



WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT

7/19/17
Board Date
Contract Number
Purchasing Use Only

Consultant/Contract Services Summary

Contract or Requisition # 20172943

Korematsu, DeJean, RHS, ECHS

Community Alliance for Learning

School / Department

Consultant/Contractor Name

Sonja Neely-Johnson

From 9/22/16 To 6/30/17

Administrator Contact

Dates of Services

Account Number

Funding Source

Amount

01-0670-5860-624-1110-2140-300110-0-4170

LCAP- EL

\$ 22,350.00

Description of Services:

Total Amount of Contract: \$ 22,350.00

AMEND EXISTING CONTRACT TO PROVIDE ADDITIONAL SUPPORT TO: KOREMATSU MIDDLE, DEJEAN MIDDLE, RICHMOND HIGH SCHOOL AND EL CERRITO HIGH SCHOOL

Number of Students / Staff Impacted:

700

Outcome / Deliverables:

The tutoring will support students in learning to think critically and to express their ideas clearly and confidently in writing, which are skills crucial to college and workplace success. Community alliance will provide data to show the progress of the students showed.

Justification:



Specialized Expertise



Requirement of Grant or Funding Source

Originator Signature

Date

This form must be board agenda ready and be attached to all consultant contracts.

If additional space is needed please attach to this form.

This form must be typed.

AMENDMENT TO SPECIAL CONTRACT SERVICES

17001661

Original Requisition Number

Contract Number

Date Change Order Created

The West Contra Costa Unified School District, and COMMUNITY ALLIANCE FOR LEARNING
Contractor
mutually agree to the following amendment:

AMENDMENT DATE

The effective dates of this amendment to Special Contract Services are:

From: 9/22/16 To: 6/30/17

AMENDMENT

The contract between the **West Contra Costa Unified School District** and the *Contractor* is amended as provided herein:

AMEND EXISTING CONTRAC TO PROVIDE ADDITIONAL SUPPORT TO: KOREMATSU MIDDLE, DEJEAN MIDDLE, RICHMOND HIGH SCHOOL AND EL CERRITO HIGH SCHOOL

Original Contract Amount \$ 67,500.00 Increase/Decrease Amount \$ 22,350.00

(Please Circle One)

Account Code(s)

01-0670-5860-624-1110-2140-300110-0-4170

Funding Source

LCAP -EL

IV. SIGNATURES

These signatures attest the parties agreement hereto:

DISTRICT

CONTRACTOR

Authorized District Signature

Authorizing Signature

Date

Date

(Designate Official Capacity)



WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT

Consultant/Contract Services Summary

Contract or Requisition # 17001661

Board Date

Contract Number

Purchasing Use Only

Dejean, ECHS, Korematsu, RHS

Community Alliance for Learning

School / Department

Consultant/Contractor Name

Sonja Neely-Johnson

From 9-22-2016

To 6-30-2017

Administrator Contact

Dates of Services

Account Number	Funding Source	Amount
01-9670-5860-214-1110-2140-300114-0-0000	LCAP-Korematsu Middle School	\$ 5,000.00
01-3010-5860-208-1110-2140-300114-0-0000	LCAP-El Cerrito High School	\$ 10,000.00
01-9670-5860-364-1110-2140-300114-0-0000	LCAP-Richmond High School	\$ 12,500.00
01-3010-5860-208-1110-2140-300114-0-0000	Title I-DeJean Middle School	\$ 10,000.00
01-0670-5860-624-1000-2140-300110-0-4170	LCAP-EL	\$ 25,000.00

Description of Services:

Total Amount of Contract: \$ 62,500.00

District (WCC's) trained coaches offer 8 to 14 individual writing conferences of 20 to 45 minutes during the year to every student in selected ELD and English Classrooms at Korematsu Middle, Dejean Middle, Richmond High School and El Cerrito High School.

In Kind college essay coaching for El Cerrito and Richmond High School is provided.

ADD THE FOLLOWING ACCOUNT CODE AND THE TOTAL FOR THIS SHOULD BE \$67,500
01-9670-5100-214-1110-2140-300114-0-0000 for 5,000

Number of Students / Staff Impacted:

700 students

Outcome / Deliverables:

The tutoring will support students in learning to think critically and to express their ideas clearly and confidently in writing, which are skills crucial to college and workplace success. Community Alliance will provide data to show the progress of the students showed.

