gislative File Info.	
17-1561	
8/23/17	
17-1294	
8-23-1704	
	8/23/17



Memo

To

Board of Education

From

Kyla Johnson-Trammel, Superintendent

Board Meeting

Date

August 23, 2017

Subject

Memorandum of Agreement - Bay Area Teacher Training Institute - (contractor) - Community Partnerships Unit - 922/Community Schools and Student Services

Department (site/department)

Action Requested

Approval of a Memorandum of Agreement between the Oakland Unified School District and Bay Area Teacher Training Institute, Oakland, CA, to be primarily provided at Hoover Elementary School for the period of June 1, 2017 through

June 30, 2020.

Background

A one paragraph explanation of why the consultant's services are needed. Bay Area Teacher Training Institute (BATTI) will provide teaching credential candidates from the University of the Pacific, Stockton, CA, to offer support for students in the Springboard Collaborative program at Hoover Elementary School. BATTI offers two-year combined Masters and credential programs for Bay Area educators, under the sponsorship of the University.

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Agreement between the District and Bay Area Teacher Training Institute, Oakland, CA, for the latter to work in collaboration with Springboard Collaborative to provide support services for students at Hoover Elementary School, via the Community Schools and Student Services Department, for the period of June

1, 2017 through June 30, 2020, at no cost to the District.

Recommendation

Approval of a Memorandum of Agreement between the Oakland Unified School District and Bay Area Teacher Training Institute, Oakland, CA, to be primarily provided at Hoover Elementary School for the period of June 1, 2017 through June 30, 2020.

Fiscal Impact

Funding resource name (please spell out): No Fiscal Impact

Attachments

Memorandum of Agreement Certificate of Insurance

Scope of Work

Statement of Qualifications



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

Legislative File ID No. 17-1561				
Department: 922/Community Schools and Student Services Department				
Vendor Name: Bay Area Teacher Training Institute (BATTI)				
Contract Term: Start Date: 06/01/2017 End Date: 06/30/2020				
Annual Cost: \$ 0				
Approved by: Andrea Bustamante				
Is Vendor a local Oakland business? Yes V No				
Why was this Vendor selected?				
School-sites select partner for In-Kind agreement.				
Summarize the services this Vendor will be providing.				
Summarize the services this vendor will be providing.				
BATTI teaching credential candidates provide support for students in the Springboard summer program.				
BATTI teaching credential candidates provide support for students in the Springboard summer program.				
BATTI teaching credential candidates provide support for students in the Springboard summer program. Was this contract competitively bid? Yes No				
BATTI teaching credential candidates provide support for students in the Springboard summer program. Was this contract competitively bid? Yes No V If No, answer the following:				
Was this contract competitively bid? Yes No V If No, answer the following: 1) How did you determine the price is competitive?				
Was this contract competitively bid? Yes No V If No, answer the following: 1) How did you determine the price is competitive?				

Legal 1/12/16

2)	Pleas	se check the competitive bid exception relied upon:
		Educational Materials
		Special Services contracts for financial, economic, accounting, legal or administrative services
	Ц	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
		Professional Service Agreements of less than \$87,800 (increases a small amount on January 1 of each year)
		Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
		Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
	Щ	Emergency contracts [requires Board resolution declaring an emergency]
	Щ	Technology contracts
		electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
		contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
		Western States Contracting Alliance Contracts (WSCA)
	_	California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
	\sqsubseteq	Piggyback" Contracts with other governmental entities
		Perishable Food
	Ш	Sole Source
		Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price
		Other, please provide specific exception

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MEMORANDUM OF UNDERSTANDING BETWEEN A PARTNER ORGANIZATION OR INDIVIDUAL AND OAKLAND UNIFIED SCHOOL DISTRICT

I. **Parties** The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and Bay Area Teacher Training Institute (BATTI) [CONTRACTOR—name of your organization]. WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD, the students, or the parents; and BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU. H. Program Name(s) Unless otherwise agreed to in writing by the parties, the Program(s) governed by this agreement are the following: Bay Area Teacher Training Institute in collaboration with Springboard Collaborative in Oakland Unified School District

III. CONTRACTOR Responsibilities/Scope of Services

A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.

