



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

**Agreement between the
School Board of Palm Beach County
and Mondo Publishing**

AGENDA ITEM NUMBER	BOARD MEETING DATE
CONTACT Denise Doyle, Director of Elementary Education	PX # 48511
SCHOOL / DEPARTMENT Department of Elementary Education	

THIS AGREEMENT is entered into this first day of August, 2005 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Mondo Publishing - Building Essential Literacy, hereinafter referred to as "Consultant".

WHEREAS, the Board desires to enter into this Agreement with the Consultant, providing, among other things, for the Consultant's services to the Board; and

WHEREAS, the Consultant desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth.

WHEREAS, the Consultant is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform the required services.

NOW, THEREFORE, the Board and the Consultant agree as follows:

1. TERM

The term of this Agreement shall commence on August 1, 2005 and shall end on June 1, 2006.

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:
See attached listing of services.

B. Time, date, and location of services:
See attached calendar.

3. CONSULTANT BACKGROUND INFORMATION

Education All staff have a Masters degree or equivalent

Position and Address Mondo Publishing, 980 Avenue of the Americas, New York, New York, 10018

Target Group/School/Department Principals, Assistant Principal, Literacy Coaches, & K-2 Teachers at the following schools: Belle Glade Elementary, Forest park, Pahokee Elementary, Pioneer Park, Pleasant City, and Roosevelt Elementary

Approximate Number to be Served Administrators and teachers at the above named schools

4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Mrs. Denise Doyle
TITLE OF THE CONSULTANT'S SUPERVISOR
of the District at regular intervals and in accordance with the attached evaluation tool, Exhibit "A".

FINANCIAL IMPACT

The financial impact is \$450,000.00 The source of funds is Title II Grant

IA	FUND	FUNCTION	OBJECT	LOCATION	PROJECT	PROGRAM	GL
	421	6402	3101	9029	5613	6570	

5. COMPLIANCE WITH POLICIES AND LAWS

The Consultant shall comply with all current School Board of Palm Beach County's Policies. The School Board's policies are located at <http://www.palmbeach.k12.fl.us/> or www.schoolboardpolicies.com and are incorporated herein. It shall be the Consultant's responsibility to comply with all School Board Policies as they may be modified from time to time during the term of this Agreement. The Consultant shall abide by all applicable federal, state and local laws.

6. COMPENSATION

A. The School Board shall pay the Consultant the maximum sum of *(write out amount)*

four hundred and fifty thousand dollars

(\$ _____), for a maximum of _____ hours which is based upon the following rate schedule.

Daily Rate: _____ Half Day Rate: _____

Hourly Rate: _____ Flat Rate: \$450,000.00

I grant permission for any or all parts of this presentation to be videotaped. Yes No

B. No payment shall be made unless and until the Board verifies that all services for which payment is requested have been fully and satisfactorily performed. The Consultant shall submit to the Board any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The administrator who will verify the services have been performed and approve the invoice is:

Denise Doyle, Director of Elementary Education

7. CONFIDENTIALITY OF STUDENT RECORDS

The Consultant is subject to all School District obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Consultant acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

Consultant will not receive student information.

Consultant will receive student information and *Release or Transfer of Student Information* (PBSD 0313) will be completed prior to Consultant receiving student information.

Consultant will receive student information. Since parental consent will not be obtained and Consultant has legitimate educational interests in the information, Consultant shall hereby be deemed an "other school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (Exhibit C) which is attached hereto and incorporated herein.

8. BACKGROUND CHECKS/FINGERPRINTING

The School District shall screen applicants and shall be governed by Fl. Stat. § 1012.32(2)(a) [§ 231.02(2)(a)]. The Consultant agrees to submit to a background check and fingerprinting by the School District's Police Department at the sole cost of the Consultant. The Consultant shall not begin providing services contemplated by this Agreement until clearance by the School District. The School Board shall not be liable for rejection of the Consultant on the basis of these compliance obligations. The Consultant agrees that neither the Consultant, nor any employee, agent or representative of the Consultant who has been convicted or who is currently under investigation for a crime against children in accordance with § 435.04, Florida Statutes will enter onto any school site.

9. INDEPENDENT CONTRACTOR

The Consultant is, for all purposes arising under this Agreement, an independent contractor. The Consultant and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the Board. No officer, agent or employee of the Consultant or Board shall be deemed an officer, agent or employee of the other party. Neither the Consultant nor Board, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

10. OWNERSHIP

A. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by the Consultant under this Agreement shall be the sole and exclusive property of Board. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by the Consultant in the United States or in any other country without the express written consent of Board.

B. Board shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by the Consultant under this Agreement.

11. INDEMNIFICATION/HOLD HARMLESS

The Consultant shall, in addition to any other obligation to indemnify the Palm Beach County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, or anyone

directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by the Consultant or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Consultant under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by the Consultant. The Consultant recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

12. TRAVEL

Travel is is not allowable for this contract. Estimated travel expense is not to exceed _____ for the term of the contract. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F. S. § 1 12.061 and School Board Policy #6.01. The Consultant further agrees that reimbursement for travel must be submitted on travel reimbursement forms with the rates determined by F.S. § 112.061 and School Board Policy 6.01 and must be authorized by the appropriate administrator(s).

