

Board Office Use: Legislative File Info.	
File ID Number:	13-2029
Introduction Date:	09/11/2013
Enactment Number:	13-1903
Enactment Date:	9/11/13 <i>as</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

**To:** Board of Education  
**From:** Tony Smith, Ph.D., Superintendent  
**Board Meeting Date:** 09/11/2013  
**Subject:** Professional Service Contract  
**Contractor:** Rethink Autism, Inc. of New York, NY  
**Services for:** 975-PROGRAMS FOR EXCEPTIONAL

**Board Action Requested:** Approval by the Board of Education of a Professional Services Contract between Oakland Unified School District and Rethink Autism, Inc.. Services to be primarily provided for the period of 07/01/2013 through 06/30/2014 to 975-PROGRAMS FOR EXCEPTIONAL

### Background:

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

Over the past five years the autism population in the Oakland USD has consistently grown. There is currently no standardized curriculum for the preschool and elementary autism-specific special day classes. The district has been using non-public agencies (NPA) to support classrooms in the form of behavioral aides and a behavior management consultation model. This model is determined by need and is typically in response to a crisis situation (safety or otherwise). This consultation model lacks accountability and has produced limited measurable outcomes. The NPA budget for the past 5 yrs has ranged from approximately \$3.5 to \$4 million dollars.

### Discussion:

(QUANTIFY what is being purchased.)

Approval by the Board of Education of a Professional Services Contract between the Oakland Unified School District and Rethink Autism, Inc., New York, NY, for the latter to provide: Rethink proposes to offer Oakland Unified School District (OUSD) a multi-year district license to its proprietary web-based curriculum, training and data tracking platform. This license will allow OUSD to enroll an unlimited number of students on a system that will support individualized student assessment and goal development, curriculum planning, and tracking of individual student progress with respect to Individualized Education Plan (IEP) goals. OUSD may also enroll an unlimited number of staff to access a training on Applied Behavior Analysis (ABA) and best practices for supporting students with disabilities, and job-embedded training on specific student programs through the Rethink library of 1,500+ video-based exercises. As part of the license, Rethink will also provide five days of on-site training and program evaluation through its team of Board Certified Behavior Analysts. This includes coaching on how to structure and manage large-scale systems change to support the initiative.

**Recommendation:** Approval by the Board of Education of a Professional Services Contract between Oakland Unified School District and Rethink Autism, Inc.. Services to be primarily provided for the period of 07/01/2013 through 06/30/2014 to 975-PROGRAMS FOR EXCEPTIONAL

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OAKLAND UNIFIED  
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**Fiscal Impact:** Funding resources below not to exceed \$225,000.00

\$225,000.00 SPECIAL EDUCATION

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

Rethink Autism, Inc

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

1. **Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 07/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 06/30/2014.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Two hundred twenty five thousand Dollars (\$225,000.00) [per fiscal year], at an hourly billing rate not to exceed NA per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.

5. **CONTRACTOR Qualifications / Performance of Services:**

**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

6. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:



**OUSD Representative:**

Name: SHEILAGH ANDUJAR  
Site /Dept.: 975-PROGRAMS FOR EXCEPTIONAL  
Address: 2850 West Street  
Oakland, CA 94608  
Phone: 510-874-3700

**CONTRACTOR:**

Name: Brendan Smith  
Title: Managing General Partner  
Address: 19 West 21st Street, Suite 403  
New York, NY 10010  
Phone: 6462572919

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include:
  1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplis/search.do>)

25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

- President, Board of Education
- Superintendent or Designee

9/12/13  
Date

Brendan Smith 08/30/2013  
Contractor eSignature Date

S.S.D. Yeo  
Secretary, Board of Education

9/12/13  
Date

Brendan Smith, Managing General Partner  
Print Name, Title

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By: o2



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.

Reduce Operational Costs: 1. Increase district capacity to provide appropriate placement options for students with disabilities, thus reducing out-of-district placements; 2. Reduce costs associated with third-party training, support and consultation. Improve Data Monitoring & Accountability: 3. Facilitate data-monitoring of IEP progress across the district; 4. Provide IEP data comparisons on a school-by-school basis. Increase Teacher Capacity: 5. Improve teacher and paraprofessional proficiency with implementing research-based Applied Behavior Analysis (ABA) and inclusive practices programs. 6. Increase the number students with disabilities being served in the Least Restrictive Environment (LRE). Enhance Program Quality: 7. Standardize practices across schools and classrooms to facilitate more effective student transitioning; 8. Increase parent satisfaction through enhanced training, involvement and transparency.

