

NOTICE OF SOLE SOURCE

Date: Tuesday, January 17, 2006

Vendor/Contractor: Levin Agency

Contract Amount: \$50,000.00

Date of Award: Tuesday, January 17, 2006



VIRGINIA BEACH CITY PUBLIC SCHOOLS

A H E A D O F T H E C U R V E

*Department of Curriculum and Instruction
Office of Elementary Instructional Services*

MEMORANDUM

TO: Kevin Beardsley, Director
Office of Purchasing Services

FROM: Janet Smallwood, Title I Coordinator
Office of Elementary Instructional Services

SUBJECT: SOLE SOURCE JUSTIFICATION FOR PEDRO NOGUERA, CONSULTANT

DATE: January 17, 2006

This letter is to verify that the Levin Agency is the sole source proprietor for Pedro Noguera, Consultant. This consultant was selected because he supports the Virginia Beach City Public Schools philosophy and objectives in regards to academic achievement. Pedro Noguera is a professor in the Steinhardt School of Education at New York University, a co-director of the Institute for the Study of Globalization and Education in Metropolitan Settings, and the Director of the Metropolitan Center for Urban Education. He has published over one hundred articles and research reports on topics such as conditions that promote student achievement, youth violence, and race and major ethnic relations in American society. He is the author of *City Schools and the American Dream*.

/rmh

cc: Loneta B. Clement, Director
Office of Elementary Instructional Services

Approved for Sole Source.
J. Ken Beardsley 1/17/06



CITY OF VIRGINIA BEACH
INTER-OFFICE CORRESPONDENCE

In Reply Refer To Our File No. BL0003233

DATE: January 13, 2006

TO: Sammy Cohen

DEPT: Schools

FROM: Karla C. Haynes

KCH

DEPT: City Attorney

RE: **The Lavin Agency (Dept. of Curriculum and Instruction)**

I have approved the above referenced contract as amended, subject to proper execution of this contract in accordance with School Board Policy 3-89. Please have the appropriate party initial all changes and forward the contract to The Lavin Agency.

Thank you for allowing our office to be of service.

KCH/mlg
Enclosure

cc: Kamala H. Lannetti, Associate City Attorney

Department of Curriculum and Instruction-Title I
SCHOOL/DEPARTMENT

116.51700.603407.0049000
ACCOUNT NUMBER

[Handwritten signature]
Kmp 12/23/05
JBC 12/29/05
C. Pate
1-13-06

Pedro Noguera-Consultant to discuss student achievement in regards to poverty

CONTRACT INFORMATION

1	2005-2006	\$ 40,000.00		\$ (40,000.00)
2				\$ -
3				\$ -
4				\$ -
5				\$ -
TOTAL		<u>\$ 40,000.00</u>	<u>\$ -</u>	<u>\$ (40,000.00)</u>

SCHOOL CONTRACTS ONLY

SCHOOL BOOKEEPER VERIFICATION THAT
FUNDS ARE AVAILABLE OR WILL BE AVAILABLE
IN THE ABOVE ACCOUNT NUMBER

SCHOOL BOOKEEPER'S SIGNATURE

DATE

CAPITAL PROJECTS ONLY

TOTAL COST TO COMPLETE THE PROJECT:

\$ _____

PROJECT BUDGET:

\$ _____

CONTRACT BASE COST

\$ _____

C.S. 12/29
SCHOOL/DEPT. AUTHORIZED SIGNATURE

DATE

RECEIVED

DEC 30 2005

VIRGINIA BEACH CITY
SCHOOL BOARD
BUSINESS SERVICES

CITY ATTORNEY ANNEX

JAN 03 2006

LAVIN

Contract # 11887A
Agent: Nikki Barrett

The School Board of the City of Va. Beach

AK

This agreement entered into on November 28, 2005 between Virginia Beach City Public Schools ("Sponsor") and The Lavin Agency ("Agent"). Whereas the services of Pedro Noguera ("Speaker") will be provided to Sponsor according to the following terms and conditions:

PRINCIPAL TERMS OF CONTRACT, collectively "The Engagement"

Speaker: Pedro Noguera
Event: Four one-day Consulting Sessions

Engagement Date(s): Monday, January 30, 2006; February 20, 2006
March 20, 2006 *March 10, 2006*
May 8, 2006

Required Time of Arrival: Night before each workshop

Presentation Time(s): 9-4pm with breaks

Duration of Presentation(s): 6 hrs of workshop / consulting x 4

Conclusion of Engagement(s): 4pm

Title/Topic: Consulting / Workshop Sessions designed to develop and implement strategy to help two elementary and two middle schools in Virginia Beach.