Justification:



Specialized Expertise



Requirement of Grant or Funding Source

Originator Signature

Date

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West Contra Costa Unified School District
Consultant Services Summary

7/19/17
Board Date
Purchase Order Number
Purchasing Use Only

Requisition # 18000293

Teaching Leading & Learning	The Reading and Writing Project Network, LLC	
School / Department	Consultant Name	
Sonja Neely-Johnson	From July 23, 2017 To July 28, 2017	
Administrator Contact	Dates of Services	
Account Number	Funding Source	Amount
01-4035-5860-635-1110-2140-300114-0-0000	Title 2	\$ 25,000.00
01-4035-5100-635-1110-2140-300114-0-0000	Title 2	\$ 70,000.00

Description of Services: Total Amount of Contract: \$ 95,000.00

TCRWP (Lucy Calkins) will provide a Home Grown Summer Writing Institute for Grades K-6 at ECHS for approximately 175 teachers and administrators beginning Monday, July 24, 2017 and concluding Friday, July 28, 2017.

Schools participating: Bayview, Chavez, Downer, Fairmount, Ford, Harding, Highland, Kensington, King, Lake, Lupine Hills, Madera, Mira Vista, Montalvin, Ohlone, Olinda, Peres, Riverside, Sheldon, Stege, Valley View, Washington and Wilson.

Number of Students / Staff Impacted:

4500 Students
160 Teachers
15 Administrators

Outcome / Deliverables:

Teachers will participate in a Home Grown Institute on writing specific to their grade level for the Lucy Calkins Units of Study. Teachers will learn how to plan and teach the Lucy Calkins Units of Study and have an opportunity to practice the effective strategies for teaching writing with their colleagues. Teachers will learn how to create classrooms environments promote the teaching of writing and Admin will learn how to create and promote a culture of writing at their perspective sites.

Justification:



Specialized Expertise



Requirement of Grant or Funding Source

Sonja Neely-Johnson
Originator Signature

6/28/17
Date

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If additional space is needed please attach to this form.

This form must be typed.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
(Non-Direct Service)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on July 23, 2017 ("Agreement"), by and between **West Contra Costa Unified School District** ("District") and The Reading and Writing Project Network, LLC ("Consultant"). Consultant and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. The Consultant shall furnish to the District the following services ("Services" or "Work"). The District may issue a Purchase Order(s) to Consultant specifically indicating the scope of Services or Work to be performed by Consultant as needed. The Consultant warrants that it is specially trained, licensed and experienced and competent to perform the Services. ☐ As indicated in Exhibit "A" and/or ☒ as follows:

TCRWP(Lucy Calkins) will provide a Home Grown Summer Writing Institute for Grades K-6 at ECHS for approximately 175 teachers and administrators beginning Monday, July 24, 2017 and concluding Friday, July 28, 2017.

Schools participating : Bayview, Chavez, Downer, Fairmount, Ford, Harding, Highland, Kensington, King, Lake, Lupine Hills, Madera, Mira Vista, Montalvin, Ohlone, Olinda, Peres, Riverside, Sheldon, Stege, ValleyView, Washington, and Wilson

2. **Price & Payment.** The Consultant shall furnish the Services to the District for the following compensation ("Agreement Price"):

- ☒ Consultant is providing services for a total flat fee of: \$95,000 to support K-6; or
☐ Consultant will provide a maximum number of hours of service at a rate of \$ _____ per hour for a total not to exceed \$ _____; or
☐ Other: _____

Payment for the Services shall be made in accordance with the Terms and Conditions incorporated herein and any Purchase Order(s) issued by District for the Services. District must approve Consultant's form of invoice, which must be sufficiently detailed (e.g., name of school or department provided with Services, Purchase Order number, period of Services, number of hours of Services, brief description of Services provided). Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.

3. **Agreement Time.** The Services shall commence on Monday, July 24, 2017, and shall be completed by Friday, July 28, 2017 ("Agreement Time").
4. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service (effective the next business day following the deposit thereof with the overnight delivery service), addressed as follows:

DISTRICT	CONSULTANT
West Contra Costa Unified School District	The Reading & Writing Project, LLC
1108 Bissell Avenue	18 Pelham Lane
Richmond, CA 94801	Ridgefield, Connecticut 06877
Attn: Sonja Neely-Johnson	Attn: Kathy Neville
Fax: _____	Fax: _____
E-mail: sneely-johnson@wccusd.net	E-mail: kathy@readingandwritingproject.com

5. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted the following documents as indicated below (check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form	<input type="checkbox"/> Employment Determination Guide	<input type="checkbox"/> 590 Form
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Requisition No.: _____
Purchase Order No.: _____

6. **Fingerprinting / Criminal Background / Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Consultant that will be on any school site and the employees of any sub consultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, one of the following two boxes must be checked:

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows:

"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District 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. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials: _____ **INITIAL HERE:** _____

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:

☐ The District has a statement of TB Clearance on file for each person.

