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Introduction Date 02/25/2015

Enactment Number 15-0215

Enactment Date 2/25/15 or

**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by
Procurement)

2/25/15

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

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

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

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

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

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

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



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

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

Recommendation

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

Fiscal Impact

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

Attachments

- Professional Services Agreement

DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

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

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

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

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING

School District Responsibilities:

A. Hiring Commitment.

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

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

B. Hiring Process.

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

Teach For America Responsibilities:

C. Candidate Recruitment and Selection.

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

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

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

II. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS

School District Responsibilities

A. Employment Status.

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

viii. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two-year commitment by mutual agreement between School District and such Teacher(s).

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

Teach For America Responsibilities

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

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

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

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

B. Credentialing Services.

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

III. GENERAL PROVISIONS

A. Fees-for-Service.

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

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

- i. \$2,000 each year for each Teacher rated as “developing”, “met” or “exceeded goals” in the previous academic school year based on the summative observation of School District’s Teacher Growth and Development System (“TGDS”), as outlined in **Appendix C**.
 - ii. \$0 each year for each Teacher rated as having made “insufficient progress” in the previous academic school year based on School District’s TGDS summative observation, as outlined in **Appendix C**.
- v. Total fees paid by School District to Teach For America based on the terms outlined in section IIIA will not exceed \$350,000 for any given academic school year (as specified in section III D).
- B. Non-refund. Teach For America shall have no obligation to refund to School District any amount paid by School District in respect of any Teacher for any reason whatsoever. For the avoidance of doubt, School District will be invoiced fees for each of the individual Teacher(s) initially employed by the School District at the start of each academic school year and for the performance of each of the individual Teacher(s) employed at the end of the previous academic school year.
- C. Invoicing. Teach For America will invoice School District for all amounts due hereunder with respect to Teachers hired for each new academic year as well as Teacher performance for the previous academic year, within thirty (30) days of the start of the academic school year, provided that Teach For America’s failure to timely do so, will not constitute a waiver of any of Teach For America’s rights hereunder or constitute a breach by Teach For America of this Agreement.
- D. Term. This Agreement will expire on June 15, 2018, but all provisions applicable to the 2017 cohort of Teachers will remain in effect through September, 2018 and may be renewed at the end of the term on the same or substantial similar terms by mutual agreement of the parties.
- E. Termination. This Agreement may be terminated as follows:
 - i. at any time by mutual written agreement of the Parties;

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

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

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

H. Mutual Indemnification.

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

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

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

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

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

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

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

If to Teach For America:

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

If to School District:

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

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

Oakland Unified School District

By _____
Name:

Title:

Date:

TEACH FOR AMERICA, INC.

By  _____
Name: Eric Seroggins

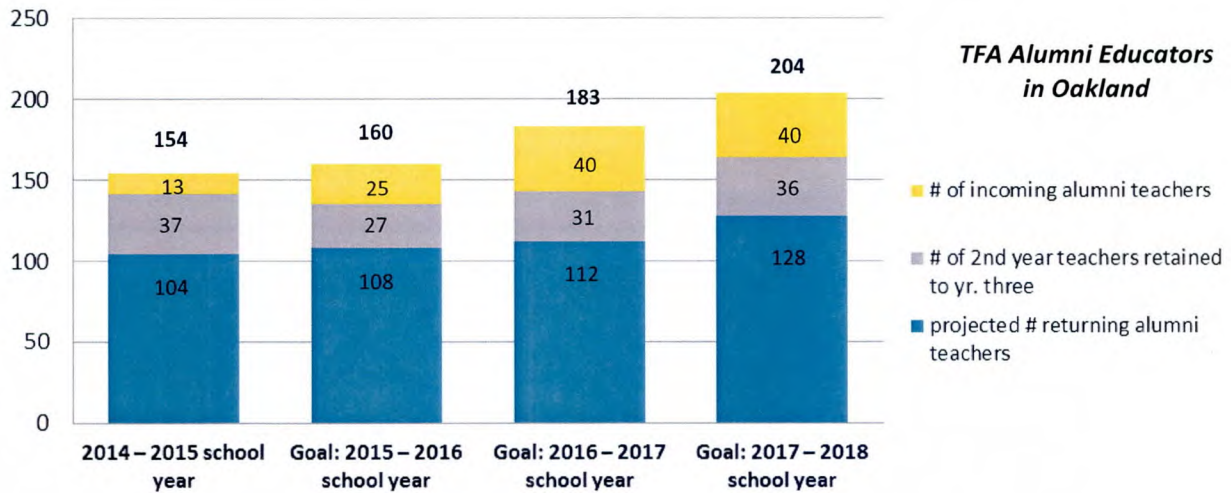
Title: Executive Director

Date:

APPENDIX B

Retaining and recruiting experienced teachers in Oakland schools

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



How we will do this:

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

APPENDIX C

Teacher Growth and Development System (TGDS)

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

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

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

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

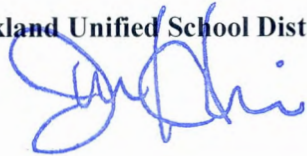
The Oakland Effective Teaching Framework serves as the foundation for the TGDS evaluation process. It provides a shared understanding of the effective teaching practices that have the greatest potential to transform student learning across Oakland. The OETF is a reflection of the Oakland context and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

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

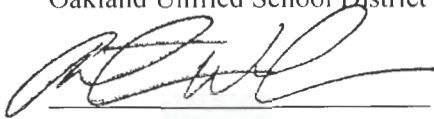
The OETF offers teachers and observers a developmental continuum by which to evaluate teaching practice. The framework provides four distinct levels of teaching performance (Beginning, Developing, Proficient, Exemplary) that describe measurable teaching actions and provide a roadmap for improvement in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



Oakland Unified School District

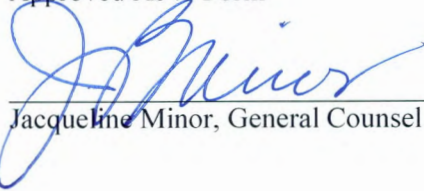


President, Board of Education
Oakland Unified School District



Superintendent & Secretary, Board of Education
Oakland Unified School District

Approved As to Form



Jacqueline Minor, General Counsel

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

APPENDIX A

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

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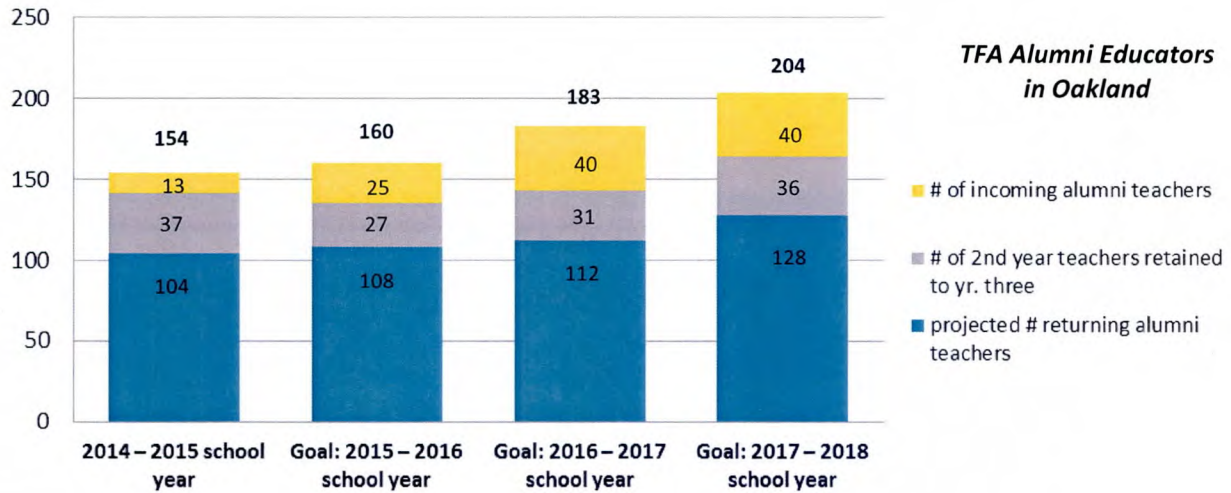
Fees shall be determined by the actual number of Teachers hired under this Agreement.

