

CONSULTING AGREEMENT

BETWEEN:

Campbell County School District No. 1, Rozet Elementary School, 14054 Hwy 51, Rozet, WY 82727

(the "Client")

- AND -

Camino Literacy Consulting, LLC of 29255 Old Hwy 87, Buffalo, WY 82834

(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.



IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of Professional Development, <u>November</u> 2021 – June 2022.

Customized Literacy Training for the 2021-2022 school year, to include K-6 staff and administration

Services Extended

2. The Services will include a minimum of seven days and a maximum of days agreed by Parties. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client. An Agenda will be provided by Contractor for all Services rendered.

Term of Agreement

- 3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
- 4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide written notice to the other Party.



Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

- 7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor of a fixed amount per professional training event.
 - Client will provide the Contractor the full agreed amount upon completion of each professional training event.
- 8. The client will be invoiced at the completion of each professional training event.
- 9. Invoices submitted by the Contractor to the Client are due upon receipt.

Reimbursement of Expenses

10. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

Penalties for Late Payment

11. Any late payments will trigger a fee of 1.50% per month on the amount still owing.



Confidentiality

- 12. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 13. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
- 14. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

- 15. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
- 16. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

Return of Property

17. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.



Capacity/Independent Contractor

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

- 19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - Campbell County School District No.1 Rozet Elementary School 14054 Hwy 51, Rozet WY 82727
 - a. Patricia E. Camino
 Camino Literacy Consulting, LLC
 29255 Old Hwy 87
 Buffalo, WY 82834

or to such other address as any Party may from time to time notify the other.

Indemnification

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.



Dispute Resolution

- 21. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
- 22. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Wyoming. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Wyoming.

Modification of Agreement

23. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

24. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

25. The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

26. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.



Enurement

27. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

28. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

29. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

30. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Wyoming, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.



Waiver

32. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ______ day of _____ September _____, 2021.

Authorized Signature of Campbell County School District No. 1 (Client)

Patricia E. Camino Camino Literacy Consulting, LLC (Contractor)

Proposal



Date: August 5, 2021

Camino Literacy Consulting 29255 Old Hwy 87, Buffalo, WY 82834

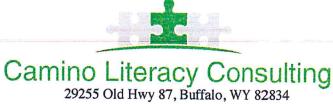
To: Matthew Korkow - Principal Rozet Elementary 14054 Hwy 51, Rozet, WY 82727

From: Patricia E. Camino - Literacy Consultant - (307) 217-0837

Camino Literacy Consulting is pleased you are interested in scheduling a series of professional development days. If you have any questions about the quote below, please contact me at the phone number listed above. Thank you.

| Proposed Service | nsive Literacy Seminars - 6 Days - PROFESSIC Description | Proposed Dates | Pricing |
|---|--|----------------------------|-------------|
| Leveled Literacy Primary Intervention Systems K-2 (Orange, Green, & Blue Systems) | 2 days - A comprehensive training designed to improve the literacy achievement of struggling readers through intensive supportive lessons | November 3-4, 2021 | \$4,000.00 |
| | Teachers will learn to use an economy of language to teach, prompt, and reinforce the reading process and the twelve systems of strategic actions during a Level Literacy Intervention Lesson | | |
| | 1 day – Follow up/ Coaching and Training | TBD Included in Pricing | \$2,000.00 |
| | Participants - Primary Grade Interventionist | | |
| Leveled Literacy Intermediate Intervention Systems – Grades 3-5 (Red, Gold, & Purple Systems) | 2-days – Coherent, Cohesive Intervention System for Struggling Readers designed to improve the literacy achievement of struggling readers through intensive supportive lessons for upper elementary students | November 8-9, 2021 | \$4,000.00 |
| | 1day – Follow up/ Coaching and Training | TBD Included in Pricing | \$2,000.00 |
| | Participants – Intermediate Grade Teachers | | |
| | (\$2000.00 – per day) | | |
| | This is a quote only. This is not a contract. | | \$12,000.00 |

Proposal



Date: September 21, 2021

To: Matthew Korkow - Principal Rozet Elementary School 14054 Hwy 51, Rozet, WY 82727

From: Patricia E. Camino - Literacy Consultant - (307) 217-0837

Camino Literacy Consulting is pleased you are interested in scheduling a series of professional development days. If you have any questions about the quote below, please contact me at the phone number listed above. Thank you.

