

Board Office Use: Legislative File Info.	
File ID Number	13-0242
Introduction Date	2/27/13
Enactment Number	13-0408
Enactment Date	2-27-13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The Board of Education
From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement) 2-27-13

Subject Professional Services Contract -
The Reading and Writing Project Ridgefield CT (contractor, City State)
 _____ (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and The Reading and Writing Project Network. Services to be primarily provided to _____ for the period of 02/01/2013 through 02/01/2013.

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

The Reading and Writing Project provided 2 staff developments to present an on site 5 day institute on the Teaching of Reading to grades K-5 teachers. Approximately 50 teachers were trained in this curriculum during the institute. The goals of these institutes is to increase the level of student reading in the District.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of a professional services contract between the District and The Reading and Writing Project Network, LLC for the later to provide a professional development, One day conference, K-5 Units of Study in Reading, to approximately 50 teachers for the period February 1, 2013 in an amount not to exceed \$6,500.00

Recommendation Ratification of professional services contract between Oakland Unified School District and The Reading and Writing Project Network. Services to be primarily provided to _____ for the period of 02/01/2013 through 02/01/2013.

Fiscal Impact Funding resource name (please spell out) Tier 3-Sitebased Literacy not to exceed \$ 6,500.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications

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OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

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

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 02/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 02/01/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Six thousand, five hundred only Dollars (\$6,500.00). 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: n/a.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the 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. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 1. Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 2. Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* n/a which shall not exceed a total cost of \$ 0.00.
6. **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.

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:

Professional Services Contract

OUSD Representative:

Name: Erin Cogan
Site /Dept.: _____
Address: _____
Oakland, CA
Phone: (510) 336-7513

CONTRACTOR:

Name: Kathleen Neville
Title: Executive Administrator
Address: 18 Pelham Lane
Ridgefield CT 06877
Phone: (917) 484-1482

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. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. 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.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. 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.

10. Insurance:

1. Commercial General Liability Insurance: 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.

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
 13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there 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 and therefore the 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, the 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.
 14. **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 drugs on these sites.
 15. **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.
 16. **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.
 17. **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.
 18. **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.
 19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 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.
Contractor initial: KN
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
20. **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.
 21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the 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).

Professional Services Contract

- 22. **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.
- 23. **Confidentiality.** The 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 access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **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.
- 25. **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.
- 26. **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.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District'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.
- 28. **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.
- 29. **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.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of 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>)

Summary of terms and compensation:

Anticipated start date: 02/01/2013 Work shall be completed by: 02/01/2013 Total Fee: \$ 6,500.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos
 President, Board of Education
 Superintendent or Designee

Secretary, Board of Education

1-29-2013
Date

Date

CONTRACTOR

Kathleen Neville
Contractor Signature

Kathleen Neville
Print Name, Title

1/7/13
Date

Executive Administrator

Certified:

Edgar Rakestraw, Jr. 2/28/13

Edgar Rakestraw, Jr., Secretary
Board of Education

File ID Number: 13-0242
Introduction Date: 2-27-13
Enactment Number: 13-2408
Enactment Date: 2-27-13
By: lf

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. **[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.**

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Ratification by the Board of Education of a professional services contract between the District and The Reading and Writing Project Network, LLC for the later to provide a professional development, One day conference, K-5 Units of Study in Reading, to approximately 50 teachers for the period February 1, 2013 in an amount not to exceed \$6,500.00

SCOPE OF WORK

The Reading and Writing Project Network will provide a maximum of 6.00 hours of services at a rate of \$ 1,083.33 per hour for a total not to exceed \$6,500.00. Services are anticipated to begin on 02/01/2013 and end on 02/01/2013.

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.

One Day Conference, K-5 Units of Study in Reading, which will include Professional Development and Site based coaching as detailed: 1 On-site days with a K-2(grades) Presenter and 1 On-site with a 3-5(grades) Presenter, to approximately 50 teachers.

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

The Reading and Writing Project has developed state of the art tools and methods to teaching of reading and writing, for using professional assessments and learning progression to accelerate progress and for literacy-rich content-area instruction. In turn OUSD Teachers are able to help young students become avid and skilled readers, writers and inquirers.

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

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

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: _____

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

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

December 26, 2012

Erin Cogan
Oakland Unified School District
4551 Steele Street
Oakland, CA 94619

Dear Erin,

This letter describes the contract between the Reading and Writing Project Network and Oakland Unified SD for professional development services to be rendered by the Network to the district. The specific arrangements outlined here were developed over the past weeks through conversations between Reading & Writing Project Network staff and district personnel.

