

**Board Office Use: Legislative File Info.**

File ID Number	13-1538
Introduction Date	6/26/13
Enactment Number	13-1332
Enactment Date	6/26/13



**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)* \_\_\_\_\_

**Subject** Professional Services Contract -  
Innovations for Learning \_\_\_\_\_ Evanston IL \_\_\_\_\_ (contractor, City State)  
Technology Services/LCI \_\_\_\_\_ (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Innovations for Learning \_\_\_\_\_. Services to be primarily provided to Technology Services/LCI \_\_\_\_\_ for the period of 07/13/2013 through 06/30/2014.

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

Innovations for Learning (IFL) provides teacher-led blended learning services shown to substantially improve reading in underperforming elementary schools. This system, developed for K-1 classrooms, combines the power of integrated digital learning centers using mobile technology with an on-line tutoring program that pairs corporate volunteers and students remotely. The key behind this successful, blended model is the emphasis on teacher development through on-site, in-class coaching, delivered by Teacher Ambassadors.

**Discussion**  
*One paragraph summary of the scope of work.*

- (1) 25 hours of professional learning, 15 hours per teacher at a cost of \$95,000
- (2) Coordination of corporate volunteers for the TutorMate Online Literacy Program
- (3) Provide coaching and support for up to 40 teachers in TeacherMate Differentiated Instruction System and Listening Center by direct and electronic contact.
- (4) Provide 1/2 the cost of the student iPods/iPad mini's = \$73,000
- (5) IFL is fund raising and supporting additional \$73,000 for student computer devices

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Innovations for Learning \_\_\_\_\_. Services to be primarily provided to Technology Services/LCI \_\_\_\_\_ for the period of 07/13/2013 through 06/30/2014.

**Fiscal Impact** Funding resource name (please spell out) GP and Measure J \_\_\_\_\_ not to exceed \$168,000.00

- 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 Innovations for Learning (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 07/01/2013, 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 06/30/2014.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Ninety Five Thousand Dollars Dollars (\$95,000.00). 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: \_\_\_\_\_

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:* MP3 listening centers & 1/2 cost student iPod/iPads which shall not exceed a total cost of \$ 73,000.00.
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: Tracey Logan  
Site /Dept.: Technology Services/LCI  
Address: 1011 Union Street  
Oakland, CA  
Phone: (510) 390-1536

**CONTRACTOR:**

Name: Seth Weinberger  
Title: Executive Director  
Address: 526 Davis Street  
Evanston IL 60201  
Phone: (800) 975-3452

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 a 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.

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:     JW    

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: 7/1/2013 Work shall be completed by: 6/30/2014 Total Fee: \$ \_\_\_\_\_

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education

Superintendent or Designee

Secretary, Board of Education

6/27/13  
Date

6/27/13  
Date

CONTRACTOR

Contractor Signature

Print Name, Title

6-13-13  
Date

Seth Weinsky, Executive Director

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By: OA

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.

- (1) 25 hours of professional learning, 15 hours per teacher
(2) Coordination of corporate volunteers for the TutorMate Online Literacy Program
(3) Provide coaching and support for up to 40 teachers in TeacherMate Differentiated Instruction System and Listening Center by direct and electronic contact.
(4) Provide 1/2 the cost of the student iPods/iPad mini's = \$63K

SCOPE OF WORK

Innovations for Learning will provide a maximum of 1,900.00 hours of services at a rate of \$ 50.00 per hour for a total not to exceed \$95,000.00. Services are anticipated to begin on 07/01/2013 and end on 06/30/2014.

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.

IFL in partnership with OUSD will provide teacher training in using iPod Touches, iPad Minis and mp3 reading devices with the high focus of time spent implementing the TeacherMate Reading Triad in Grades K-1 to support and enhance teaching and learning. Innovations for Learning will provide the complete TutorMate System which includes: access to TutorMate software; all administrative tasks including corporate tutor recruitment, background checks, teacher/student training; all associated hardware required, and tutor station set up and technical support to support and enhance literacy of 1st grade students. IFL will provide access and training to the Online Management System (OMS), which electronically syncs student scores and reading recordings, populating summary and detailed performance reports to guide future instruction to support and enhance teaching and learning. IFL will provide for the entire school year 1 on -site Teacher Ambassador to deliver implementation services, professional development and coaching for participating classrooms. Professional Development will begin in the fall with an initial on site, 2 day mandatory training for K-1 teachers. District Literacy Specialists and District Technical staff will also attend separate training. On site coaching will be provided to each site throughout the year with a high focus of time spent on implementing the TeacherMate Reading Triad in grades K-1. Additional professional development days and in class coaching sessions will be scheduled.

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.

Build capacity of K, 1 Teachers to effectively teach reading. Teacher coaching with face-to-face modeling and training in the use iPod Touches and iPad Minis and other electronic devices to support student achievement. Measurable outcome: literacy will increase by 5 % as measured by district benchmark assessments.

