

## AGREEMENT

This Agreement is made and effective as of the date last written below, by and between Lindamood-Bell Learning Processes, a California corporation (“LBLP”), and Carroll County School District (the “District”). This Agreement is made with specific reference to the following facts:

### RECITALS

A. LBLP has its principal place of business in San Luis Obispo, California. LBLP is engaged in the business of educating students, conducting seminars for teachers and educators and training educators in the field of teaching spelling, reading comprehension, oral language comprehension, oral language expression, written language skills, and learning management.

B. The District is located in Carrollton, Kentucky. The District desires to retain LBLP to provide specified programs to the District pursuant to the terms and conditions of this Agreement.

C. LBLP is the owner and/or exclusive licensee of the following trademarks and service 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™  
OPAL™  
Orthographic and Phonological Awareness for Literacy A Measure of Symbol Imagery™

Talkies®  
Sensory Cognitive Processing™  
Follow the Goose!®



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

D. In addition to the Marks, LBLP is the owner and/or exclusive licensee of the following copyrighted works (the “Copyrights”):

Visualizing and Verbalizing®  
V/V®  
On Cloud Nine®  
Vanilla Vocabulary®  
Seeing Stars®  
LiPS®  
LAC®

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 LBLP and its affiliates are hereinafter referred to individually and collectively as the “Materials.”

NOW, THEREFORE, for and in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the parties agree as follows:

### **TERMS AND CONDITIONS**

1. LBLP Services. LBLP will provide the District with specified services for the District to use only with District employees and students at Winn Primary School, Carroll County Child Development Center, and Cartmell Elementary. The services are as follows:

1.1 LBLP will provide specified District employees with professional development workshop services in accordance with the scope of service schedule outlined in Schedule 1 to this Agreement. The workshop services shall address initial familiarization in the following LBLP programs: (i) Visualizing and Verbalizing® (“V/V®”) Program; (ii) Seeing Stars® for Symbol Imagery (“SI™”) Program; and (iii) Introduction to LBLP School Partnerships.

1.2 LBLP will provide the District with on-site oversight and LBLP personnel to supervise and implement the services pursuant to Schedule 2 of this Agreement. Any and all LBLP personnel providing services to the District pursuant to this Agreement shall be and shall at all times remain the employees of LBLP and shall be supervised only by LBLP personnel.

1.3 As an additional element of the services to the District, LBLP shall provide consulting services from off-site LBLP personnel in accordance with the terms and conditions of Schedule 3 of this Agreement. These consulting services are designed to provide oversight for purposes of achieving program consistency among the District's schools for program implementation in accordance with the terms and conditions of this Agreement. Consulting services by off-site LBLP personnel may be done via live streaming video feed and/or "video chats". Please review technical requirements in Schedule 3 of this Agreement.

1.4 LBLP shall also assist the District in community outreach services in order to promote and facilitate the implementation of the program for the District. The community outreach services to be performed by LBLP under this Agreement are specified in Schedule 4 to this Agreement.

1.5 LBLP shall begin implementation of the services for the District on June 17, 2013, presuming all other conditions of this Agreement have been satisfied, including the purchase (and receipt) of the materials specified in Schedule 6.

1.6 The District acknowledges LBLP's program recommendations and expectations in Exhibit A. LBLP and the District will collaborate to analyze and use their respective reasonable best efforts to implement specific accountability standards as they pertain to LBLP's recommendations of the LBLP programs and the district-wide implementation of the model. The District's failure or refusal to conform to the program implementation requirements noted in Exhibit A will allow LBLP to terminate this Agreement unilaterally, upon fifteen (15) days' prior written notice to the District. Upon such a termination by LBLP, the District shall pay all sums then due LBLP under this Agreement, through the last day of the month during which the termination becomes effective.

2. Term. The term of this Agreement will be from the effective date of the Agreement (which is defined as the date last written below), until May 23, 2014 (the "Term"). The Term may be extended only by the mutual written agreement of the parties.