City: Virginia Beach State/Province: VA
Venue: tbc

Fee: \$40,000.00 U.S.
Tax - N/A \$0.00 U.S.
Total \$40,000.00 U.S.
50,000.

All Fees are payable to The Lavin Agency Ltd.
GST # R104287613 / US EIN # 98-0351487

Deposit 1 in the Amount of: \$10,000.00 U.S.

is Due: December 12, 2005

Deposit 2 in the Amount of: \$28,000.00 U.S.
30,000

is Due: \$10,000.00 - February 6, 2006

\$10,000.00 - March 6, 2006

10,000 - Feb. 27, 2006

The Balance Amount of: \$10,000.00 U.S.

is Due: April 24, 2006

Travel and Related Expenses: Sponsor to be responsible for the following expenses: Economy Class no restrictions - best available non-restricted non-stop airfare at time of ticketing. Sponsor to book and pay for hotel accommodation as needed., Meals and Incidentals Expenses. Sponsor to reimburse speaker for ground transportation costs in speaker's home town and in event city **ORIGINAL RECEIPTS REQUIRED.**

Audio Visual Requirements: lavalier mic; mac compatible projector

Paragraphs 1 through 19, as detailed on reverse, form an integral part of this agreement **AS AMENDED**

School Board of the City of Va. Beach
Virginia Beach City Public Schools

The Lavin Agency Limited

Bellement
LONETA B. CLEMENT
DIRECTOR
OFFICE OF ELEMENTARY
INSTRUCTIONAL SERVICES

C. Cashy
CHRISTINE W. CASHY
ASST SUPERINTENDENT
DEPT. OF CURRICULUM
AND INSTRUCTION

APPROVED AS
TO BUSINESS
CONTENT &
AVAILABILITY
OF FUNDS

Sammy Cohen
SAMMY COHEN
DIRECTOR

David Lavin, President

77 Peter Street, Suite 400,
Toronto, Ontario M5V 2G4
Canada
Ph: 416-979-7979/800-265-4870
Fax: 416-979-7987
info@thelavinagency.com
(W-9 ON FILE)

2512 George Mason Dr.
Virginia Beach, VA
23456, USA
Phone: 757-263-1188
jmsmallw@vbschools.com

K. Hammer
Approved as to Legal Sufficiency

AS amended

SPONSOR'S OBLIGATIONS

- 1) The Lavin Agency acts only as Agent for Speakers who will actually furnish the services detailed herein. The Lavin Agency assumes no liability for any act of commission or omission on the part of either Sponsor or Speaker.
- 2) Sponsor is responsible for all reasonable travel, accommodation and related expense costs as detailed on the face of this contract, to be paid no later than 30 days following the receipt of invoice(s) from Agent. Sponsor agrees that, unless otherwise stated herein, Sponsor will arrange all accommodations and local area ground transportation to a reasonable standard agreed to by Agent. *ORIGINAL RECEIPTS REQUIRED.*
- 3) Sponsor agrees to pay any and all federal, state, and local rental, amusement, sales or other such taxes and fees to obtain all necessary licences and insurance.
- 4) Sponsor will compensate Agent for the costs of any collection procedures to which the Agent may resort, including, ~~without limiting the generality of the foregoing, solicitor and client costs~~ and the costs of cheques returned for any reason. *Court*
- 5) Sponsor may not publicize this event until the contract is signed and returned along with any deposit required under the terms of this contract.
- 11) If Agent is unable to provide a speaker acceptable to the sponsor, Agent's only obligation will be to return any monies paid by the Sponsor to the Agent, without interest, and without further liability.
- 12) In paragraph 10, "any reason beyond their control" includes, without limiting the generality of the foregoing, Acts of God, illness, emergency, overriding personal obligations, overriding professional responsibility and travel delays, but does not include financial reasons whether or not related to the anticipated profitability of the event.
- 13) If the Sponsor cancels the program due to an Act of God, the Agent's only obligation will be to return any monies paid by Sponsor to Agent, without interest, and without further liability. ~~Sponsor shall be liable for and Agent may act off any reasonable expenses incurred in connection with this agreement from the monies returnable to the Sponsor.~~
- 14) If Sponsor cancels the engagement for any reason other than an Act of God:
 - i) More than 30 days before the date of the engagement, the Agent will be entitled to 50% of the fee plus any applicable taxes as liquidated damages, to be paid within 10 days of cancellation;
 - ii) Thirty days or less before the date of the engagement, the Agent will be entitled to payment of 100% of the contracted fee as liquidated damages, to be paid within 10 days of cancellation;
 - iii) Regardless of the date of cancellation, the Sponsor will also reimburse Agent for expenses incurred by Agent or Speaker within the scope of this agreement;

PREMISES

- 6) Sponsor will provide a suitable, climate-controlled venue and any necessary Public Address system for the engagement. Sponsor will also provide all accessories and speaking aids as outlined on the reverse hereof.

