

**SERIAL 05144 RFP TITLE III PROFESSIONAL DEVELOPMENT WORKSHOPS
CRISTAL MCGIL - Contract**

DATE OF LAST REVISION: December 30, 2005 CONTRACT END DATE: January 31, 2009

CONTRACT PERIOD THROUGH JANUARY 31, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **TITLE III PROFESSIONAL DEVELOPMENT WORKSHOPS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 18, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/ks
Attach

Copy to: Clerk of the Board
Kimberley Meyer, MCSOS
Kathy Sicard, Materials Management



CONTRACT PURSUANT TO RFP

SERIAL 05144-RFP

This Contract is entered into this 18th day of January, 2006, by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Cristal McGill, LLC, a Colorado corporation ("Contractor") for the purchase of TITLE III PROFESSIONAL DEVELOPMENT WORKSHOPS services.

1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 18th day of January, 2006 and ending the 31st day of January, 2009
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.
- 3.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.2 Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

4.1.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 4.1.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.4 Certificates of Insurance.

- 4.1.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

- 4.1.4.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

- 4.1.4.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Cristal McGill, LLC
4419 Centennial Blvd. #204
Colorado Springs, Colorado 80907

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.4 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.5 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.15 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

EXHIBIT A

PRICING

SERIAL 05144 - RFP
 PRICING SHEET S083402/B0602716 (NIGP 92416)
 BIDDER NAME: Cristal McGill LLC
 F.I.D./VENDOR #: W000000799
 BIDDER ADDRESS: 4419 Centennial Blvd. #204
 P.O. ADDRESS: Colorado Springs, CO 80907
 BIDDER PHONE #: 719 330 2120
 BIDDER FAX #: 719 466 2002
 COMPANY WEB SITE: www.CristalMcGill.com
 COMPANY CONTACT (REP): Cristal McGill, Ph.D.
 E-MAIL ADDRESS (REP): cristalmcgill@earthlink.net

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO %
 REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

PAYMENT TERMS: BIDDER IS REQUIRED TO SELECT ONE OF THE FOLLOWING.
 TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.
 FAILURE TO SELECT A TERM WILL RESULT IN A DEFAULT TO NET 30.
 BIDDER MUST INITIAL THE SELECTION BELOW.

- NET 10 _____
- NET 15 _____
- NET 20 _____
- NET 30 _____
- NET 45 _____
- NET 60 _____
- NET 90 _____
- 2% 10 DAYS NET 30 _____
- 1% 10 DAYS NET 30 _____
- 2% 30 DAYS NET 31 _____
- 1% 30 DAYS NET 31 _____
- 5% 30 DAYS NET 31 _____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: NA %

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:
 _____ NEWSPAPER ADVERTISEMENT
 MARICOPA COUNTY WEB SITE
 _____ PRE-SOLICITATION NOTICE
 _____ OTHER (PLEASE SPECIFY)

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Fee/compensation per workshop</u>
1.4 Workshop dedicated to training on 'Behind Closed Doors: The Secrets Behind Creating and Delivering Effective Instruction' in full accordance with Section 2.1 of the Scope of work SEI TYPE I WORKSHOP	
1.4.1 Fee/Compensation for Workshop, 35-50 Participants (11 hrs) workshop	\$ 5,500.00 One & 1/2-day
1.4.2 Fee/Compensation for Workshop, 51-100Participants (11 hrs) workshop	\$ 6,200.00 One & 1/2-day
1.4.3 Fee/Compensation for Workshop,101-150 Participants (11 hrs) workshop	\$ 10,500.00 One & 1/2-day

EXHIBIT B

SCOPE OF WORK

2.0 Scope of Work

2.1 SEI TYPE I WORKSHOPS

Every workshop facilitated by Cristal McGill, LLC., is interactive, engaging, and energetic. Participants will be involved in the learning and it is guaranteed that nobody will fall asleep! These workshops are sure to become the benchmark of all future and past staff development workshops.

We will need an open room with plenty of space, and just chairs. I request a whiteboard and flipchart stand with paper, and an overhead projector/or document reader. Some tables on the sides of the room are nice so participants can secure their belongings.

