



Services Contract

The undersigned agrees to pay Lindamood-Bell Learning Processes for the following services:

Lindamood Phoneme Sequencing® (LiPS®):

A three-day workshop presenting the theory and practice of the specific steps of the Lindamood Phoneme Sequencing® Program to develop phonological awareness, decoding and spelling.

Nancibell® Seeing Stars®: Symbol Imagery (SI™):

A two-day workshop presenting the use of "symbol imagery" to stabilize phonemic awareness, and help develop sight words and spelling. Participants practice specific steps from imaging individual letters for phonemes through imaging multisyllable words.

Nancibell® Visualizing and Verbalizing® (V/V®):

A two-day workshop presenting: 1) the theory regarding the relationship of concept imagery to language comprehension, and 2) the practice of the specific steps of the Nancibell® Visualizing and Verbalizing® Program to develop oral and written language comprehension.

Date of Contract: February 23, 2011
Name of Organization: School Board of Clay County
Address: 900 Walnut St.
Green Cove Springs, FL 32043
Contact Person: Margie Dowling
Phone: 904-291-3741
Email: mddowling@mail.clay.k12.fl.us
Dates of Service: V/V®: June 13 – 14, 2011
SI™: June 15 – 16, 2011
LiPS®: July 25 – 27, 2011
Time of Service: 8:00am – 4:30pm each day
Event Fee: \$26,840 flat fee for up to 15 participants
Additional participants 16-50:
\$330 per additional participant for V/V®
\$330 per additional participant for SI™
\$385 per additional participant for LiPS®
(manuals included)
Presenter's Travel Expenses: Airfare, lodging, auto rental and per diem included in instruction fee
Open or Closed Registration: Closed
Event Location: TBD

1. Course Materials Policy: _____ (initials)
School Board of Clay County will contact Lindamood-Bell with the number of participants in the workshop at least four weeks prior to the start of the scheduled event. If the number changes within four weeks of the start date, you are responsible for contacting Lindamood-Bell. If School Board of Clay County fails to contact Lindamood-Bell with the number of participants, Lindamood-Bell will ship materials for the minimum number of participants as stated in the contract. School Board of Clay County will incur any extra shipping charges for the shipment of extra materials within those four weeks and Lindamood-Bell cannot guarantee they will arrive in time for the workshop.

2. Participant Manual Policy: _____ (initials)
Lindamood-Bell requires each workshop participant to receive a course manual, as each class is taught from the manual. Lindamood-Bell will provide each participant with a manual (included in the fee stated above).

3. Outside Contracts Policy: _____ (initials)
If School Board of Clay County policy is to issue its own services rendered or consultant agreement contract, it must be received by Lindamood-Bell at least four weeks prior to the start of the scheduled event. If the outside services contract is not received at least four weeks prior to the start of the event, Lindamood-Bell reserves the right to cancel or postpone the above scheduled event until all issues regarding the outside services contract can be resolved.

4. Billing Policy: _____ (initials)
We require a complete purchase order to accompany the signed contract at least four weeks prior to the scheduled event. A purchase requisition will not be accepted. Payment is due 30 days from date of invoice. If School Board of Clay County does not issue payment via purchase order, please inform us of your payment procedures prior to returning the signed contract so alternative payment arrangements can be made.

5. Cancellation Policy: _____ (initials)
School Board of Clay County may cancel up to four weeks prior to the scheduled event. If cancellation occurs less than four weeks prior to the event, School Board of Clay County will be responsible for any non-refundable/non-transferable out of pocket expense (i.e. airline ticket, hotel deposit, shipping charges, manual fees, materials cost) Lindamood-Bell has incurred for the above event.

Lindamood-Bell reserves the right to cancel the scheduled event if the signed contract and/or purchase order is not received at least four weeks prior to the event.

The performance of this agreement by either party is subject to acts of God, war, government regulation, disaster, weather, civil disorder, curtailment of transportation facilities or other emergencies making it illegal, or impossible to provide the event.