	1.	A brief description of the type of services your program(s) generally provides.
		BATTI teaching credential candidates provide support for students in the Springboard Collaborative
		program in OUSD.
	2.	The relevant experience of the CONTRACTOR personnel that will be providing the services:
		The Bay Area Teacher Training Institute (BATTI) offers two-year combined Masterê and credential
		programs for Bay Area educators, under the sponsorship of the University of the Pacific, Stockton.
	3.	Please check <u>all</u> of the expectations or goals below that are in agreement with your program's services.
	Deve Deve	re a high quality instructional core lop student's social health/skills lop student's emotional health lop student's physical health
Z	Deve	lop student's cognitive and academic skills
Z		e equitable opportunities for learning re, maintain, or support high quality and effective instruction
	Prepa	ire students for success in college and careers
Z		ensure, create, and/or sustain safe, healthy and supportive schools e accountability for quality
	Help	create full service community schools in OUSD
	Other	ase, raise graduation rates
В.	wit	sure that all CONTRACTOR personnel, including subcontractors, will comply h any policy and systems in place at OUSD and School(s). This includes, but is limited to the following:

- Drug and Smoke Free—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 drugs on these School(s).
- 2. Anti-Discrimination—It is the policy of OUSD that in connection with CONTRACTOR's services in this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws.
- 3. 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 OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict does arise.
- 4. Family Education Rights and Privacy Act—CONTRACTOR shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
- C. TB and Fingerprinting Clearance—Ensure that all CONTRACTOR personnel, including subcontractors, who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to DOJ and FBI criminal background check via Live Scan or a similar service as required by the Education Code, and (c) taken a tuberculosis test during the current fiscal year. Please see Section IV for the relevant documentation that is required.

D. Insurance

- General Liability: EITHER (a) CONTRACTOR maintains general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD OR (b) CONTRACTOR is not required to maintain general liability insurance under this agreement if the Risk Management Officer signs a waiver of insurance. Please see Section IV for the relevant documentation that is required.
- 2. Workers' Compensation: If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and

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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. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Please see Section IV for the relevant documentation that is required.

☐ The requirements under Section D, 2. will not apply if CONTRACTOR
checks or marks this box and by doing so confirms and represents that it does
not employ anyone in the manner subject to the workers' compensation laws
of California.

- E. Communication—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, provide reasonable data and information to students participating in the CONTRACTOR's program.
- F. Confidentiality—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.
- G. Register With/Update Community Partner Platform—Contractor shall register in OUSD's Community Partner Platform database and perform annual updates by August 31 of each year, to maintain full and complete up-to-date information.

IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

A. TB and Fingerprinting Clearance:

Contractor (Individual):

Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

Contractor (Agency):

Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

B. Insurance:

Contractor (Individual/Agency):

Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

V. Responsibilities of Oakland Unified School District

- A. Space—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- C. Data—Ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.
 - For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not limited to, state test scores and site-based assessments. Students identified may be protected by the use of ID numbers.
 - Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

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any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By: MARTIN C. YOUNG PRO	4	3/17 (MM/DD/YYYY) rint Name & Title)
COMMUNITY SCHOOLS S	TUDENT SERVICES (ST	ponsoring OUSD Department)
By: Rhh. / fryk	Dated: 06/13/17	(MM/DD/YYYY)
Executive Director, Robert Houghteling	(P	rint Name & Title)
Bay Area Teacher Training Institute		ONTRACTOR—Org. Name)
Approved as to form and procedure	James Harris President, Board of	Education
-Michael L. Smith, Deputy Ge		OT/IT (MM/DD/YYYY)
Oakland Unified School Dist Kyla R. Johnson frammell rev. 11/16 Secretary, Board of Education	e 9/13/17	OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at https://www.sam.gov/

File ID Number: 17-156/ Introduction Date: 9-13-17 Enactment Number: 17-1294 Enactment Date: 9-13-170/ By:

Bay Area Teacher Training Institute

An off-site cohort of University of the Pacific 1624 Franklin St, Suite 1005 • Oakland, CA 94612 • (510) 891-1173

- www.ba-tti.org

June 14, 2015

To Whom it May Concern:

SCOPE OF WORK

During the summer of 2017 the Bay Area Teacher Training Institute (BATTI) will continue its partnership with OUSD and Springboard Collaborative to provide teachers for the Hoover Elementary Summer School.