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

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
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.
-



# Innovations for Learning

*Teachers ....Tutors ....Technology  
Working Together for Student Literacy*

Innovations for Learning, a nonprofit dedicated for over 20 years to improving student literacy, provides teacher-led blended learning services proven to substantially improve reading in underperforming elementary schools. IFL partners with foundations and major corporations to launch sustainable implementations in major districts, including Washington DC, Miami, Chicago and Seattle. Each year we add several districts that desire to form a partnership with IFL and our funding resources, to bring our system to their schools.

IFL connects the power of teachers, tutors, and technology. We focus on integrated digital-learning centers using mobile technology in the classroom at the K-1 level and an on-line tutoring program that pairs corporate volunteer tutors and students remotely. Our emphasis on teacher development through on-site, in-class coaching, delivered by our Teacher Ambassadors is the strength behind this successful, blended model.

Our suite of tools and services include:

**TeacherMate® Differentiated Instruction System**

**TeacherMate Listening Center**

**Online Management System**

**TeacherMate Teacher Ambassadors**

**TutorMate® System**

**Our TeacherMate® Differentiated Instruction System** is a Common Core aligned, K-1 literacy solution. The centerpiece is a digital program that children find as irresistible as a computer game -- but one that teaches them, with great precision, because it is teacher-driven. Our TeacherMate digital curriculum is Teacher Driven-Device Delivered; allowing teachers to individualize instruction for every student. Students access this customized instruction via mobile device (iPad, iPod, PC, Mac). Our curriculum is grounded in research and covers the key areas of literacy including:

Phonics

Spelling

Fluency

Vocabulary

Comprehension

The use of our software delivered through a mobile device increases student motivation while building key skills areas. Our Story Read and Record function provides students practice in

fluency by reading passages selected from a rich library of leveled readers stored on the TeacherMate device; with built in support for Spanish. As the student reads the passage, TeacherMate records the students' voice, which is then played back for the student to hear. Comprehension questions are included at the end of each story. All recordings can be reviewed later by the teacher through any internet connection. Districts have the ability to create and add stories, along with comprehension questions, in any language they choose in order to customize our Story Read and Record function to their needs.

**Our TeacherMate Listening Center** is designed to meet the needs of students during independent reading time. Many students are not able to read independently or may not have the stamina to engage in independent reading. In the TeacherMate Listening Center, we have developed a scaffolded solution to meet the needs of these emerging readers. We provide leveled, pre-recorded books and mp3 players to our partner districts. Students select a book and listen to the corresponding story on the mp3 player. During each story reading, the narrator models reading strategies that mirror a shared reading experience with a teacher. The mp3 players are used until students are able to transition to independent reading.

These on-target structured use of centers and independent learning time, allow the teacher to conduct focused, small-group lessons in literacy. Our on-site coaching is the glue which makes this blended learning environment possible. We work individually with each teacher to develop the skills needed to ensure the success of this model. *Our model is highly customizable and integrates easily into district curriculum and classroom pedagogy.*

**Our Online Management System** is a powerful, easy-to-use application accessible via any internet connection. Teachers can easily add or change student's names; create and modify student groupings; set skill levels for the class, group, or student; and see student progress reports. Student data and recordings are captured each time students access the TeacherMate software.

Through wireless syncing, student scores and recordings are synced to and from the online management system populating summary and detailed performance reports to guide future instruction.

**TeacherMate Teacher Ambassador** is the glue that brings it all together. Teacher Ambassadors deliver implementation services, professional development and coaching for the district. Our professional coaches work individually with teachers to ensure the success of this blended model. With our partner districts, we provide an affordable way to support teachers with on-site coaches for the entire school year. These are highly trained, certificated teachers who have the skills to come along side your teachers and reading coaches to bring our innovations to their classroom, and remain on-site, every year to create consistency and stability in our implementations.

**Our TutorMate® System** is an on-line tutoring program that pairs corporate volunteer tutors and students remotely. As an extension of our TeacherMate program, each tutor is assigned to a student for the entire school year. Students and tutors, each seeing the same computer screen

though miles apart, read appropriately leveled stories and play activities that encourage fluency, comprehension, phonics and spelling skills. When a tutor's one-on-one support is integrated with classroom instruction, teachers can be assured their students are getting the practice they need. The TutorMate System has the added benefit of fostering a positive relationship between the district and community at large.

**Innovations for Learning**, based in Chicago, works with nearly 50,000 students throughout the United States, as well as projects in Ghana and Rwanda. In Washington, D.C., nearly 40 percent of first-grade students are taught to read using our system. Recent results in the District of Columbia showed a 13-point gain in 1st grade reading scores. Our projects have been subject to rigorous research by leading educators and universities, including independent research funded by the Spencer Foundation that demonstrated the statistically significant impact our system had on literacy skills. Our mission is not to innovate for innovation's sake. A lack of innovation has left millions of children and adults in this generation illiterate. The next generation should and can be better served.