The number of participants for any given workshop should range from '35 to 60' for optimal learning impact.

This program is a one and one half (1 ½)-day workshop,

This interactive workshop will help participants see, hear, and feel what SEI instruction is all about. Combine these techniques with up to date current research to create a blast of positive energy. Participants will learn cut-to-the-chase classroom strategies that are backed by science. Strategies will be modeled throughout the workshop so that participants will experience SEI instruction on a cellular level and have plenty of time to assimilate the information into their current classroom situations.

By increasing our awareness and mindful intention of our language choices, we create relevance for students, consciously and deliberately we direct a listener's unconscious attention successfully toward our curriculum outcomes.

This One-day presentation will set up the participants for a neural explosion of information and practical strategies ready for immediate implementation to the class curriculum.

- How are the brains of gifted students different?
- What kinds of strategies are particularly effective for students with particular gifts?
- What can be done to adequately challenge gifted students in our schools?
- What can we do to identify and help gifted students who are underachievers?
- How can we identify and help students who are both gifted and learning disabled?

Schools have a responsibility to provide for the needs of gifted and talented students to challenge them so that they may reach their fullest potentials. Offering real strategies for real classrooms, how the gifted brain learns is an indispensable tool for all educators school administrators, teachers, staff developers, pre-service students, and even parents who want to better understand their gifted children, and help them reach exceptional levels of performance.

We will need an open room with plenty of space, tables and chairs. I usually ask for a whiteboard and flipchart stand with paper, and an overhead projector/or document reader and a VCR/TV. Some tables on the sides of the room is nice so they can put their things on them. Wireless Internet access is necessary for illustration of practical resources on the Internet as well as brain functions illustrations.

Included in this proposal is not only professional facilitation of services but hours of research data to inform and influence decisions made in the classrooms today.

This Provider will be providing:
a well-planned, fully researched, best quality presentation,
Handout packets for each participant,
Resources and product Catalogues

NOTE: Arizona State University – Down Town Center (DTC) is an ideal location for these seminars, of which I am a part-time faculty with ASU and I have wireless internet access in their buildings.

AVAILABILITY - MONTHLY 8:00 AM - 4:30 PM

SEI TYPE I WORKSHOP

Behind Closed Doors: The Secrets Behind Creating and Delivering Effective Instruction'

Participants will experience the fundamentals of impactful teaching strategies utilizing the latest research in group dynamics, and interactive teaching methods to facilitate effective SEI delivery in the classroom.

Environmental, cognitive and emotional factors have a direct effect on learning. This workshop highlights principles and strategies that engage students in the learning process. True knowledge comes from active participation, collaborative involvement and personal reflection with the experience. Team development and staff collaboration in the field of interactive learning enhances the effect of interactive teaching strategies implemented by the school faculty.

Based on neuroscience research we now know; how movement influences learning; how space and relational learning & recall works; the impact of threats on hormones, memory, cells and genes; how our memories are encoded and retrieved; which chemicals do what & how to activate the right ones. This established by use of state management techniques is in the classroom. Teaching with the use of interactive method requires simple and comprehensive directions – Effective direction skill delivery are rarely discussed. Participants will leave with a renewed sense of commitment to the power of 'one at a time' especially with English Language Learners in the SEI classrooms.

This SEI Type I workshop offers some direction for educators who want more purposeful, informed teaching. It offers the possibility of less hit or miss in the classroom and more direct learning connection. Participants will know how environments impact learning, the role of trauma and the effects of distress and threat. In addition they will know how to create a threat free interactive learning environment. These theories are modeled to the participants to support the interactive techniques used throughout this high-powered program.

This course utilizes a unique, dynamic approach to instruction consistent with the philosophies being introduced. Key components of the methodology include high levels of humor, music, and student interaction. Providing learning opportunities that promote a shared belief/support system that enhances student participation, retention and content recall by getting and keeping attention and making information memorable. Storytelling is one our number one ways we learn – we can enhance this by the use of metaphors and relating information to what our learners prior knowledge.