BATTI will provide these services:

- Seven (7) BATTI students enrolled in our Multiple Subject Credential program
 will serve as classroom teachers in the summer schools. Six will be working in
 pairs, and one student will lead her own classroom. These students have received
 training in teaching reading, English language instruction, and math in their first
 year of our two-year program. They are well-prepared to teach the Springboard
 Collaborative curriculum, especially reading.
- Three BATTI supervisors will visit our students' classrooms three times each this summer. They will read prepared lesson plans, observe lessons, meet in post-conference, and send final observation reports.
- These supervisors will suggest resources and new teaching techniques to the student teachers to enhance their teaching for summer school students.
- These supervisors will also work with the site supervisor (summer school principal) to further support these beginning teachers and their summer school classrooms.

Submitted by Robert Houghteling Executive Director

Board of Directors

President: Miriam Phillips, Retired Business Manager, The San Francisco School • Treasurer: Matt Reno, Director of Operations, Aim High • Secretary: Katrina Tilds, BATTI Instructor and Teacher, Lawton Elementary, SFUSD • Marguerite Conrad, Associate Professor, SF State University • Suzette Duncan, BATTI Alumna and Teacher, The Alt School • Terry Edeli, Retired Head, The San Francisco School, Educational Consultant • Chanda Guerin, Interim Executive Director, Seven Tepees Youth Program • Jennifer Liu, Director of New Teacher Institute, Town School for Boys • Jonathan Mayer, Principal, Claremont Middle School, Oakland USD • Sarah Sandford-Smith, Labor and Employment Attorney

Executive Administration



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2017

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 policles may require an endorsement. A statement on this certificate does not confer rights to the

certificate holder in li	eu of such endorsement(s).		or riginio to the			
PRODUCER		CONTACT Denise Billings / Vanessa Weidauer	· · · · · · · · · · · · · · · · · · ·			
Anixter & Oser,	Inc.	PHONE (A/C, No. Ext): (415)898-1600 FAX (A/C, No. (415))898-3922			
License OE28888		E-MAIL ADDRESS; vanessa@properlyinsured.com				
205 San Marin Dri		INSURER(S) AFFORDING COVERAGE	NAIC #			
Novato	CA 94945-1227	INSURER A Sentinel Ins Co LTD	11000			
INSURED		INSURER B Hartford Ins Co of the Midwest	37478			
Bay Area Teacher Training Institute		INSURER C:				
6134 Harwood Ave		INSURER D:				
l		INSURER E :				
Cakland	CA 94618	INSURER F:				
COVERAGES	CERTIFICATE NUMBER:CL1612161					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD						

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.

		INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	ЦМІТ	S	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	_					EACH OCCURRENCE DAMAGE TO RENTED	\$	2,000,000
-	OB WIND-INADE A COCON	x		57SBMBF8659	11/1/2016	11/1/2017	PREMISES (Ea occurrence) MED EXP (Any one person)	\$	1,000,000
							PERSONAL & ADV INJURY	\$	2,000,000
-	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
- }	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
\dashv	OTHER:						Liquor Liability	\$	2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
- }	ANY AUTO ALL OWNED SCHEDULED						BODILY INJURY (Per person)	\$	
-	AUTOS AUTOS						BODILY INJURY (Per accident)	\$	
-	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	·
\rightarrow								\$	
- }	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
ŀ	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION \$							\$	
- [.	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER OTH- STATUTE ER		
_	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		57WECGI6714	1/1/2017	1/1/2018	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
-	DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000

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

Oakland Unified School District is named as additional insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District Attention: Risk Management 1000 Broadway	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Suite 440	AUTHORIZED REPRESENTATIVE
Oakland, CA 94607	D J. Billings/NESSA