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 checked="" type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools                           |
| <input type="checkbox"/> Create equitable opportunities for learning              | <input checked="" type="checkbox"/> Accountable for quality                             |
| <input checked="" type="checkbox"/> High quality and effective instruction        | <input type="checkbox"/> Full service community district                                |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

**Action Item included in Board Approved CSSSP:** (no additional documentation required)

– Item Number(s): Not Applicable  
No Restricted Funds

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

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





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***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 975-PROGRAMS FOR EXCEPTIONAL**

**Principal / Department Head: SHEILAGH ANDUJAR**

**Contractor Name: Brendan Smith**

**Business Name: Rethink Autism, Inc.**

**Contract Type: Standard**

**Anticipated Start Date: 07/01/2013**

**Contract End Date: 06/30/2014**

**Rate Type: FLAT**

**Contract Amount: \$225,000.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: WAIVED**

**Waiver-Reduction Type: WAIVED**

**Other Reduction Amount:**

**Approval Date: 08/23/2013**

**Approved by Deputy Superintendent**

**Billing Waiver Status: Approved**

**Approval Date: 09/06/2013**

**Fingerprint Waiver Status: Approved**

**Approval Date: 09/06/2013**

**TB Test Waiver Status: Approved**

**Approval Date: 09/06/2013**



## STATEMENT OF QUALIFICATIONS

*Oakland Unified School District*

### 1. Professional Development Training Staff – Qualified and Trained on **Rethink**

The Rethink staff members who will be responsible for delivering professional development to Oakland Unified School District are highly-qualified Master’s level clinicians and educators trained in the Rethink curriculum model and its implementation. They are also experienced behavior analysts and/or specialists that have worked in a variety of school and agency settings serving individuals with autism and related disorders utilizing the principals of Applied Behavior Analysis (ABA). Their skills include, but are not limited to, implementing and training staff on discrete trial teaching, incidental teaching, data collection, functional assessment of problem behavior, and behavior intervention planning.

Director of Professional Services - Angela Smith-Pagliaro, M.A., BCBA

Director of Professional Services - Jennifer Bessette, M.S.

Account Manager and Teacher Support - Rachel Leit

*See Exhibit A. Professional Development Training Staff Resumes*

### 2. Professional Development Training Staff - Knowledge/Experience with Teachers and Schools

The Rethink staff members who will be responsible for delivering professional development to Oakland Unified School District are highly-qualified Master’s level clinicians and educators with extensive experience providing training and consultation to teachers and staff in public school districts nationwide. Their skills include, but are not limited to, providing individual guidance to staff, modeling best practices, conducting group training sessions, facilitating collaborative meetings, and delivering performance feedback.

### 3. Resources\*

Based on the proposed plan, Rethink will assign one Professional Service Directors to deliver onsite professional development, and one Account Manager to provide technical assistance and support to teachers.

*\*Rethink reserves the right to substitute equally qualified staff for those listed above, based on timing of contract and availability.*

### 4. Administrative Support Staff - Fluent in Curriculum and Project Management

The Rethink staff members who will be responsible for overseeing the delivery of professional development to Oakland Unified School District are highly-qualified school leaders and curriculum designers trained in the Rethink curriculum model and its implementation. The Professional Services Group Administrators have experience overseeing the implementation process of Rethink in over 500 public school districts nationwide and worldwide through a contract with the United States Department of Defense Education Agency (DoDEA).



*Jamie Pagliaro – Chief Learning Officer & Executive Vice President*

As part of the founding management team at Rethink, Jamie Pagliaro leads the Professional Services Group, oversees all aspects of school district implementation, and directs product strategy. Prior to Rethink, Mr. Pagliaro was Executive Director of the New York Center for Autism Charter School, New York’s first charter school exclusively dedicated to serving students with autism. The program has received national recognition from both the media and professional publications as a model for children with autism in the public school system. Throughout his career, Mr. Pagliaro has worked directly with individuals with disabilities in all stages of life across a variety of home and school settings. Mr. Pagliaro has an MBA from Villanova University and a BA with honors in Psychology from Wesleyan University. He speaks nationally and has co-authored a book chapter and numerous articles on the topic of technology for staff training, collaboration and supervision in school-based programs for children with autism.

