for 2013 Annual Conference of American Educational Studies Association, Baltimore, MD.

Williamson, P., Apedoe, X., & **Thomas, C.** (April 2013). *Contextualized teacher preparation through the San Francisco teacher residency program.* Paper presentation submitted for 2013 Annual Meeting of American Educational Research Association, San Francisco, CA.

Virmani, R., Williamson, P., Apedoe, X., & **Thomas, C.** (February 2013). *Teacher preparation trough the San Francisco teacher residency program (SFTR)*. Presentation at the First Annual Research and Pedagogy Symposium, San Francisco, CA.

Thomas, C., & Stringfellow, S. (February 2013). *Transforming the education landscape: The role of the Ed.D.* Presentation at the First Annual Research and Pedagogy Symposium, San Francisco, CA.

Thomas C., Huggins, K.S., Irby, D., McCray, C.R., & Welton, A.D. (November 2012). *Leaders creating space for social justice dialogue and action*. Presentation accepted at 2012 Annual Conference of the University Council Educational Administration, Denver, CO.

- **Thomas, C.**, Shiels, S., & Gonzalez, J. (November 2012). *Empowering and engaging the school community*. Presentation accepted at Association of California Administrators 2012 Leadership Summit, San Diego, CA.
- **Thomas, C.** & Sanders, N. (April 2012). Case studies of California school district policies: testing a research-based theoretical model of principal evaluation and improvement. Paper presentation given at 2012 Annual Meeting of American Educational Research Association, Vancouver, BC.
- Huggins, K.S., **Thomas, C.**, Hernandez, F., Irby, D., McCray, C.R., & Welton, A.D. (April 2012). *Using social justice leadership to enact the professional development of rida' educators in urban school professional learning communities.* Paper presentation given at 2012 Annual Meeting of American Educational Research Association, Vancouver, BC.
- Dell'Olio, F., Borba, J., Davis, S., **Thomas, C.**, Wise, D., & Moore-Steward, T. (March 2012). *CAPEA: the way forward.* Panel discussion for the Spring Conference of the California Professors of Educational Administration, Sacramento, CA.
- Bui, Y., **Thomas, C.,** & Wolf, J. (November 2011). *Using student data to make instructional decisions to improve middle school students' reading comprehension*. Paper presentation accepted for the Annual Conference of the International Dyslexia Association, Chicago, IL.
- **Thomas, C.,** Leon, R., Davis, S., & Kearney, K. (November 2011). *Assessing effective leadership: building a coherent principal evaluation system.* Paper presentation given at Leadership Summit of the Association of California School Administrators, Sacramento, CA.
- Kearney, K., Davis S., & **Thomas, C.** (October 2011). *Assessing principal effectiveness: research, policy, and best practices to use now.* Paper presentation given at 2011 Personnel Institute of Association of California School Administrators. Berkeley, CA.
- Leon, R., & **Thomas, C.** (August 2011). Research and best practices in the high stakes arena of principal evaluation. Paper presentation given at the National Council of Professors of Educational Administration, Portland, OR.
- Davis, S., Kearney, K., Leon, R., Eilor White, M., & **Thomas, C.** (March 2011). *Principal evaluation: research, policy, and practice*. Paper presented at the Spring Conference of the California Association of Professors of Educational Administration, Sacramento, CA.
- Irby D, & **Thomas C.** (October 2010). *The bridge that gun free schools act of 1994 built: an inquiry into the role of law enforcement in schools.* Paper presented at the 2010 Annual Conference of the University Council Educational Administration. New Orleans, LA.
- **Thomas,** C. & Fraser, K. (October 2010). *Leadership for social justice*. Roundtable presentation, California Association of Professors of Education Administration Conference, Pomona, CA.
- **Thomas, C.**, Oh, K., & Borrero, N. (May 2010). *Understanding the implementation of response to intervention: a case study of an urban K-5 elementary school*. Round table presentation given at the American Education Research Association, Denver, CO.
- **Thomas, C., &** Oh, K. (October 2009). *Response to intervention-differentiating instruction*. Presentation at the Network for Inclusive Catholic Education (E) Conference, Burlingame, CA.

Thomas, C., Bui, Y., & Oh, K. (February 2009). *Practical suggestions in planning and implementing response to intervention (RTI)*. Presentation at the Association of California School Administrators Region V Program Meeting, South San Francisco, CA.

Tran, N., Reed, L., & **Thomas, C.** (2008). *Using hip-hop to move toward social justice leadership*. Paper presented at the 2008 Annual Conference of the University Council Educational Administration. Orlando, FL.

Thomas, C. N. & McKinney, S. (2008). *Gearing up: existing problem solving structures and the implementation of response to intervention.* Paper prepared for the 2008 Annual Conference of the American Education Research Association. New York, NY.