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An off-site cohort of University of the Pacific 1624 Franklin St, Suite 1005 • Oakland, CA 94612 • (510) 891-1173

www.ba-tti.org

June 13, 2017

To Whom It May Concern:

This letter certifies that all BATTI personnel who will be teaching at OUSD between June 1, 2017 to September 30, 2017 have been screened for TB and their fingerprints have been cleared by DOJ/FBI. These are the following BATTI Supervisors who will be working at OUSD sites this summer:

- Elissa Moriarty
- Lynna Tsou
- Ana Zamost

Sincerely,

Bob Houghteling Executive Director

Board of Directors

President Miriam Phillips, Retired Business Manager, The San Francisco School • Treasurer: Matt Reno, Director of Operations, Aim High • Secretary: Katrina Tilds, BATTI Instructor and Teacher, Lawton Elementary, SFUSD • Marguerite Conrad, Associate Professor, SF State University • Suzette Duncan, BATTI Alumna and Teacher, The Alt School • Terry Edeli, Retired Head, The San Francisco School, Educational Consultant • Chanda Guerin, Interim Executive Director, Seven Tepees Youth Program • Jennifer Liu, Director of New Teacher Institute, Town School for Boys • Jonathan Mayer, Principal, Claremont Middle School, Oakland USD • Sarah Sandford-Smith, Labor and Employment Attorney

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www.ba-tti.org

Statement of Qualifications

The Bay Area Teacher Training Institute (BATTI) has a mission to provide the highest quality graduate level instruction to a supportive cohort community of elementary school assistant teachers and aspiring school leaders working at independent, public, and charter schools. BATTI seeks to diversify the teaching profession by attracting more males and teachers of color.

Founded in 2002, The Bay Area Teacher Training Institute (BATTI) is a Master's and credential program for Bay Area educators, offering two residency programs based on the principle of "Learning By Doing." BATTI makes it possible for elementary school assistant teachers working at one of over 30 excellent independent, parochial, district, and charter schools to receive a California Multiple Subject credential while working full time as paid assistant teachers. BATTI also offers a Master of Arts in Educational Leadership for aspiring school administrators that began in September 2015 and combines coursework, mentorships, and fieldwork.

BATTI has designed a successful, proven teacher training program that has graduated over 300 teachers in the last 14 years and has helped place them in rewarding teaching jobs. Because the program offers such an in-depth hands-on residency program that emphasizes practical preparation such as classroom management and close mentoring, approximately 80% of graduates are still teaching in the classroom compared to a 50% national average for credential programs. Over 50% of BATTI graduates are teaching low-income students in public schools in the San Francisco Bay Area.

The preliminary credential and Master's program is designed to serve paid assistant teachers from a coalition of independent, parochial, public, and charter schools. It is open to all candidates interested in receiving excellent training, attending inspiring seminar classes, and gaining a Master's and multiple subject credential, qualifying them to teach in any California public or private elementary school, or in a core program of a middle school. Our program provides supervision from veteran teachers to credential students, in addition to the guidance the residents receive from mentor/lead teachers at their schools.

For more information please visit www.ba-tti.org.

Board of Directors

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Executive Administration

Summer - BATTI Springt Edit Program

Deactivate

Collaboration

Data Completeness:

69%

Program Information

Program Name	Summer - BATTI Springboard Collaborati
--------------	--

Community School Element Academic & Social Emotional Learning

Service Types Literacy education and activities, Math ec

Program Description not provided

Last verified

Program Details

Student Population	All Students
Target Ethnicity/Culture Groups	not provided
Target Demographic Groups	not provided
Target Grade Levels	not provided
Service Times	not provided
Service Days	not provided

Schools

Hoover Elementary

Snow Details

Organization Information

Name **BATTI - Bay Area Teacher Training Inst**

Primary Organization Contact Robert Houghteling

SAM Search Results List of records matching your search for:

Search Term: bay* area* teacher* training* institute*
Record Status: Active

No Search Results