3. Consideration. For and in consideration of services to be provided to the District by LBLP pursuant to this Agreement, LBLP shall receive compensation from the District in the total amount of Three Hundred Twenty Eight Thousand Five Hundred Dollars (\$328,500.00). This compensation does not include program materials (as listed in Section 4 of this agreement) or any supplemental materials, and it does not include additional services not outlined in this Agreement; if additional services are required or requested, they will be contracted for separately. This compensation shall be due LBLP and shall be paid in the amounts and on the dates specified in Schedule 5. All sums due LBLP pursuant to this Agreement shall be paid by

business check sent via U.S. mail. Interest will accrue on the unpaid portion of each payment beginning thirty (30) days after payment due date at the rate of eight percent (8%) per annum. If action is instituted to collect payments per the terms of this Agreement, the District agrees to pay any and all collection costs including attorneys' fees, collection fees and other costs of enforcement.

3.1 All sums paid to LBLP by the District pursuant to this Agreement shall be paid in full, without withholding, offset or demand by the District.

3.2 LBLP reserves the right to cancel services if the signed contract is not received at least two weeks prior to the start of services. If the signed contract has not been received by this time, the District will be responsible for any out of pocket expense (i.e. airline ticket, hotel deposit, shipping charges, manual fees, materials cost) LBLP has incurred.

4. Materials. As a material element of LBLP's willingness to enter into this Agreement with the District, the District has agreed to and shall acquire from LBLP's authorized affiliates the program materials specified in Schedule 6 to this Agreement (the "Program Materials").

4.1 The District's purchase of the Program Materials shall be made on or before June 17, 2013, and the District shall have purchased the Program Materials and have the Program Materials in the District's possession prior to LBLP's initiation of services pursuant to this Agreement.

4.2 The District recognizes and agrees that the Program Materials consist of copyrighted works. Neither the District 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 District pursuant to the terms and conditions of this Agreement. For example, neither the District or its employees shall alter or amend the Materials without the express, prior written consent of LBLP. Further, neither the District or its employees shall copy or distribute the Materials in a manner not authorized by the terms and conditions of this Agreement.

4.3 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 District shall contain the following disclaimer: "[District] 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 [District]." (the "Disclaimer"). The Disclaimer shall be placed in a conspicuous manner on any and all documents produced or sponsored by the District that in any way reference all or any portion of the Materials.

4.4 The District agrees to notify LBLP of any and all infringements of the Copyrights or the Marks that come to the District's attention. Further, the District shall take no

action with regard to any such infringements without the prior written consent of LBLP.

4.5 The District 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 LBLP. If LBLP 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 this materials without express written permission from [author].”*

4.6 The District shall submit to LBLP 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. LBLP shall have fifteen (15) business days from its receipt of any and all such items from the District to provide its approval of the Materials or to provide the District with written objections to the District’s requested use of the Materials. Any LBLP approved reference to all or any portion of the Materials on the District’s website shall contain a direct link to the LBLP website at: <http://www.lindamoodbell.com>.

4.7 The District acknowledges that LBLP has the right and duty to control the use, quality and implementation of the Materials. Accordingly, the District 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 LBLP, 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 District or its agents in violation of this covenant shall be deemed a material breach of this Agreement by the District and shall provide LBLP the right to immediately terminate this Agreement, in addition to seeking damages and equitable relief.

4.7.1 The District hereby acknowledges the validity of each of the Copyrights and Marks, and neither District 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 LBLP, Nanci Bell, Phyllis Lindamood, and/or Pat Lindamood.

4.7.2 The District hereby agrees to defend, indemnify and hold LBLP 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 LBLP in connection with, arising out of or relating to the need for LBLP 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 District. The District shall immediately notify LBLP of any known or expected violation of the Copyrights or the Marks, whether by an employee or agent of the District, or by any third party.