6. Your Scheduled Presenter is: to be determined upon scheduling
Should the named presenter(s) become unavailable, Lindamood-Bell will provide a presenter equally capable of delivering the standard high quality, current and complete Lindamood-Bell® workshop to participants.

7. Level of Instruction: _____ (initials)

This level of instruction is intended to introduce participants to the specific steps of these processes, as preparation for instructing students, and is not intended to prepare participants to train others.

8. Prior Approval of Written Materials: _____ (initials)

School Board of Clay County will submit a copy of any written materials that it plans to distribute regarding this workshop to Lindamood-Bell prior to its dissemination. Material must be provided to Lindamood-Bell for review and written approval no less than 30 business days prior to anticipated distribution.

9. Trademarks and Copyrights: _____ (initials)

Lindamood-Bell Learning Processes is the owner and/or exclusive licensee of the following proprietary trademarks and service marks (the “Marks”):

- Lindamood-Bell Learning Processes®
- Lindamood-Bell®
- Lindamood®
- LiPS®
- Lindamood Phoneme Sequencing®
- Visualizing and Verbalizing®
- Visualizing & Verbalizing®
- Visualizing and Verbalizing for Language Comprehension and Thinking®
- V/V®
- Seeing Stars®
- Vanilla Vocabulary®
- On Cloud Nine®
- OCN™
- See Time Fly®
- SI™
- HLM®
- Human Learning Management®
- Gander Educational Publishing®
- Gander Publishing®
- Nancibell®
- We Create the Magic of Learning®
- Catch a Star®
- Center in a School™
- CIS™
- Talkies®
- Sensory Cognitive Processing™
- Follow the Goose!®



Some of the trademarks and service marks have associated proprietary images.

In addition to the Marks, LINDAMOOD-BELL is the owner and/or exclusive licensee of the following copyrighted works (the “Copyrights”):

LAC Test, Lindamood Auditory Conceptualization Test ©
The Lindamood Phoneme Sequencing Program for Reading, Spelling and Speech (LiPS) ©
Visualizing and Verbalizing for Language Comprehension and Thinking ©
On Cloud Nine: Visualizing and Verbalizing for Math ©
Seeing Stars: Symbol Imagery for Phonemic Awareness, Sight Words and Spelling ©
LINDAMOOD-BELL's Web site located at www.Lindamood-Bell.com (the "Web site") ©
Vanilla Vocabulary ©
Ivan King of the Neighborhood ©
Ivan Sleeps Over ©
Talkies ©

Each of the Copyrights has derivative works, including but not limited to text, images, software, audio and/or video materials related thereto. All such materials, including the Marks, the Copyrights and all other proprietary rights and materials of Lindamood-Bell and its affiliates are hereinafter referred to individually and collectively as the “Materials.”

10. Materials:

_____ (initials)

School Board of Clay County (“the Board”) recognizes and agrees that the Program Materials consist of copyrighted works. Neither the Board nor its employees shall do anything in connection with the Materials or the Marks that might in any way violate copyright or trademark laws applicable to the Materials and their use by the Board pursuant to the terms and conditions of this Agreement. For example, neither the Board nor its employees shall alter or amend the Materials without the express, prior written consent of Lindamood-Bell. Further, neither the Board nor its employees shall copy or distribute the Materials in a manner not authorized by the terms and conditions of this Agreement.

Any reference to all or any portion of the Materials in any and all advertising materials, manuals, instructional materials, software, registrations, websites and other related documents or materials (collectively, the “Publications”) produced or sponsored by the Board shall contain the following disclaimer: “[Board] is not affiliated with, certified, licensed, or sponsored by Lindamood-Bell Learning Processes, Nanci Bell, Phyllis Lindamood or Pat Lindamood. Lindamood-Bell Learning Processes in no way guarantees the quality of the materials or services that may be supplied by [Board].” (The “Disclaimer”). The Disclaimer shall be placed in a conspicuous manner on any and all documents produced or sponsored by the Board that in any way reference all or any portion of the Materials.