| One Comprehe | nsive Literacy Seminar – One Day - PROFESSION | AL DEVELOPMEN | Т |
|---|---|-------------------------|------------|
| Proposed Service | Description | Proposed Dates | Pricing |
| Fountas & Pinnell Benchmark Assessment Systems 1&2 | 2 days – Provide an overview of the step-by-step procedures for administering the Benchmark Assessment Systems 1&2 | December 1-2, 2021 | \$3,000.00 |
| | Provide opportunities to practice coding, scoring, and analyzing oral reading to ensure standardization throughout the district | | |
| | Learn to evaluate accuracy, comprehension, and fluency, using the reading process; within, beyond, and about the text | | |
| | Link assessment to whole group, small group, and individual instruction | | |
| | (\$1,500.00 – per day) | | |
| | (\$1,000.00 = pcr ddy) | , | |
| | | | |
| | This is a quote only. This is not a contract. | Total Estimated Cost | \$3,000.00 |



AGENDA: Benchmark Assessment Systems 1&2 Rozet Elementary School – Rozet, WY

December 1, 2021: Benchmark Assessment System 1 (K-2) December 2, 2021: Benchmark Assessment System 2 (Grades 3-5)

Time: Seminar: 8:30 – 3:30 (includes two 15-minute breaks) Lunch: 11:30 a.m. – 12:30 p.m.

Venue: Rozet Elementary School, 14054 Hwy 51, Rozet, WY

Attendees: K-5 Classroom Teachers, Interventionist, SPED, and Administrators

Please bring: Benchmark Assessment System Boxes including *Assessment Guide, Lesson Forms* (large spiral bound book), *Student Forms* (small spiral bound book), *the Literacy Continuum*, mechanical pencil, and the Fountas & Pinnell Calculator

Goals:

- Provide an overview of the step by step procedures for administering the Benchmark Assessment System
- Provide opportunities to practice coding, scoring, and analyzing oral reading to ensure standardization throughout the district
- Learn how to evaluate fluency & comprehension and combine with accuracy score to determine instructional level

| Explore system components | Assessment Guide, the Literacy Continuum, Assessment Forms, Student Optional Assessments, Online Resources, Calculator |
|---|---|
| Assessment Conference Procedures | Getting started Forms Procedures |
| Reading Records | Coding Scoring Analysis Reading Process – Systems of Strategic Actions |
| Evaluating Fluency and Comprehension | Evaluating Fluency and Comprehension - Assessment Conference Optional Assessments including Writing |
| Assessment Summary | Pulling it all together Placement Decisions |
| Linking Assessment to Instruction | Grouping for Instruction Using the Literacy Continuum Examining Case Studies |
| Wrap-up | Q&A Evaluations |

Trish Camino – Fountas & Pinnell Literacy Consultant



Camino Literacy Consulting

29255 Old Hwy 87, Buffalo, WY 82834

PD Offering: Benchmark Assessment System 1 training for all teachers K-2, Interventionists, SPED, and Administrators Benchmark Assessment System 2 training for all teachers Grades 3-5, Interventionists, SPED, and Administrators

Date(s): Benchmark Assessment System 1 – December 1, 2021 Benchmark Assessment System 2 – December 2, 2021

Location: Rozet Elementary School, Rozet, WY

Participants: Grades K-5 - Classroom Teachers, Interventionists, SPED, and Administrators

Total Fee: \$3,000.00

Contact: Linda Olson - Secretary to the Principal

December 1-2, 2021: The Seminars are based on the Fountas & Pinnell Benchmark Assessment Systems 1&2 3E.

The Fee for the Engagement is all-inclusive, covering trainer's Per Diem fees and all related travel expenses.

| | ACCEPTED AND AGREED | |
|-----------|---|------------------|
| | Signed: Matt 7/ | Date: 1. 21.20 |
| | Name (print): Matt Korkow | Title: ArinciAal |
| | | |
| | COUNTERSIGNED | |
| \langle | Attino E. Commit | Date: |
| | Patricia E. Camino, Literacy Consultant | |
| | | |

Camino Literacy Consulting 29255 Old Hwy 87, Buffalo, WY 82834

Overview of Services to be Rendered

Benchmark Assessment Systems 1&2: Classroom Teachers K-5, Interventionists, SPED, and Administrators

Goals:

- Provide an overview of the step-by-step standardized procedures for Scoring/Analyzing Oral Reading & Comprehension Conversations Benchmark Assessment Systems 1&2
- Teach, Practice, and Support scoring and analyzing Oral Reading Behaviors using BAS 1&2 to ensure standardized administration of the Benchmark Assessment throughout the district
- Learn to calibrate fluency & comprehension scores and combine with accuracy score to determine independent, instructional, and hard levels
- Link Assessment to instruction (whole group, small group, individual 1x1)

Training will include:

- Learning how to score and analyze oral reading behaviors when evaluating a reading record using Benchmark Assessment Systems 1&2
- The *Literacy Continuum* resource and how to connect instruction to whole, small, and individual instruction
- Moving from theory to practice Standardizing Administration, Coding, Scoring, and Analyzing Assessment, Calibrating Accuracy & Comprehension Scores when determining Student's Independent, Instructional, and Hard Levels of Learning, Group Placement, Bridging Assessment to Instruction
- Connecting Teacher Resources Benchmark Assessment Systems 1&2 & The Fountas & Pinnell Literacy Continuum



29255 Old Hwy 87, Buffalo, WY 82834

PD Offering: Two Comprehensive Level Literacy Intervention Seminars (Primary & Intermediate)

Dates(s): November 3-4, 2021 (Primary LLI) & November 8-9, 2021 (Intermediate LLI)

Location: Rozet Elementary School, 14054 Hwy 51, Rozet, WY

Participants: K-5 - Classroom Teachers, Interventionists, SPED, and Administrators

Total Fee: \$12,000.00 (Includes Day 3 for both Primary LLI & Intermediate LLI Attendees)

Contact: Linda Olson - Secretary to the Principal

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Organization: Rozet Elementary School, 14054 Hwy 51, Rozet, WY 82727

The first literacy seminar is based on the Fountas & Pinnell Primary Leveled Literacy Intervention Systems (Orange, Green, Blue) – Grades K-2.

The second literacy seminar is based on the Fountas & Pinnell Intermediate Leveled Literacy Intermediate Systems (Red, Gold, Purple) – Grades 3-5.

Two follow-up days are included in the proposal for each of the initial two-day trainings. They occur 6-8 weeks after the initial training.

The Fee for the Engagement is all-inclusive, covering trainer's Per Diem fees, all related travel expenses.

| ACCEPTED AND AGREED | Date: 9/20/21 |
|---------------------------|------------------|
| Name (print): Mott Korkow | Title: Arincipal |
| COUNTERSIGNED | I |

| COUNTERSIGNED | | |
|---|-------|--|
| Marian Comment | Date: | |
| Patricia E. Camino, Literacy Consultant | | |



Overview of Service to be Rendered

Fountas & Pinnell Leveled Literacy Intervention (LLI) is a research-based, supplementary intervention system designed to help teachers provide powerful, daily, small-group instruction for the lowest achieving students in the early grades and for students who are reading below grade level in grades K-6.

Six systems are available for LLI; each supports instruction at different levels of complexity on the F&P Text Level Gradient.

Both the Primary and Intermediate LLI seminars will delve into understanding the reading and writing challenges of children who struggle with literacy learning and how to provide effective teaching within the LLI lessons.

Primary LLI Systems K-2 - Orange, Green, Blue goals:

- Overview of the Lesson Framework
- Assessing and Grouping Students
- Review excerpts of sample lessons and instructional routines
- Understand the demands of the text
- Teaching within the LLI lessons
- Documenting student progress
- Use systematic observation of reading and writing behaviors to inform teaching decision
- Provide tutorials to help code and analyze reading behavior in the group
- Use the System of Strategic Actions to understand the reading process
- Utilize the instructional routines that can be incorporated into small-group teaching

Intermediate LLI Systems Grades 3-5 - Red, Gold, Purple goals:

- Overview of the components and implementation of the LLI Intermediate Systems
- Discuss the similarity and difference between Primary and Intermediate LLI Systems
- Training on specific strategies to address the needs of struggling older readers
- Learn how to code and analyze reading behaviors, schedule, group students, and support students' sustained attention and comprehension of texts
- Delve into the advanced routines needed for intermediate students to include a focus on fluency, vocabulary, and comprehension
- Understand the Lesson Framework Standard Lessons, Novel Units, and Test-Taking Study
- Address essential Strategic Actions at higher text levels through text introductions and discussions
- · Deepen understanding of research-based instructional procedures related to word study
- Explore Text Complexity A-Z

Patricia E. Camino - Literacy Consultant