5. LBLP Personnel and Expenses. LBLP shall bear all costs and expenses associated with the on-site and off-site personnel utilized to perform the duties of LBLP under this Agreement, as specified below.

5.1 Neither the District nor its employees or agents shall do anything to interfere with the employer-employee relationship between LBLP and its personnel assigned to provide the District services under this Agreement, including but not limited to the solicitation of any such employee(s) away from the employ of LBLP.

5.2 LBLP's costs and expenses associated with the fulfillment of this Agreement shall include:

5.2.1 All LBLP staff salaries, taxes and benefits including, without limitation, federal and state unemployment insurance, worker's compensation insurance, disability insurance and the like.

5.2.2 All required living expenses (lodging, food, etc.), all airline flight costs, all local transportation costs, all operating administrative expenses incurred by LBLP staff and the LBLP Company.

5.3 LBLP shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

5.4 The District recognizes that LBLP personnel may be absent from a school assignment from time to time for unanticipated health or personal reasons. If this occurs during the term of this Agreement and the absence of the LBLP employee has a material impact on LBLP's requirements under the Agreement, LBLP will work with the District to make up workdays missed and/or assign replacement personnel.

6. Provision of Services. The District recognizes and agrees that as of the date of this Agreement, LBLP has not reviewed the abilities or performance characteristics of District employees who will be utilized by the District pursuant to the provision of services to the District by LBLP. For example, District employees may or may not follow LBLP's techniques and requirements when LBLP programs are administered to District students. Further, there is no baseline data for the students of the District who will participate in the services to be performed under this Agreement. Because LBLP cannot control all variables of instructional quality and fidelity within the District, it is recognized and agreed that LBLP cannot and will not provide the District with a guarantee of specified gains by District students pursuant to his Agreement. This Agreement is intended to provide professional development to District staff. It is not intended to provide direct services by LBLP to District students or to address individual student needs. The District may have students who independently seek services with a LBLP learning center. Services recommended to students in LBLP learning centers may vary from the instruction recommendations for instruction given to District personnel under this Agreement, based on the individual needs of students and based on the scope of LBLP's services under this Agreement.

7. Data. LBLP will establish a data system to provide comprehensive and timely

data for the implementation of the program for the District pursuant to the terms and conditions of this Agreement. Each of the parties shall have the right to utilize this aggregate data (not individual data) for their respective purposes throughout the term of this Agreement and upon the termination of this Agreement for whatever reason.

7.1 LBLP and its employees understand that all individual student records which are generated by the District are intended to be confidential in nature. LBLP and its employees shall not disclose contents of any of the individual student records generated by the District, its employees, or students, except as required by state or federal law, or with the prior written permission of the District.

8. Partnership. Nothing contained in this Agreement or arising from the services to be performed by the parties under this Agreement shall be construed to place the parties in the relationship of partners or joint ventures, and neither party shall have the right to bind the other in any manner whatsoever concerning the subject matter of this Agreement.

9. Acknowledgment; Publicity. On occasion, the District may contact or be contacted by various representatives of the media to promote, market and advertise the services offered by the District under the terms of this Agreement. The parties acknowledge that LBLP's name recognition in connection with any promotion of the services is essential to the protection of LBLP's intellectual property and associated goodwill. Accordingly, prior to any public reference to the services by the District in any material, the District shall obtain LBLP's prior written consent. In addition, LBLP shall be referenced in all press releases issued by the District involving the services.

10. Authority. Each of the parties to this Agreement represents and warrants that it has the legal authority to enter into this Agreement, and that this Agreement shall be binding upon the applicable party in accordance with its terms and conditions. Each person signing this Agreement on behalf of LBLP and the District has the authority to fully bind the respective party.

11. Assignability. This Agreement and the rights granted by this Agreement to the District are personal to the District and shall not be assignable by the District or by operation of law. LBLP shall have the right to assign this Agreement on the prior written consent of the District, which consent shall not be unreasonably withheld or delayed.

