

Board Meeting Agenda Item Executive Summary

<i>Supt.'s Office Use Only</i>
Board Meeting <u>6-17-08</u>
Agenda _____
Item No. _____

Board Meeting Date:	June 17, 2008
Submitted By:	Everett W. Caudle
Item Description:	Memorandum of Agreement with FDOE for Reading Intervention Instructional Materials

Purpose and Explanation:

A Memorandum of Agreement has been submitted to the Florida Department of Education (FDOE) to provide a framework for cooperation between FDOE and the District to purchase materials and implement an innovative instructional reading program at Metcalfe Elementary. This pilot program was funded through a 2007 General Appropriations Act (99A, Ch. 2007-72, § 2, Laws of Florida). Funding for the materials and training associated with the implementation will be covered up to \$24,600 by FDOE.

BUDGETARY IMPACT

Funding Source (Description): FDOE **Amount: \$24,600**

Staff Attorney Review & Approval <i>(For Contracts Only)</i>	Date: _____ Initial: _____	ADDITIONAL INFORMATION Yes: _____ No: _____
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MEMORANDUM OF AGREEMENT

BETWEEN
THE FLORIDA DEPARTMENT OF EDUCATION
AND
THE ALACHUA COUNTY SCHOOL DISTRICT

2007 General Appropriations Act Specific Appropriation 99A
READING INTERVENTION INSTRUCTIONAL MATERIALS

WHEREAS, the Florida Department of Education ("Department") is an agency organized pursuant to Section 20.15, Florida Statutes, and the ALACHUA school district ("school district"), is operated by a local school board and established under Art. IX, §4, Florida Constitution, providing instruction to students in grades K-12;

WHEREAS, the purpose of this Agreement is to provide the framework for cooperation between the Department and school district to purchase and implement instructional materials for the innovative reading pilot program funded through the 2007 General Appropriations Act Specific Appropriation 99A, Ch. 2007-72, §2, Laws of Florida.

WHEREFORE, by signing this document, the Department and the school district commit to executing the activities and providing the resources as detailed in this MOA.

I. Project Activities / Commitment of Resources

For the purpose of providing intensive reading instruction programs for children in high needs schools to improve student reading skills as outlined in the 2007 General Appropriations Act Specific Appropriation 99A, the Department and the school district agree to provide and commit to the following:

A. Contracted Intensive Reading Instruction Programs

The Department agrees to provide oversight of the purchases, professional development, and implementation of the contracted intensive reading instructional programs provided through Appropriation 99A. In turn, the school district agrees to implement the contracted intensive reading instructional program(s) with fidelity.

Specifically, the Department agrees to require the contracted vendors to deliver programs to schools by June 30, 2008, and professional development materials to appropriate teachers, reading coaches, and administrators by August 15, 2008.

Specifically, the school district agrees to verify in writing to the Department its receipt of all contracted program materials by June 30, 2008, or within a reasonable time thereafter. The school district shall require appropriate teachers, reading coaches, and administrators to attend professional development necessary to successfully implement the program(s). The school district shall ensure the provision of reading intervention through the use of the program(s) and shall ensure school and district level monitoring of program implementation.

B. District Provided Data

The school district agrees to provide program specific data, progress monitoring data, and student performance data in reading, including a pre- and post- measure other than FCAT, to the Department as well as the contracted vendor(s) for the reading intervention program(s). The school district agrees to provide data on the fidelity of program implementation including a quarterly report providing the number of students served by each program as well as district

and principal walkthrough data verifying fidelity of implementation of the program, with particular emphasis on time and group size.

II. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for ensuring performance of the Agreement terms and conditions and shall serve as Department/school district contacts regarding issues arising out of this Agreement.

DEPARTMENT OF EDUCATION

Name: Evan Lefsky, Ph. D.

Executive Director

Just Read, Florida!

Phone: (850) 245-0503

Fax: (850) 245-9530

Evan.Lefsky@fldoe.org

ALACHUA COUNTY SCHOOL DISTRICT

Name: Dr. Sandi Anusavice

District Reading Contact

Phone: (352) 955-7444

Fax: (352) 955-7664

anusavsh@sbac.edu

III. Term of Agreement

This agreement shall be effective upon execution by both parties and terminate on June 30, 2009.

IV. Termination

This Agreement may be terminated at any time prior to the stated date of termination upon the mutual consent of both parties. If a school district unilaterally terminates prior to the stated date of termination, the school district understands that the financial obligations listed in section IV of this Agreement will apply. Termination of this Agreement by the Department will only be the result of failure of school or district implementation of the reading intervention program(s). In the event of unilateral termination by either party, such party shall provide no less than ninety (90) calendar days' notice to the other party. Notice shall be delivered by certified mail, (return receipt requested) to the Agreement Manager of the other party.

V. Financial Obligations of the Parties

The Department and the school district agree to satisfy their duties and responsibilities under this Agreement at no cost or charge to either party. However, the parties understand that termination of this Agreement by the school district shall result in repayment to the Department for the pro rata share of the program materials delivered to the school district.

VI. Miscellaneous Provisions

- a. *Amendment.* This Memorandum of Agreement may be amended. Any amendment shall be in writing and signed by both parties.

- b. *Severability*. Should any term or provision of this Memorandum of Agreement be held, to any extent, invalid or unenforceable by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of the Memorandum of Agreement, to the extent that the Memorandum of Agreement shall remain operable, enforceable, and in full force and effect to the extent permitted by law.

VII. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing by the Agreement Managers and delivered to the Commissioner of Education, or his/her designee, and the Superintendent of the school district. These individuals shall decide the dispute and render a written decision to the Agreement Managers.

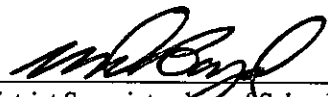
IN WITNESS WHEREOF the parties' duly authorized representatives hereby execute this Memorandum of Agreement on the date below.

Commissioner
Florida Department of Education

Date


Executive Director
Just Read, Florida!

Date



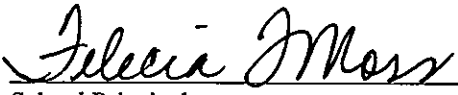
District Superintendent of Schools

Date



District Reading Contact

5/23/08
Date



School Principal

5/21/08
Date

District Name	School Name	Price	Unit	Number	Unit
ALACHUA	W. A. METCALFE ELEMENTARY SCHOOL	\$24,600.00	Kaplan \$24,600.00	40	student(s)