MATERIALS

- 7) Sponsor agrees that Agent may request final approval of any materials, promotional or otherwise, relating to Speaker and that Sponsor shall furnish copies of such materials to Agent within 48 hours of the request.
- 8) Sponsor agrees not to reproduce any part of the Speaker's presentation without the prior written consent of the Agent.

DEFAULT

- 9) In the event that Sponsor fails to honor any of the terms of this agreement, such failure may, at Agent's option, constitute a repudiation of this agreement resulting in cancellation of the engagement. If Agent elects to treat any such breach as a repudiation of this agreement, Sponsor agrees to pay 50% of the fee plus applicable taxes as liquidated damages.

CANCELLATION

- 10) If for any reason beyond their control, Agent or Speaker is unable to fulfill their obligations under this agreement, Agent will make reasonable efforts to provide a replacement Speaker subject to Sponsor's approval.

GENERAL

- 16) This Agreement may be executed by facsimile and/or electronic transmission and in any number of counterparts, each which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.
- 17) Agent and Sponsor agree that this document represents the entire agreement between them, and supersedes any other written or oral understanding or agreement between the parties relating to the subject matter hereof.
- 18) This agreement may only be varied by written agreement.
- 19) The laws of the ~~Province of Ontario~~ *Commonwealth of Virginia* shall govern this agreement and any action relating to this contract shall be brought and tried in the City of ~~Toronto~~ *Virginia Beach* in the ~~Province of Ontario~~.

LAVIN

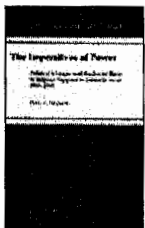


Pedro Noguera: Award winning educator, author, activist

BOOKS



City Schools and the American Dream



The Imperatives of Power

PEDRO NOGUERA

Pedro Noguera is one of America's most important voices on education reform and diversity and an advocate for a strong and vibrant public education system.

Noguera is a professor in the Steinhardt School of Education at New York University, a co-director of the Institute for the study of Globalization and Education in Metropolitan Settings, and the Director of the Metropolitan Center for Urban Education. He is one of America's leading urban sociologists, whose scholarship and research focus on the ways in which schools are influenced by social and economic conditions in the urban environment. A powerful speaker with a unique ability to connect with diverse audiences, Noguera is recognized as an expert on topics such as urban school reform, conditions that promote student achievement, youth violence, the potential impact of school choice and vouchers on urban public schools, and race and ethnic relations in American society. A prolific writer, his most recent book is *City Schools and the American Dream: Reclaiming The Promise of Public Education*. Noguera has served as an advisor and engaged in collaborative research with several large urban school districts throughout the United States and served as a member of the US Public Health Service Centers for Disease Control Taskforce on Youth Violence, the Chair of the Committee on Ethics in Research and Human Rights for the American Educational Research Association, and on numerous advisory boards to local and national education and youth organizations.

Pedro Noguera has published over one hundred research articles, monographs and research reports on topics such as urban school reform, conditions that promote student achievement, youth violence, the potential impact of school choice and vouchers on urban public schools, and race and ethnic relations in American society. His work has appeared in several major research journals and many are available online at inmotionmagazine.com. In addition to *City Schools and the American Dream*, he is also the author of *The Imperatives of Power: Political Change and the Social Basis of Regime Support in Grenada*. Thoughtful, provocative and always on the cutting edge, Noguera is poised to make great changes in the American educational landscape.

What does Pedro Noguera talk about?

Challenging Racial Inequality in Our Schools

Pedro Noguera presents a dynamic and profound perspective on the issues of racial inequality and diversity in our schools. One of America's leading experts on education reform, he takes your audience through the challenges faced by schools and students trying to create a safe, secure, and academically rewarding environment. Noguera tackles problems such as race relations within schools, school violence, desegregation, and school vouchers. He demonstrates the problems America faces in providing equal

opportunity in education, and provides some of the solutions that are working across America.

Described as a "very charismatic speaker of great oratorical gifts," Professor Noguera possesses the rare ability to translate social theory into concise, hip language with emotional impact. He inevitably captures both the minds and the hearts of his listeners.

[Go to Top of Page](#)

INFO@THELAVINAGENCY.COM

1 800 265 4870