Required Reading:

Guidebook - available in class

EXPECTED OUTCOMES:

1. Learn and develop state management techniques to invite continual learning.
2. Improve the effectiveness of your instruction by getting and keeping learners attention.
3. To Engage learners rapidly and easily through conscious delivery of effective directions.
4. Identify and use multiple strategies to improve student achievement.
 - Ongoing, specific and immediate feedback;
 - Grouping structures and techniques;
 - Building background and vocabulary development;
 - Student engagement;
 - Provide meaningful exercises relevant to student personal experiences.
 - Making Information Memorable
 - Extending SEI methods into Storytelling and Metaphors
5. Approach a deeper understanding of why involvement is critical to learning.
6. A practical approach of experiential learning methods.
7. Participants will leave with a full and complete understanding of current SEI instruction.

SUPPORTIVE LITERATURE

The Chicago consortium conducted a study with 100,000,000 students, 384 Chicago schools, and over 5,000 teachers comparing didactic and interactive instruction. This is the largest study of its kind, sitting powerful generalizations. The findings in this report convert into a 20 percent or more difference in learning per year between the two contexts of didactic instruction versus interactive instruction. Basic skills of reading and math increased and the most impressive finding was called into question the assumption that low – achieving, economically disadvantaged students are best served by emphasizing didactic methods and review. The numbers and findings of this study suggest the opposite: to elevate mastery of basic skills, interactive instruction should be increased and use of didactic instruction and review moderated. Indeed the type of instruction matters!

The task facing those who want to improve instruction in reading and vocabulary in secondary schools is complex, not to mention literacy development for English language learners. It is not simply one of changing tasks in which student engage (e.g., write more, read more) or is changing instructional strategies (e.g., ask higher –level questions; write more complex answers). The change must also include a change in the way in which reading and instruction are viewed and delivered. (Curtis, 2002) Introducing some brain based strategies involving relevance of reading to the students personally, engaging the students in the reading process, and making it memorable. Involve the students in their own learning through interactive reading activities. These are just a few of the adjustments we as educators face with the development of reading skills in our youth.

There is a growing body of research evidence to indicate that learning strategies include the following three types (O'Malley & Chamot, 1990, p.1.)

Metacognitive Strategies – Metacognition is characterized by matching thinking and problem-solving strategies to particular learning situations. The use of metacognitive strategies implies awareness, reflections, and interactions.

Cognitive Strategies – These are directly related to individual learning tasks and they are used by learners when they mentally and/or physically manipulate material to be learned or when they apply a specific technique to a learning task.

Social/Affective Strategies – Peer interactive learning to clarify a confusing point or when they participate in a group discussion or cooperative learning group to solve a problem.

The ultimate goal in learning is for students to develop independence in self-monitoring and self-regulation, through practice with peer assisted and student-centered strategies.

The methodologies reinforced with educators are founded on scaffolding, social learning theory, and cognitive dissonance schema development.

1. Mentally active learners are better learners
2. Strategies can be taught
3. Learning strategies transfer to new tasks
4. Academic language learning is more effective with learning strategies.

References:

- Curtis, Mary E. (2002). *Adolescent Reading: A synthesis of Research*. Center for Special Education, Lesley University. (Www.nifl.gov)
- Kotulak, R. (1996). *Inside the Brain*. Kansas City, MO: Andrews and McMeel.
- Ramey, Craig T., & Ramey, Sharon L.(1999). *Right from birth: Building your child's foundation for life*. New York
Goddard Press.Inc.
- Smith, JB., Lee, VE., & Newmann, FM. (2001). *Instruction and Achievement in Chicago Elementary Schools*.
Consortium on Chicago School Research.

CRISTAL MCGILL LLC, 4419 CENTENNIAL BLVD #204, COLORADO SPRINGS, CO 80907

Terms: Net 20

Vendor Number: W000000799 X

Telephone Number: 719-330-2120

Fax Number: 719-466-2002

Contact Person: Cristal McGill

E-mail Address: cristalmcgill@earthlink.net

Company Web Site: www.cristalmcgill.com

Contract Period: To cover the period ending **January 31, 2009.**