The Board agrees to notify Lindamood-Bell of any and all infringements of the Copyrights or the Marks that come to the Board’s attention. Further, the Board shall take no action with regard to any such infringements without the prior written consent of Lindamood-Bell.

The Board may not reproduce all or any portion of the Materials, including those protected by the Copyrights without the express prior written permission of an officer of Lindamood-Bell. If Lindamood-Bell approves any use of the Materials in any Publications protected by the Copyrights, any and all such uses by Applicant shall include, in addition to the Disclaimer, a conspicuous credit notice identifying the use of the Copyrights as follows: *“From [name of publication, date], © [year of publication and author]. All rights reserved. Used by permission and protected by the copyright laws of the United States. Such laws prohibit any copying, redistribution or retransmission of these materials without express written permission from [author].”*

The Board shall submit to Lindamood-Bell for its prior written approval any and all advertising materials that contain reference to all or any portion of the Materials, including but not limited to brochures, flyers, newspaper advertisements, mailing, World Wide Web postings, radio or television commercials. Lindamood-Bell shall have fifteen (15) business days from its receipt of any and all such items from the Board to provide its approval of the Materials or to provide the Board with written objections to the Board’s requested use of the Materials. Any Lindamood-Bell® approved reference to all or any portion of the Materials on the Board’s website shall contain a direct link to the Lindamood-Bell® website at: <http://www.lindamoodbell.com> The Board acknowledges that Lindamood-Bell has the right and duty to control the use, quality and implementation of the Materials. Accordingly, the Board acknowledges and agrees that it shall in no way utilize all or any portion of the Materials in a manner that would affect the quality or validity of the Materials, along with the goodwill and reputation of Lindamood-Bell, Nanci Bell, Phyllis Lindamood, Pat Lindamood, and/or any of their programs, copyrighted works, or other proprietary materials, including the Materials. Any such action by the Board or its agents in violation of this covenant shall be deemed a material breach of this Agreement by the Board and shall provide Lindamood-Bell the right to immediately terminate this Agreement, in addition to seeking damages and equitable relief.

The Board hereby acknowledges the validity of each of the Copyrights and Marks, and neither Board nor its agents shall in any way undertake any action or effort, directly or indirectly, to challenge the ownership or validity of the Marks or the Copyrights, or any other intellectual property of Lindamood-Bell, Nanci Bell, Phyllis Lindamood, and/or Pat Lindamood.

The Board hereby agrees to defend, indemnify and hold Lindamood-Bell harmless from and against any and all suits, actions, claims, judgments, debts, obligations or rights of action, of any nature or description, and any and all costs, including attorneys’ fees incurred by Lindamood-Bell in connection with, arising out of or relating to the need for Lindamood-Bell to protect the Copyrights and/or the Marks as a result of any acts, omissions, statements or representations of any employee or agent of the Board acting within the course and scope of their employment. The Board shall immediately notify Lindamood-Bell of any known or expected violation of the Copyrights or the Marks, whether by an employee or agent of the Board, or by any third party.

The Board recognizes and agrees that Lindamood-Bell Learning Processes and its principals own the copyrights and all derivative works, including but not limited to all tests, images, printed materials, software, audio and/or video materials, utilized in all Lindamood-Bell workshops or presentations (collectively, the “Materials”). The Materials

are protected by the copyright laws of the United States. Such laws prohibit any copying, redistribution or retransmission of the Materials without the express, written permission of the author. Accordingly, videotaping, audio taping or otherwise electronically recording any workshops or related presentations by Lindamood-Bell, its employees or representatives is strictly prohibited without the express, prior written permission of an authorized office of Lindamood-Bell.