12. Peer Review. For all manuscripts prepared by the District whose data arises out of or relates to LBLP's provision of the services under this Agreement (collectively, the "Manuscripts"), LBLP must approve the contents of the Manuscripts prior to their submission by the District for publication (the "Submission Date"). The District shall provide LBLP with a complete copy of the final Manuscript no less than forty-five (45) days prior to the Submission Date. The Manuscript may not be submitted or published without the prior written consent of LBLP. Should LBLP's consent be granted on condition that certain revisions are incorporated into the Manuscript, the District shall be required to incorporate those revisions prior to the Manuscript's submission for publication. LBLP may, at its option, withhold consent if it deems the research contained in the Manuscript to be false or to compromise the integrity of the

services or the Lindamood-Bell® method. LBLP may, at its option, in writing waive its right to review and comment upon any Manuscript.

13. Certification. It is possible that through the implementation of the program for the District, the District may choose to have one or more of its employees certified as LBLP certified instructional leaders during the term of this agreement. The District understands and agrees that LBLP shall have the sole and exclusive right to determine whether or not it wishes to evaluate any or all employees designated by the District as LBLP certified instructional leader candidates. Further, the District recognizes that advanced mentoring is a pre-requisite for LBLP instructional leader certification, but such advanced mentoring is not a guarantee of certification. LBLP certification is competency-based and certification candidates must additionally pass a series of evaluations and reviews. All certification candidates from the District shall meet LBLP's instructional leader certification requirements, as determined solely by LBLP. Certification will require successful completion of all required evaluations and each candidate will be required to execute and deliver a separate instructional leader certification agreement the ("Instructional Leader Agreement"). The Instructional Leader Agreement and LBLP's certification procedures are outlined in Exhibit B of this Agreement. The District acknowledges and agrees that any and all of its employee(s) who may execute the Instructional Leader Agreement shall at all times remain employee(s) of the District and not of LBLP.

13.1 Workshop. As an element of implementing the program for the District, LBLP shall conduct specified workshops (see Schedule 1) for District employees to prepare these employees to teach District students using the LBLP programs. It is recognized and agreed by the District that the receipt of any workshop, mentoring and/or certification of District employees in the LBLP programs shall not entitle the District or any of its employees to provide workshops in any of the LBLP programs to any persons, including other District personnel.

14. Miscellaneous Provisions. The following miscellaneous provisions shall apply to the terms and conditions of this Agreement:

14.1 Pursuit of any one remedy shall not preclude pursuit of any other remedies provided for herein or by law. No waiver of one violation of this Agreement shall be deemed or construed to constitute a waiver of any similar violations subsequently occurring, or any other violations whatsoever.

14.2 This Agreement shall be construed under the laws of Kentucky, and the rights and obligations of each of the parties of this Agreement during the term hereof and upon its termination shall be governed exclusively by Kentucky law. Venue for purposes of any actions brought in connection with or arising out of this Agreement shall be conclusively presumed to be Carroll County, Kentucky.

14.3 This instrument contains all of the understandings and agreement of whatsoever kind and nature existing between the parties hereto with respect to this Agreement, and the rights, interests, understandings, agreements and obligations of the respective parties and their prior oral agreements.

14.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

14.5 The performance of this Agreement by either party is subject to acts of God, war, government regulation, any U.S. State Department travel warning or alert, disaster, weather, civil disorder, curtailment of transportation facilities or other emergencies making it illegal or impossible to provide the event, or in the event either party does not reasonably believe it to be safe to provide the event.

14.6 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.

14.7 Nothing expressed or mentioned in the Agreement is intended or shall be construed to give any person, other than the parties hereto and their respective heirs and successors, any legal or equitable rights, remedy or claim under or in respect to this Agreement, or any provisions herein contained.

14.8 This Agreement may not be amended, altered or modified except by a written instrument signed by each of the parties.