*Lin Chong – Vice President of Curriculum and Content Development*

Ms. Chong has spent over a decade supporting individuals with autism and related disabilities in both home and school settings. She has been a teacher, behavior therapist, and parent trainer at programs including the New York Center for Autism Charter School, a model in New York City public schools that has received national recognition. Most recently, Ms. Chong has spent the past five years leading curriculum and content development for Rethink, an award-winning educational technology platform being implemented in hundreds of public school districts across the United States. She presents nationally to teachers and district leaders on implementing inclusive practices in schools and classrooms.

*See Exhibit B. Administrative Support Staff Resumes*

5. Administrative Support Staff – Qualifications, Resources, & Periodic Site Visits

The two senior **Rethink** administrators listed above will be responsible for overseeing the delivery of professional development to Oakland Unified School District. They will meet monthly with the Professional Services Group to evaluate the implementation process and troubleshoot, and meet quarterly with district leaders to review data on the implementation.

6. Qualified Research Team - Experts in Developing and Evaluating Programs

The Rethink Scientific Advisory Board consists of nationally recognized experts in the areas of autism, Applied Behavior Analysis, and inclusive practices, and will serve as the “research team” for this proposed implementation plan. Chaired by Dr. Bridget Taylor, Senior Clinical Advisor to Rethink, this group reviews all proposed research protocols and provides ongoing input on the development of Rethink’s web-based curriculum, training and data tracking platform.



*Scientific Advisory Board*

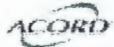
Bridget Taylor, Psy.D., BCBA-D, <b>Chair</b> Rethink - Senior Clinical Advisor	Fred Volkmar, M.D. Director, Yale Child Study Center
Peter Gerhardt, Ed.D. Organization for Autism Research	Catherine Lord, Ph.D. Cornell Medical Center
Patricia Wright, Ph.D., MPH Easter Seals, National Autism Director	Louis Vismara, M.D. Co-Founder, M.I.N.D. Institute, UC-Davis
Bill Jenson, Ph.D. Professor, University of Utah	James Mulick, Ph.D. Professor, Ohio State University
Maurice Feldman, Ph.D., BCBA-D Professor, Brock University	Nicolette Bainbridge Brigham, Ph.D. Professor, University of Washington

*Bridget Taylor – Senior Clinical Advisor & Chair of the Scientific Advisory Board*

Dr. Bridget A. Taylor is co-founder and Executive Director of Alpine Learning Group and is Senior Clinical Advisor for Rethink (an innovative web-based curriculum for children with autism). Dr. Taylor has specialized in the education and treatment of children with autism for the past twenty-five years. She holds a Doctorate of Psychology from Rutgers University, and received her Master’s degree in Early Childhood Special Education from Columbia University. She is a Board Certified Behavior Analyst and a Licensed Psychologist. She is an Associate Editor for the Journal of Applied Behavior Analysis and serves on the editorial board of Behavioral Interventions. She is a member of the Behavior Analyst Certification and a board member of the Association for Science in Autism Treatment. She serves on the Autism Advisory Group for the Cambridge Center for Behavioral Studies and the Professional Advisory Board for the Association of Professional Behavior Analysts. Dr. Taylor is very active in the autism research community and has published numerous articles and book chapters on effective interventions for autism.

*See Exhibit C. Resume for Dr. Taylor*





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/26/2013

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Paychex Insurance Agency Inc</td> </tr> <tr> <td><b>PHONE (A/C, NO. EXT):</b> 877-266-6850</td> <td><b>FAX (A/C, No):</b> 585-389-7426</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> Certs@paychex.com</td> </tr> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td>INSURER A: NEW HAMPSHIRE INSURANCE COMPANY</td> <td>23841</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> Paychex Insurance Agency Inc		<b>PHONE (A/C, NO. EXT):</b> 877-266-6850	<b>FAX (A/C, No):</b> 585-389-7426	<b>E-MAIL ADDRESS:</b> Certs@paychex.com		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A: NEW HAMPSHIRE INSURANCE COMPANY	23841	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
<b>CONTACT NAME:</b> Paychex Insurance Agency Inc																					
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INSURER E:																					
INSURER F:																					
<b>INSURED</b> Paychex Business Solutions, Inc. Rethink Autism Inc 911 PANORAMA TRAIL SOUTH ROCHESTER, NY 14625-0397																					

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X	013255907	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Worker's Compensation coverage is provided to only those employees leased to, but not subcontractors of the named insured.  
 Waiver of Subrogation granted in favor of the certificate holder.

**CERTIFICATE HOLDER**

Oakland Unified School District  
 1025 Second Avenue  
 Oakland, CA 94606

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

*Maureen M. Regg*