13. AMENDMENT

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the School Board.

14. ASSIGNMENT

Neither the Consultant nor the Board may assign or transfer any interest in this Agreement without the prior written consent of the other party.

15. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida. Each Party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

16. TERMINATION

The Board reserves the right to terminate this contract at any time and for any reason, upon giving thirty (30) days notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract and the Board will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits. In the event School Board determines that the Consultant's services are not being performed as agreed upon, the Consultant shall be deemed to be in default and the School Board reserves the right to cancel this contract with five (5) days notice and to withhold all monies due the Consultant until such time as the Board, in its sole discretion shall determine whether to have the contract services completed by others or to cease obtaining the services. In the event that the Board determines to have the contract completed by others, the Consultant shall be liable for any costs of completion in excess of that called for in this contract. In the event that the Board determines not to have the contract completed by others, the Consultant shall be paid for the services that it satisfactorily performed prior to the termination but, in no event, shall the Consultant be paid for any work not actually performed or for lost profits.

In the event that it is determined that a termination for cause was unjustified, the termination shall be deemed a termination for convenience and the Consultant shall be entitled to payment only for work actually performed prior to the termination and to any additional sums.

17. MINORITY STATUS

The School District strongly encourages active minority/women business enterprise participation with all professional services. The Consultant certifies that:

This business is minority owned and operated (minimum 51%) Yes No

If a consultant not representing a firm, I am a minority. Yes No

If either statement above was checked yes, please indicate minority group.

Black or African American Asian Native Hawaiian or Other Pacific Islander Hispanic or Latino

American Indian or Alaskan Native Disabled White Female Other

18. LEGAL REVIEW

The parties hereto represent that they have reviewed the Agreement and have sought legal advice concerning the legal significance and ramifications of the provisions contained herein.

18. NOTICES

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

Consultant: (Add Consultant's address)

Mondo Publishing
980 Avenue of the Americas
New York, New York 10018

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
Purchasing Department
3300 Forest Hill Boulevard, Suite A 323
West Palm Beach, Florida 33406

20. MANDATORY CONTRACT DOCUMENTS

This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporate herein: (approval will not be granted without these mandatory attachments)

- "Exhibit A" - Provide consultant evaluation
"Exhibit B" - Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997)

NOW, THEREFORE, the parties hereto have affixed their signatures on the day and year first above written. This contract was recommended for approval by:

Signature of Legal Services Designee: Kimberly Hall, Date: 6-21-05
Signature of Chief Officer: Ann Killets, Date: 6-16-05

Signature of Principal/Director: Denise Doyle, Date: 6/16/05
Signature of Appropriate Associate Area/Assistant Superintendent: E. Wayne Geert

The School Board of Palm Beach County, Florida

Consultant

By: THOMAS E. LYNCH, CHAIRMAN, DATE

Attest:

By: ARTHUR C. JOHNSON, PR. D., SUPERINTENDENT, DATE

Witnesses: (Two are required)

Signature lines for witnesses

PBSD 1420 (Rev. 05/25/2005)

MARK VINEIS, PRINT CONSULTANT NAME
By: [Signature], SIGNATURE

6-21-05, DATE

MARK VINEIS, PRINT NAME

Witnesses: (Two are required)
[Signature], SIGNATURE
6-21-05, DATE
DAMIAN DUNCAN, PRINT NAME

[Signature], SIGNATURE
Colleen Mullins, PRINT NAME
6-21-05, DATE

ADDENDUM, Concerning Student Information, to the Consultant Contract Agreement ("the Contract") dated August 1, 2005, between The School Board of Palm Beach and Mendo Publishing - Building Essential Literacy [vendor/partner].

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates Mendo Publishing [vendor/partner] ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The District has determined that the Party has a legitimate educational interest in receiving only the following fields of student data [for example: name, grade-level, school attending, etc.; add more spaces as necessary to cover the minimum scope of data actually deemed needed]: student and school demographics, Pre/Post Progress Monitoring, DIBELS and other data points; and outcome data i.e. FCAT, SAT9;
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

[Legal name of the Party]

MARK VINEIS

By: [Signature]
(person having authority to enter legally-binding agreements on behalf of the Party)

Date: 6/21/05

The School Board of Palm Beach County

By: _____

Date: _____

AGREEMENT BETWEEN THE SCHOOL BOARD OF PALM BEACH COUNTY

AND

MONDO PUBLISHING COMPANY – BUILDING ESSENTIAL LITERACY (BEL)

2. RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the following services: Building Essential Literacy is a three (3) year implementation, that commenced October 2003 to provide a school reform model of professional development for Principal, Assistant Principal, Literacy Coach, all K-2 teachers and support personnel to improve the literacy outcomes of K-2 students in Palm Beach County AAA plan schools: Belle Glade, Forest Park, Pahokee, Pioneer Park, Pleasant City and Roosevelt. In addition to two (2) briefing and assessment training days prior to the start of the implementation, there will be eight (8) full day, off-site Leadership sessions which include six (6) 3-hour sessions with Principal/Assistant Principal and Literacy Coach working together; for the remainder of the Leadership sessions the consultant works with the Literacy Coach on both leadership areas and BEL curriculum. Also included are four (4) off-site K-2 Teacher (including support staff) and Literacy Coach days which focus on the structures and instructional strategies of BEL, three (3) full day on site school visits for each school throughout the year where the consultant works with the school leadership team and the K-2 staff. Additionally the schools are provided with a database designed to collect their data and subsequent data analysis done by Mondo. Yearly written reports on the progress of each individual school will be provided to the school and the district.