14.9 Each individual executing this Agreement on behalf of a corporation, partnership or other entity represents or warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such entity, and that this Agreement is binding upon such entity in accordance with its terms and in no way stands in contravention of any prior agreement to which such entity is a party. On request, each party shall furnish the other with evidence of authority.

14.10 If any legal proceeding is brought for the enforcement or interpretation of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party in any such action will be entitled to recover its reasonable attorneys' fees and additional legal costs incurred, together with any other relief to which he/it may otherwise be entitled.

14.11 Any controversy or dispute arising between the parties involving the application, construction or interpretation of this Agreement shall be submitted to binding arbitration on the request of either party after fifteen days prior to written notice. The parties shall make a good faith effort to meet and confer prior to submitting any dispute or controversy to arbitration. Any arbitration shall comply with and be governed by the rules and procedures of the American Arbitration Association for commercial disputes. The parties shall utilize a single arbitrator and all arbitration hearings shall be held in a location mutually acceptable to the parties.

IN WITNESS WHEREOF, the parties have made this Agreement as of the date last written below.

“District”

Carroll County School District  
813 Hawkins Street  
Carrollton, KY 41008

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

“LBLP”

Lindamood-Bell Learning Processes  
416 Higuera Street  
San Luis Obispo, CA 93401

By: Nanci Bell

Title: CEO

Sign: \_\_\_\_\_ for Lindamood-Bell Learning Processes

Date: \_\_\_\_\_

## **SCHEDULE 1**

Professional development workshops as follows:

1. One 2-day professional development workshop in the Seeing Stars<sup>®</sup> program tentatively scheduled on June 17 – June 18, 2013 for up to 25 District staff.
2. One 2-day professional development workshop in the Visualizing & Verbalizing<sup>®</sup> program tentatively scheduled on June 19 – June 20, 2013 for up to 25 District staff.
3. One 1-day Introduction to Professional Learning Community Model tentatively scheduled on June 21, 2013 for up to 25 District staff.
4. One 2-day professional development workshop in the Seeing Stars<sup>®</sup> program tentatively scheduled on July 24 – July 25, 2013 for up to 25 District staff.
5. One 2-day professional development workshop in the Visualizing & Verbalizing<sup>®</sup> program tentatively scheduled on July 29 – July 30, 2013 for up to 25 District staff.
6. One 1-day Introduction to Professional Learning Community Model tentatively scheduled on July 31, 2013 for up to 25 District staff.
7. One one-day leadership orientation, to be scheduled within the first week of the initiation of services, that guides principals, administrators, and other District leaders including Board of Education members in the implementation of the LBLP programs in the schools. This orientation will focus on project design, scheduling, solving challenges, and the expectations of teachers and leaders.

Confirmation of workshop dates must be provided four (4) weeks prior to the start of the workshop. The five days of required workshops are to be scheduled consecutively. If this is not possible for District staff, the required workshops may be split into two sessions (one 3-day and one 2-day or two 2-day and one 1-day). These sessions must take place within 30 days of one another.

LBLP requires each workshop participant to receive a course manual. LBLP will provide each participant with a manual.

## **SCHEDULE 2**

On-site services to be provided by LBLP to the District as follows:

1. Consultation—One (1) LBLP project leader will be on-site from July 8, 2013 to April 15, 2014, to mentor staff, pace students through programs, and assist in oversight of classroom and small group instruction.

Project Leader duties will also include:

- Oversight to ensure consistency within school in program implementation
- Administration and oversight of small group instruction components (listed below)
- Communication to District staff, LBLP staff, and the school community concerning operations of the project
- Additional assistance to the site facilitators in mentoring and professional development for District staff
- Evaluation of District staff in terms of program skills and certification requirements

2. One (1) LBLP project leader will be on-site from July 8, 2013 to May 23, 2014, to mentor staff, pace students through programs, and assist in oversight of classroom and small group instruction.