☒ **Waiver of TB Screening.** Consultant is not required to provide evidence of TB Clearance because Consultant will not work directly with students on more than an occasional basis.

INITIAL HERE: HN (Consultant initials)

INITIAL HERE: _____ (District Representative initials)

8. **Insurance:** Consultant shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Consultant's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Consultant, subcontractor, or agent has been obtained.

Insurance NOT required of Consultant if corresponding box initialed by District representative ↓		
Commercial General Liability, which shall include coverage related to sexual abuse or molestation	\$1,000,000 per occurrence; \$2,000,000 aggregate	
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate	
Workers Compensation	Statutory limits pursuant to State law	
Employers' Liability	\$1,000,000	
Professional Liability (E&O), if Consultant is providing professional services or advice (on a claims-made form)	\$1,000,000	

9. **Terms & Conditions.** The Consultant has read and agrees to comply with the Terms & Conditions attached hereto.

INITIAL HERE: HN (Consultant initials)

Requisition No.: _____
Purchase Order No.: _____

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

DISTRICT

West Contra Costa Unified School District

Dated: _____, 20____

Signature: _____

Print Name: Christopher Mount-Benites

Title: Associate Superintendent Business Services

CONSULTANT

The Reading and Writing Project, LLC

Dated: 6/29/17, 2017

Signature: Kathleen Neville

Print Name: Kathleen Neville

Title: Executive Administrator

DISTRICT

Site/Department Administrator

Signature: [Signature]

Print Name: Sanya Neely Tolner

Title: Director

Site/Department: Teaching Learning & Learning E

CONSULTANT 2 (If Necessary)

Signature: _____

Print Name: _____

Title: _____

Information regarding Consultant:

Indicate type of entity or if individual:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State _____
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or Social Security Number: _____

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

May 9, 2017 REVISED

Sonja Neely-Johnson
West Contra Costa USD
1108 Bissell Ave
Richmond, CA 94801

Dear Sonja,

This letter describes Summer 2017 contract between the Reading and Writing Project Network and **West Contra Costa USD** 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 **\$95,000**.
These services include:

Home Grown Summer Writing Institute		#	Cost	Subtotal
Grades K-5		days	Each	
July 24-28, 2017				
1. Professional Development and Site based coaching as detailed:				
●	5 On site days with a Senior Primary Staff Developer	5	\$2,900	\$14,500
●	5 On site days with a Primary Staff Developer	5	\$2,700	\$13,500
●	5 On site days with a Primary Staff Developer	5	\$2,700	\$13,500
●	5 On site days with a Senior Upper Grade Staff Developer	5	\$2,900	\$14,500
●	5 On site days with a Upper Grade Staff Developer	5	\$2,700	\$13,500
●	5 On site days with a Upper Grade Staff Developer	5	\$2,700	\$13,500
●	5 On site days with a Middle School (6 th grade)Staff Developer	5	\$2,700	\$13,500

**** All travel expenses are included in the above fees. ****

TOTAL \$95,000

*****Please review the contract attachment for important information regarding your institute.***

*****Please know if you are not able to fill the sections, we don't allow partnering school districts to take extra spots.***

*****Please be advised that we must have this contract back and signed no later than May 28, 2017 or we will not be able to reserve the presenters to work with your district.***

Payment

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.

Audio and Video Recording

Making recordings of any portion of this conference is unlawful and violates the rights of RWPB and the presenters. RWPB reserves all rights to bring legal action against any individuals believed to have engaged in unlawful recording, copying, sharing, or posting and/or any other violation of law, including without limitations copyright and privacy laws.

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 50% charge on any dates for which we have more than one month's notice and a 75% 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 ie: 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 the information in this letter is correct, please sign this letter and return it to Kathy Neville. 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 or call 917-484-1482.

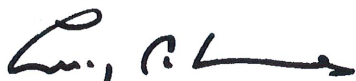
To help you prepare accurate purchase orders, **please note that payment should be made to:**

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

****1099 form is not necessary for an "S" corporation**

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 28th day of June by and between West Contra Costa USD and the Reading and Writing Project Network.

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

Signed by Anita Neville Date 6/28/17