Halverson, R., Grigg, J., **Thomas, C.**, Sorensen, K. N., & Liou, Y. (2008). *Distributed leadership and power: a new lens for how school leaders create the capacity to use data in schools*. Paper presented at the 2008 American Educational Research Association Annual Meeting, March 26, New York, NY.

Halverson, R. & **Thomas, C. N**. (2006). *The roles and practices of student service staff as the data-driven instructional leaders*. Paper prepared for the 2006 Annual Conference of the University Council of Educational Administration. San Antonio, TX.

Thomas, C. N. & Searl, J (2006). *SOAP: A case study of cleaning up special education in one urban school district.* Paper prepared for the 2006 Annual Conference of the American Education Research Association. San Francisco, CA.

Halverson, R., Grigg, J., Prichett, R., & **Thomas, C.** (2005). *Constructing data-driven instructional systems in schools*. Paper presented at the University Council of Educational Administration, November 12, Nashville, TN.

Halverson, R., Grigg, J., Prichett, R., & **Thomas**, C. (2005). *The new instructional leadership:* Constructing data driven instructional systems in schools. Paper presented at the National Conference of Professors of Educational Administration, July 27, Washington, D.C.

SERVICE

Service to the Department of Leadership Studies

- Director of Preliminary and Clear Administrative Services Credential Program, 2007-present
 - California Commission for Teacher Credentialing Program Assessment
 Document Credential Preliminary/Clear Administrative Credential, 2011-2012
 - o California Commission for Teacher Credentialing Biennial Report Credential Preliminary/Clear Administrative Credential, 2008-present
 - Western Association of Schools & Colleges accreditation Credential Preliminary/Clear Administrative Credential, 2007-present
 - o Creator, Host Annual Interview Nights, Spring 2011-present
 - Hosted "Time Management Strategies for Administrators and Managers" webinar in conjunction with ACSA, USF, September 2011
 - o Revised Clear Program (Created 5 new courses)
 - Designed Instructional Leadership Capstone, Spring 2012
- Co-founder/Co-Director, Higher Education and Student Affairs Program, 2010-present
- Director of the International School Leadership Program (EARCOS), 2008-present

- Faculty Advisor, Doctoral/Masters/Credential Candidates, 2007-present
- New faculty mentor, 2010-present
- Information meetings for prospective students, 2009-present

Service to the School of Education

- Department Chair, 2009-present
 - Western Association of Schools & Colleges accreditation O&L Masters/Doctoral Program, 2010-present
 - o Participant, USF Department Chairs Kickoff Event, August 2012
 - Participant, Department Chair Orientation, "Faculty Leadership; Balancing Tradeoffs," September 2011
 - o Participant, New Chair Orientation, January 2011
 - o Revised Masters O&L Program, Fall 2010
- Co-Director of the Carnegie Project for the Educational Doctorate (CPED), 2011-present
- SOE Co-Faculty Association Chair, 2011-present
- Member, Assessment Committee, 2012 -present
- Member, Curriculum Committee, 2009-present
- SFUSD RTI Professional Development Planning Committee, 2013
- Reviewer, Research and Pedagogy Symposium (RaPs), Spring 2013
- First Sound Planning Committee, Spring 2013
- O&L Search Committee Chair, 2012-2013
- Presenter, Private Presentation to the Chinese Delegation and Education Bureau, November 2012
- Organizer and Moderator, Education as a Human Right: A Panel Discussion with the Candidates for the San Francisco School Board, 2012
- Presentation to School of Education Staff on Leadership, 2012
- Keynote Speaker, Phi Delta Kappa Spring Initiation Ceremony and Dinner Meeting, 2012
- Faculty Advisor, Graduate Student Association (GSA), 2008-2011
- Participant, Writing Retreat, Fall/Spring 2009-2011, Spring 2013
- Participant, Teaching Retreat, Fall 2010, Fall 2011
- Guest Speaker, Special Education Law Course in the Department of Learning and Instruction, "Special Education Law; Leadership Perspective," April 2010
- Guest Speaker, Dance Outreach Class, November 2009
- Chair, Organization and Leadership Department Search Committee, 2010-2011
- Organizer and Host, "Rethinking Education in the Age of Technology: The Digital Revolution and Schooling in America" at USF, Fromm Hall, October 2009
- Member, SOE Vision 2014 Planning Committee, Group A1, February 2009
- Member, Strategic Planning Committee, February 2009
- Member, Teacher Education for the Advancement of a Multicultural Society (TEAMS) Advisory Board, 2008-2012
- Committee Member, Dissertation Fellows Search Committee, April 2008

Service to the University of San Francisco

- McCarthy Center Steering Committee Meeting 2012-present
- CTE Diversity Intensive Sub-Committee Meeting 2013-present
- SF Engage Working Group, Fall 2012-present
- Panelist, Panel on Careers in Education, June 2013
- Presenter, Muscat Scholars Boot Camp, August 2012