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

APPENDIX B

Retaining and recruiting experienced teachers in Oakland schools

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



How we will do this:

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

II. TGDS: A Focus on Continuous Growth

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

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

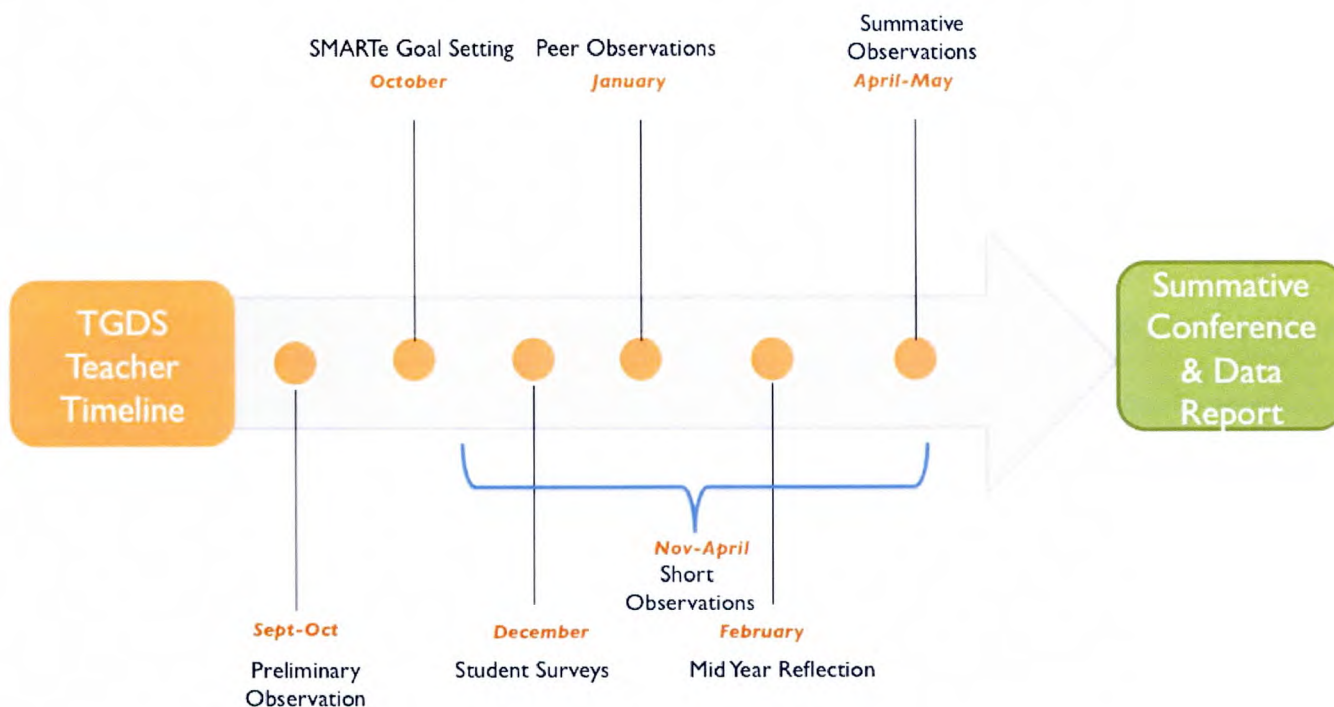
Classroom Observations: Throughout the year, teachers will have the opportunity to demonstrate mastery in the observable domains of the Oakland Effective Teaching Framework. At the end of the year, the highest score of every indicator (regardless of whether obtained in a short or long observation) will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

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

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



III. TGDS Evaluation Cycle



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

Student Survey	<ul style="list-style-type: none"> -Measures how students view a teacher's expectations, equity in the classroom, and classroom management -Teacher administered
Summative Evaluation Cycle	<ul style="list-style-type: none"> -Includes Pre-Conference/Post Conference -Long observation 30+ Minutes -Teacher completes self reflection and submits rating prior to post-conference
Summative Conference	<ul style="list-style-type: none"> -Reflects growth and development across evaluation cycle -Teacher provided with multiple performance rating: one for each of the 4 domains, one for professional growth (based on SMARTe goals) and one overall rating