Project Leader duties will also include:

- Oversight to ensure consistency within school in program implementation
- Administration and oversight of small group instruction components (listed below)
- Communication to District staff, LBLP staff, and the school community concerning operations of the project
- Additional assistance to the site facilitators in mentoring and professional development for District staff
- Evaluation of District staff in terms of program skills and certification requirements

### **SCHEDULE 3**

Off-site services to be provided by LBLP to the District as follows:

1. LBLP will analyze assessment data obtained from pre- and re-testing and will submit a summary report to the District following each retesting period.
2. These findings and an explanation of our programs and project design will be presented to the District's School Board (or similar decision-making body) following the three summary reports.
3. To maintain program quality and fidelity, LBLP will communicate in a transparent way with the District Administration and School Board Members. Communication will include:
  - a. Regular written reports with data analyses and recommendations.
  - b. Regular documentation following corporate site visits to summarize findings and communicate recommendations for program refinement.
  - c. School board presentations summarizing the project and data analyses.
4. District staff providing LBLP small group instruction will be given access to the *INFORMS for Schools* database during the term of this agreement. District employees will be responsible for timely and accurate data entry of test score and attendance information.
5. One (1) LBLP Project Leader will conduct six (6) in-service events for certification candidates and other select district staff. Lindamood-Bell offers a web-based meeting module, WebEx<sup>®</sup>.
6. District must meet technical requirements to utilize this service.

Technical Requirements for Off-site Consulting:

- To utilize WebEx<sup>®</sup>, equipment requirements include: a.) a computer with a 2 GHz processor and 2 GB of memory, b.) A webcam, c.) A projector, d.) speakers, e.) microphone, f.) Compatible browsers -- Internet Explorer<sup>®</sup>, Firefox<sup>®</sup>, Chrome<sup>™</sup>, Safari<sup>®</sup> with current Java<sup>®</sup> plugins.

### **SCHEDULE 4**

Community outreach services to be provided by LBLP to the District as follows:

1. LBLP will provide two (2) Tips for Home presentations per site that includes strategies for parents/guardians to use at home with their students (dates to be mutually scheduled)

**SCHEDULE 5**

The total fee to the District is a \$328,500 flat fee for up to 25 workshop participants per event (see Schedule 1); additional participants 26-50: \$200 per additional Visualizing and Verbalizing® program participant, \$200 per additional Seeing Stars® program participant (manuals included). The District will provide payment according to the following schedule:

- June 1, 2013—\$25,000
- July 1, 2013—\$52,000
- August 1, 2013—\$26,500
- September 1, 2013—\$25,500
- October 1, 2013—\$27,500
- November 1, 2013—\$30,000
- December 1, 2013—\$24,000
- January 1, 2014—\$27,500
- February 1, 2014—\$24,500
- March 1, 2014—\$25,500
- April 1, 2014—\$25,000
- May 1, 2014—\$15,500

**SCHEDULE 6**

Materials for instruction and assessments:

1. Instructional Materials: The District shall acquire reasonable amounts of the following by the beginning of scheduled workshop dates. LBLP will make recommendations for materials in addition to the following:

<b>For Small Group Instruction (Remediation)</b>	
<b>Per Instructor</b>	<b>Per Student</b>
V/V® Kit	V/V® Workbook Grades 2-6 sets* (consumable)
V/V® Teacher's Manual (inc in kit)	
See Time Fly Vols 1 & 2*	
Imagine That! Giant Book Grades 2-5	
Imagine That! Grades 2-5	
Seeing Stars® Kit	Decoding Workbooks Set 1-6* (consumable)
Star Words-Second 500 cards (501-1000)	Catch a Star Workbooks Set 1-6* (consumable)
Seeing Stars® Multisyllable Practice Box	
Seeing Stars® Set Reading Practice CD ROM*	
LiPS® Clinical Kit*	
<b>For Classroom Instruction (Grades K-3)</b>	
<b>Per Instructor</b>	
V/V® Kit	
V/V® Workbooks Grades 2-4 sets	
Imagine That! Giant Book Grades 2-5	