- Participant, McCarthy Center Stakeholder Forum, 2012
- Member, Tim Wise Working Group Meeting, December 2012
- Member, Planning Committee, Intercultural/Interracial Community Dialogue at USF featuring Tim Wise, April 2012-present
- Member, ABC Model Task Force, Spring 2012
- Participant, USF Office of Diversity Engagement and Community Outreach, "More Than Magic: 2nd Annual Fundraiser," April 2012
- Member, Upward Bound (UB) Research / Evaluation Meeting, March 2012
- Peer Consultant, Center for Teaching Excellence Peer Consulting, Spring 2012-present
- Participant, Faculty Book Club, August 2011-present
- Participant, USF LGBTQ Allies Workshop, San Francisco, June 2012
- Participant, Managing Conflict and Colleagues: Mending Cracks in the Ivory Tower, USF, February 2012
- Participant, "Reinventing Rigor," by the Center for Teaching Excellence, San Francisco, January 2012
- Participant, Open Classroom Pilot, March 2011
- Member, Assessment Task Force, 2010-2011
- Participant, Classroom Utilization Focus Group, September 2010
- Committee Member, Student Life Student Leadership Committee, Spring 2010
- Participant, NAFSA Visit to USF, April 2010
- Participant, Western Conversations in Jesuit Higher Education (University of San Francisco 3-day workshop), October 2008
- Instructor, Competency Assessment in Distributed Education (CADE)/Jesuit-Net, 2008
- Participant, Faculty Service Learning Seminar, Fall 2008

Service to the Profession

- Carnegie Project for the Educational Doctorate (CPED)
 - o Member, Funding Committee, CPED, Summer 2012-present
 - o Co-chair, Community Partnership Committee, CPED, Summer 2012-present
 - Participant, Explorers Workshop on Working with Networked Improvement Communities Using Improvement Science, Fall 2012
- California Association of Professors of Educational Administration (CAPEA)
 - o President, 2011-2012
 - o President-Elect, 2010-2011
 - o Membership Chair, 2008-2010
- American Educational Research Association (AERA)
 - o Member, Affirmative Action Committee for Division A, 2012-present
 - o Member, Nomination Committee, Leadership for Social Justice SIG, 2012
 - o Member, Leadership for Social Justice Special Interest Group, 2007-present
 - o Member, Safe Schools Special Interest Group, 2011-present

Chair/Discussant of a Conference Panel:

• Thomas, C. (2012). Chair/Discussant of session: *New York City-Comprehensive Principal Evaluation Systems in Practice* at the Enhancing Principal Effectiveness Through Comprehensive Principal Evaluation Systems Conference, WestEd, San Francisco, CA.

• Thomas, C. (2009). Chair/Discussant of session: *Leadership and Student Achievement: Policy Concerns, Effects and Methods* at the University Council for Educational Administration (UCEA) Convention, Anaheim, CA.

Publication Reviews:

- Publications Committee, Leadership for Social Justice Special Interest Group, American Educational Research Association (2011). Global Leadership for Social Justice: *Taking it* from the Field to Practice.
- The David and Lucile Packard Foundation and the California State University (2011). *The After School Program Handbook for School Site Leaders*.
- Kearney, K. (2011). Effective Principals for California Schools: Building a Coherent Leadership Development System. San Francisco: WestEd.
- McMackin, H., & Johns, C. (2009) *Empowered High School Model*. Larchmont, NY, Eye on Education.
- RTI Manuscript Review (2008). Larchmont, NY, Eye on Education.

Conference Reviews:

- American Educational Research Association (Div. A), 2012
- University Council of Educational Administration, 2009, 2012, 2013

Service to the Community

- Region 5 Officer, Association of California School Administrators (ACSA), 2007-present
- Board Member, Center for Leadership Equity and Research (CLEAR), 2011-present
- Member, Integrated Leadership Development Initiative (ILDI), 2009-present
- Collaborate with Opportunity Impact, 2007-present
- Peru Immersion Program with USF and Colegio Miguel Pro, 2008-2010
- Volunteer and collaborate with De Marillac Academy, providing mentorship for administrators to use data-based decision making, 2007-present

Consulting:

- Principal Evaluation, Oakland Unified School District, 2012-present
- Response to Intervention (RTI) Consulting for Mount Pleasant School District, San Jose, Spring 2011

MEMBERSHIPS IN PROFESSIONAL ORGANIZATIONS

- Association of California School Administrators
- American Educational Research Association
- Association for Supervision and Curriculum Development
- California Association of Latino Superintendents & Administrators
- California Association of Professors of Education Administration
- Integrated Leadership Development Initiative
- National Council of Professors of Educational Administration
- Center for Leadership Equity and Research