11. Credit Options: _____ (initials)

The Board acknowledges that participants will be offered the choice of one of the following two types of credit:

- *Lindamood-Bell® Continuing Education Units (CEUs):* Approved by the International Association for Continuing Education and Training (IACET). One workshop hour = 0.1 unit. These units are available at no cost, upon request after the completion of the workshop.
- *University of California Los Angeles Extension:* The Board will be listed by UCLA as a co-sponsor. Credits are optional, additional fees apply, payable by the individual to the Regents of the University of California. Credits are as follows: LiPS®: 2 quarter units (usually equivalent to 1-1/3 semester units), SI™ or V/V®: 1.5 quarter units (usually equivalent to 1 semester unit).

12. The Organization will provide: _____ (initials)

1. Room(s) set up classroom style with tables (not desks) and comfortable, *adult-size*, chairs, presenter table and chair, and wastebasket.
Theater style seating is not appropriate. Please do not use rooms with columns or other features that may obstruct the participants' view.
2. White board (4' x 8' or larger) with dry erase pens and eraser.
3. Overhead projector and screen.
4. Wireless lavalier (lapel) microphone for groups over 40.

** The above set up is required to maximize the learning experience for all participants. Odd rooms with inadequate Audio Video equipment detract from the information presented.

13. Arbitration: _____ (initials)

Except for any claim seeking the exercise of the injunctive or equitable powers of a court of competent jurisdiction, any action to enforce or interpret this Agreement, or to resolve disputes with respect to this Agreement, shall be settled by arbitration in accordance with Florida statutes and any successor provisions thereto. The provisions of Florida statutes regarding the right to take depositions and obtain discovery shall apply to the arbitration. Arbitration shall be the exclusive dispute resolution process. Any party may commence by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. The place of arbitration shall be in the County of Clay, Florida. The arbitrator to the resolution of the dispute shall apply the substantive law of the State of Florida. The parties share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of reasonable attorneys' fees, costs and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final binding and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court

having jurisdiction thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.

14. Miscellaneous Provisions:

_____ (initials)

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, successors and assigns, and shall be governed by, construed and enforced in accordance with the laws of the State of Florida. If any enforcement of this Agreement is sought, the courts of Clay County, Florida shall have exclusive jurisdiction and venue thereof, and each party hereby irrevocably and unconditionally submits to such jurisdiction and venue. This Agreement may be signed in counterparts and delivered by facsimile or other means of electronic transmission, which together shall constitute one and the same Agreement. This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter thereof. The Organization shall not assign this Agreement without the prior written consent of Lindamood-Bell. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers and neither party shall have the right to bind the other in any manner whatsoever. If any one or more of the provisions contained in this Agreement are held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and the intent manifested thereby shall be recognized. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party (i) if personally served, when received; (ii) if transmitted by facsimile, upon the generation by the transmitting facsimile machine of a confirmation that the entire document has been successfully transmitted; (iii) if sent by recognized courier service on the business day following the date of deposit with such courier services; or (iv) if sent by registered mail, postage prepaid, return receipt requested, on the third business day following the date of deposit in the United States mail. All such notices shall be addressed to a party at the addresses as set forth on the first and last page of this Agreement. Any party hereto may change its address for purposes of this paragraph by written notice in the manner provided above.

This Contract is valid for 60 days, after which time it may need to be revised.

The undersigned organization represents and warrants that they have the legal authority to enter into this Agreement, and that this Agreement shall be binding on the undersigned organization in accordance with its terms and conditions. The party signing this agreement on behalf of the undersigned organization has authority to fully bind the organization.

All pages of the agreement must be returned for the signed agreement to be valid.

Please print and sign one copy, and fax to:
Lindamood-Bell Learning Processes
Professional Development Department
Attn: Katy Buell
Fax: 775-806-7036

Kits may be purchased from:
Gander Publishing
412 Higuera Street, Suite 200
San Luis Obispo, CA 93401
Phone: 800-554-1819
Fax: 805-782-0488
www.ganderpublishing.com

Signature: _____ Date: _____
Contracting Party
School Board of Clay County

Signature: _____ Date: _____
Rodney Bell, Director of Professional Workshops
Lindamood-Bell Learning Processes