**Building Essential Literacy (BEL) Cohort 6, Year 2
Palm Beach County– Schedule 2005-2006**

Month	Date	Event	Location
August	Thurs 4	Training for new teachers and new Literacy Coaches	Okeehelée Nature Center - AV Room
	Tues 23	Principals and Literacy Coaches ¹	Okeehelée Nature Center - AV Room
September	Tues 13	Principals and Literacy Coaches ²	Okeehelée Nature Center - AV Room
	Wed 14	½ K-2 Teachers ¹ (split team*) with Literacy Coaches and Principals	United Way, Boynton Beach 2600 Quantum Blvd.
	Thurs 15	½ K-2 Teachers ¹ (split team*) with Literacy Coaches and Principals	United Way, Boynton Beach 2600 Quantum Blvd.
October	Tues 18	School visit ¹	
	Wed 19	School visit ¹	
	Thurs 20	School visit ¹	
	Tues 25	School visit ¹	
	Wed 26	School visit ¹	
	Thurs 27	School visit ¹	
	Fri 28	Literacy Coaches ³	Okeehelée Nature Center - AV Room
November	Tues 15	Principals and Literacy Coaches ⁴	Okeehelée Nature Center - AV Room
	Wed 16	½ K-2 Teachers ² (split team*) with Literacy Coaches and Principals	United Way, Boynton Beach 2600 Quantum Blvd.
	Thurs 17	½ K-2 Teachers ² (split team*) with Literacy Coaches and Principals	United Way, Boynton Beach 2600 Quantum Blvd.
	Tues 29	School visit ²	
	Wed 30	School visit ²	
December	Thurs 1	School visit ²	
	Fri 2	School visit ²	
	Mon 5	School visit ²	
	Tues 6	School visit ²	
January	Tues 24	Principals and Literacy Coaches ⁵	Okeehelée Nature Center - AV Room
	Wed 25	½ K-2 Teachers ³ (split team*) with Literacy Coaches and Principals	Okeehelée Nature Center - Large Room
	Thurs 26	½ K-2 Teachers ³ (split team*) with Literacy Coaches and Principals	Okeehelée Nature Center - AV Room
March	Tues 28	Principals and Literacy Coaches ⁶	Okeehelée Nature Center - AV Room
	Wed 29	½ K-2 Teachers ⁴ (split team*) with Literacy Coaches and Principals	Okeehelée Nature Center - Large Room
	Thurs 30	½ K-2 Teachers ⁴ (split team*) with Literacy Coaches and Principals	Okeehelée Nature Center - AV Room
April	Tues 11	School visit ³	
	Wed 12	School visit ³	
	Thurs 13	School visit ³	
	Tues 18	School visit ³	
	Wed 19	School visit ³	
	Thurs 20	School visit ³	
	Fri 21	Literacy Coaches ⁷	Okeehelée Nature Center - AV Room
May	Thurs 18	Principals and Literacy Coaches ⁸	Okeehelée Nature Center - AV Room

***Please note: "Split Teams" means that half the K-2 teachers come one Teacher day, and half the K-2 teachers the other Teacher day. There should be teachers from each grade level present on each day. The Literacy Coach must attend BOTH days.**

EXHIBIT "A"

CONSULTANT EVALUATION

Building Essential Literacy (BEL) is a research-based reform project to improve the literacy outcomes of students in participating schools. Effectiveness is measured with pre-and post-testing of each student in the following areas:

- Oral Language development
- Concepts about Print
- Letter Recognition
- Beginning Sound Recognition
- Phoneme Blending
- Phoneme Segmentation
- Word Recognition
- Reading Records taken on unseen text to determine text level and comprehension and to establish an accuracy benchmark, which indicates the highest text level a student can enter with 90% accuracy or better.

Each classroom teacher is trained by both the school district and BEL to administer the above measures to each student within a designated, controlled testing window; the data is entered into an electronic database specifically designed for Palm Beach County BEL schools. The BEL consultant guides Teachers, Coaches and Principals to use the data effectively in an on-going way to identify at-risk students, design effective instruction for them, and monitor their progress

The data is also collected by BEL and sent to the University of Melbourne in Australia for analysis and interpretation; the resulting data show each school in comparison to other schools in the cohort. This process is undertaken for both pre-test and post-test data, fully supported by the BEL consultant.

At the close of the school year a full, individualized report will be given to each school and the district, written by the BEL consultant and the BEL support team, to highlight successes in implementation of the BEL design, point out challenges indicated by the data, observation and collaboration with the Principal and Coach and suggest goals for the following year.