Your district has agreed to purchase services totaling **\$6,500**. These services include:

	One Day Conference February 1, 2013 K-5 Units of Study in Reading	# of days	Cost	Subtotal
1. Professional Development and Site based coaching as detailed:				
• 1 On-site days with a K-2 Presenter- Monique Knight		1	\$2,500	\$2,500
• 1 On-site days with a 3-5 Presenter-Brooke Geller		1	\$2,500	\$2,500
2. Reimbursement of Estimated Travel Expenses (See Paragraph Below):		2	\$750	\$1,500
TOTAL				\$6,500

Expenses and Payment

As usual, we expect to bill for the Network staff developer's travel expenses for each consulting day he/she spends in your district. Travel expenses include: air fare, car rental, hotel and food costs. Also, we send our billing statements on a monthly basis, and will expect payment within 6 weeks of being invoiced. After 8 weeks, a 10% late fee will be added to your invoice.

Cancellations

Once you sign this contract, we will reserve time to work with you. If, at a later date, budgetary or other constraints make it necessary for you to rescind on this agreement then;

- You will be charged for any non-refundable expenses.
- We will work together to reschedule the visit if it is at all possible.
- If a rescheduled visit is not possible, there will be a 10% charge on any dates for which we have more than one month's notice and a 30% charge for any cancellations with less than one month's notice.
- If the cancellation occurs after the staff development consultant has departed for the scheduled visit due to a "force majeure" (such as, but not limited to a public emergency or calamity i.e.:

snowstorm, blizzard, war, strike, fire), there will be a 50% fee for the scheduled visit to compensate the staff development consultant for the loss of work.

We assume that you share our commitment to making this work productive so that it makes a difference in your schools. If we determine the constraints are such that we are unable to provide a high level of teacher education, we reserve the right to cancel further work in your schools. In such case, we will be available for discussion; however, the situation will have to be remedied to our mutual satisfaction in order for us to continue the work.

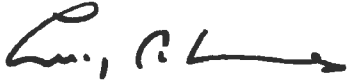
If there is a discrepancy between the specific details in this letter and your understanding of our agreement please email Kathleen Neville at kathy@readingandwritingproject.com.

To help you prepare accurate purchase orders, **please note that payment should be made to:**

The Reading and Writing Project Network, LLC
18 Pelham Lane
Ridgefield, Connecticut 06877
(EIN 30-0017231)

We look forward to working together this summer.

Sincerely,



Lucy McCormick Calkins
Founding Director

Copy to Kathy Neville

Reading and Writing Project Network Contract
This Agreement dated on this 4th day of January by and between Oakland Unified SD and the Reading and Writing Project Network.

The parties hereby agree to the terms, provisions and conditions of this agreement as stated:

Signed by  Date 1/4/13

Erin Cogan
Elementary Literacy Coordinator

Oakland Unified School District

as submitted by;

Reading and Writing Project Network, LLC
18 Pelham Lane
Ridgefield, CT 06877

Contractor Qualifications

Under the direction of Lucy Calkins, Founding Director, The Reading Writing Project Network, LLC is a professional staff development organization. The Reading Writing Project Network's mission is to improve reading and writing instruction, grades K-8. The planned services resemble those which the *Teachers College Reading and Writing Project* has, for almost three decades, provided to its member schools. Our plan will allow the Reading and Writing Project Network consultants to provide services by supporting Hicksville Public Schools to become their own vital center of professional study in the teaching of reading and writing in their own schools. The Reading Writing Project Network was incorporated in 2002.

All Reading and Writing Project Network Consultants maintain close ties with the *Teachers College Reading and Writing Project*. Although, the Network's leadership is firmly grounded in the work of the *Teachers College Reading and Writing Project*, each individual leader brings a broad range of additional experience to the Network's consultancy, and offers special expertise in diverse areas of literacy education. The RWPN consultants provide their services as independent contractors and not as staff employees.

The Reading and Writing Project Network has lasting and deep affiliations with hundreds of schools across the nation, as well as, around the globe. Our aim is to support literacy instruction through research and professional development which includes methods of supporting large scale school reform, of coaching teachers, and of leading schools in which young people grow to be avid and skilled readers and writers.