**Links to Review:**

2012 Philanthropy Award from "Make It Better"; Overview of what IFL does.

<http://tiny.cc/ifltutor6>

Chicago's TV Channel 7 News, June 7 2012:

<http://tiny.cc/iflchannel7>

DC's TV Channel 9 News: May 10 2012:

<http://tiny.cc/iflchannel9>

For more information please go to our website and blog at:

[www.innovationsforlearning.org](http://www.innovationsforlearning.org)



# Innovations for Learning

## District Partnership Details

IFL's goal is to make our partnerships as sustainable as possible. In order for districts to plan for cost outlays and commitments the following section is provided as a guideline. The below scenario is the basic funding IFL can offer to districts. However, once a partnership is established, IFL will intentionally target more philanthropic sources to provide additional funding to partner districts when possible. Hence, the below is the 'most' a district would need to provide.

### SAMPLE COST MODEL FOR 10 SCHOOL (40 Classrooms TOTAL) IMPLEMENTATION

#### **Assumptions:**

10 Schools K-1 grades with average of 2 classrooms per grade in Year One (note: we want all K-1 classrooms in the school, if a school averages 4 classrooms per school then the model is adjusted accordingly)

The following will be purchased as a shared cost for each 1st Grade classroom: 10 iPad minis (assuming 3:1 student ratio), 1 ipad mini for teacher, 4 iPod Touches for teacher-led center

The following will be purchased as a shared cost for each K Grade classroom: 10 iPod Touches (assuming 3:1 student ratio), 1 ipad mini for teacher, 4 ipod Touches for teacher-led center

Wireless internet available in each classroom

#### **Innovations for Learning will provide the following:**

TeacherMate Differentiated Instruction System

TeacherMate Listening Center Package (this item is purchase by district)

Headphones for K,1

TutorMate System, administration, laptop, headphones

Online Management System

Technical support

On-site Teacher Ambassador

IFL Executive Leadership Briefings and Communications

50% (minimum) of the cost of all Hardware as defined below

#### **Partner Districts will provide the following:**

Support and buy in at all levels (Superintendent to teacher)

Signed IFL Partnership Agreement

Tech Installation and device support from district tech department

50% of the cost of all Hardware as defined below

The district will make a one-time purchase of one TeacherMate Listening Center Package per classroom (includes mp3 players, books, headphones, chargers and case; \$250 per classroom cost - *this is a pass through cost*)

Annual IFL Partnership Fee \$9,500 per school based on 4 classrooms total.

## COST BREAKDOWN

**Annual Fee for 10 Schools..... \$95,000\***

### **Total District One-time Hardware Costs for 10 Schools**

24 iPad minis per site with chargers.....\$72,000

36 iPod Touches per site with chargers.....\$54,000

**\$126,000\*\***

**IFL 50% Funding of Hardware..... (63,000)**

**SUB TOTAL.....\$63,000**

One-time Purchase Listening Ctrs (mp3 Players/Books) .....\$10,000

**SUB TOTAL.....\$73,000.....\$73,000**

**TOTAL MAX DISTRICT COMMITMENT 2013.....\$168,000**

*\*This fee is an annual fee to IFL which includes all software, services and on-site Teacher Ambassador(s) as described above. This fee is already subsidized by IFL and will continue to be subsidized provided the district is a partner district.*

*\*\*IFL will collaborate to fundraise for entire amount, but to the extent there is a fundraising shortfall, district and IFL will each pick up half of the shortfall. If Wireless Access is needed, that will be added into the Hardware costs.*



# 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

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- 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) Tracey Logan

## Contractor Information

Contractor Name	Innovations for Learning	Agency's Contact	Seth Weinberger			
OUSD Vendor ID #	1006082	Title	Executive Director			
Street Address	526 Davis Street	City	Evanston	State	IL	Zip 60201
Telephone	(800) 975-3452	Email (required)	sweinberger@innovationsforlearning.org			
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" 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	07/01/2013	Date work will end	06/30/2014	Other Expenses	\$ 73,000.00
Pay Rate Per Hour (required)	\$ 50.00	Number of Hours (required)	1,900.00		

## 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
0000	GP		5825	\$ 168,000
			5825	\$
			5825	\$

Requisition No. (required) Total Contract Amount \$ 168,000

## 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.	<b>Administrator / Manager</b> (Originator)	Name	Tracey Logan	Phone	(510) 390-1536	
	Site / Department	Technology Services/LCI			Fax	
	Signature				Date Approved	
2.	<b>Resource Manager</b> , 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	
3.	<b>Regional Executive Officer</b>					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
4.	Signature				Date Approved	
	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract					
<b>Legal</b> Required if not using standard contract		Approved	<i>JLM</i>	Denied - Reason	Date 6/17/13	
<b>Procurement</b>	Date Received			PO Number		