Other California School Districts where the RWPN currently work are;

Lafayette

Los Angeles

Moor Park

Orinda

Pacifica

San Francisco

San Pedro

San Ramon



This certifies that

CERTIFICATE OF INSURANCE

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

12/21/2012

insures the following policyholder for the coverages indicated below:

Policyholder The Reading Writing Project of Connecticut LLC

Address of policyholder 18 Pelham Ln, Ridgefield, CT 06877-5801

Location of operations 18 Pelham Ln, Ridgefield, CT 06877-5801

Description of operations BUSINESS - MISC

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
97-BC-F132-3 F	Comprehensive Business Liability <input checked="" type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> <input type="checkbox"/>	01/16/2013	01/16/2014	BODILY INJURY AND PROPERTY DAMAGE Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000
This insurance includes:				
97-BD-B697-9 F	EXCESS LIABILITY <input checked="" type="checkbox"/> Umbrella <input type="checkbox"/> Other	10/28/2012	10/28/2013	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence \$ 1,000,000 Aggregate \$
97-BC-F051-1 F	Workers' Compensation and Employers Liability	01/16/2013	01/16/2014	Part I - Workers Compensation - Statutory Part II - Employers Liability Each Accident \$ 100,000 Disease - Each Employee \$ 100,000 Disease - Policy Limit \$ 500,000
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
97-BC-F132-3 F	BUSINESS LIABILITY	01/16/2013	01/16/2014	BUSINESS PROPERTY \$62,800 LOSS OF INCOME ACTUAL LOSS MEDICAL PAYMENTS \$5,000 PER PERSON

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder
ADDT'1 INSD- SECTION II

OAKLAND UNIFIED SCHOOL DISTRICT
1025 SECOND AVENUE
OAKLAND, CA 94606-2212

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative
Agent 12/21/2012
Title Date
HILDA PORRATA-DORIA
Agent Name
Telephone Number 203-781-9956

Agent's Code Stamp
Agent Code 070203
AFO Code F879

Internet Explorer browser window showing the SAM (System for Award Management) portal. The address bar displays the URL: https://www.sam.gov/portal/public/SAM?portal:componentId=66fdb602-77f6-4ba0-914a-0be8f0d831e1&...

The page header includes the SAM logo (SYSTEM FOR AWARD MANAGEMENT) and a login section with fields for USER NAME and PASSWORD, a LOG IN button, and links for Forgot Username? and Forgot Password?. A Create an Account link is also present.

The main navigation menu contains: HOME, SEARCH RECORDS, DATA ACCESS, GENERAL INFO, HELP.

The page content is titled "Search Results" and includes instructions: "You can refine your search by entering new search criteria in the search box and using the Search In Results button. If you wish to perform a new search use the Clear Search button. Using the Save Search button will allow you to run this search at a later time." A link for "Important message regarding exclusion searches" is provided.

The current search terms are displayed as: "Current Search Terms: reading* and* writing* project* network*" with a "Clear Search" button.

Below the search terms, there are options to "SAVE PDF", "EXPORT RESULTS", and "PRINT". The "Result page 0 of 0" is shown, along with "Sort by Relevance" and "Order by Ascending" dropdown menus.

The "FILTER RESULTS" section shows "No records found for current search." Under "By Record Status", the "Active" checkbox is checked, and the "Inactive" checkbox is unchecked.

The Windows taskbar at the bottom shows the start button and several open applications: Calendar Print Prev..., System for Award M..., Windows Explorer, Adobe Reader, and Internet Explorer. The system tray shows "Local intranet", "100%", and the time "1:49 PM".

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/>	For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/>	For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/>	For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<input checked="" type="checkbox"/>	For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/>	For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input checked="" type="checkbox"/>	For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) Wilma.Enriquez@ousd.k12.ca.us

Contractor Information

Contractor Name	The Reading and Writing Project Network	Agency's Contact	Kathleen Neville			
OUSD Vendor ID #	I002655	Title	Executive Director			
Street Address	18 Pelham Lane	City	Ridgefield	State	CT	Zip 06877
Telephone	(917) 484-1482	Email (required)	kathy@reacingandwritingproject.com			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	02/01/2013	Date work will end	02/01/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 1,083.33	Number of Hours (required)	6.00		

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0506	Tier 3-Sitebased	9981109102	5825	\$ 6,500.00
	Literacy		5825	\$
			5825	\$
Requisition No. (required)	R0310672		Total Contract Amount	\$ 6,500.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Administrator / Manager (Originator)	Name	Erin Cogan	Phone	(510) 336-7513
	Site / Department	LCI		Fax	
	Signature			Date Approved	1/10/13
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	Regional Executive Officer				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	1-10-13
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature			Date Approved	1-29-13
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved	Denied - Reason	Date	
Procurement	Date Received		PO Number	P1305683	



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