Seeing Stars <sup>®</sup> Kit	
Star Words-Second 500 cards (501-1000)	
Decoding Workbook Set 1-5	
Seeing Stars <sup>®</sup> Multisyllable Practice Box	
LiPS <sup>®</sup> Clinical Kit*	
<b>For Classroom Instruction (Grades 3-6)</b>	
<b>Per Instructor</b>	
V/V <sup>®</sup> Kit	
See Time Fly Vols 1 & 2*	
Imagine That! Giant Books Grades 2-5	
V/V <sup>®</sup> Workbooks Grades 2-6 sets*	

*\*For appropriate levels only, 1 kit per school.*

In addition, LBLP may recommend further contextual reading material if it is deemed necessary for more effective implementation of the LBLP programs for instruction.

These materials may be purchased through Gander Educational Publishing at (800) 554-1819 or [www.ganderpublishing.com](http://www.ganderpublishing.com).

2. Testing Materials: Tests should be administered by qualified teachers or other professionals who demonstrate an aptitude to follow standardized testing protocol and can correctly analyze and score student responses. In addition, each school site will acquire sufficient test protocols and forms for Lindamood-Bell's testing battery. Each school site will acquire adequate amounts of the following:

Peabody Picture Vocabulary Test 4, Form A—receptive vocabulary  
Woodcock Reading Mastery Tests Form G (WRMT-R NU “G”), word attack sub-test  
Gray Oral Reading Test-4<sup>th</sup> Edition, Form A

*These materials can be purchased from Pearson Assessments  
1-800-627-7271*

The Lindamood Auditory Conceptualization-3 test (optional)  
The Symbol Imagery Test  
Wide Range Aptitude Test-4<sup>th</sup> Edition—reading and spelling

*These materials can be purchased from Gander Educational Publishing  
1-800-554-1819, or go to [www.ganderpublishing.com](http://www.ganderpublishing.com)*

These materials must be purchased in time for project commencement. If the materials are not on-site at project start, and LBLP provides testing materials, the District will be invoiced for all related costs.

In addition, Lindamood-Bell will provide an adequate amount of test materials at a reduced rate or at no charge for the following:

Detroit Tests of Learning Aptitude-2<sup>nd</sup> Edition—following oral directions sub-test  
*To order these tests please email [support.pdops@lindamoodbell.com](mailto:support.pdops@lindamoodbell.com)*

## **“Exhibit A”**

### **LBLP Program Expectations for Carroll County School District**

The following outlines expectations for LBLP program implementation in Carroll County School District for the 2013-14 school year at Winn Primary School, Carroll County Child Development Center, and Cartmell Elementary. Adherence to these program expectations and the fidelity of the LBLP Model will help ensure instructional quality and allow the district to maximize student achievement under the LBLP Model.

#### **PROFESSIONAL DEVELOPMENT**

- a. All key principals who will be managing and monitoring LBLP instruction will attend the introductory 5-day workshop.
- b. All teachers from participating schools will attend the 5-day workshop.
- c. Participation in a workshop is not intended to be or sufficient interaction to enable the participant to train others in the LBLP programs.
- d. All key district administration and all principals will attend the LBLP Leadership Orientation – (minimum 4 hours).
- e. All candidates for LBLP’s Instructional Leader Certification program will attend all 6 Instructional Leader Certification events, to meet all certification requirements.

#### **ACCOUNTABILITY**

- a. LBLP Project Director will meet monthly with principals from all participating sites and with a designated district administrator (to be designated by the district) to review key indicators for LBLP instruction, including attendance, numbers of students in small-group instruction, number of classrooms implementing LBLP, and the amount of time devoted to LBLP implementation.
- b. Site principals from participating sites will conduct regular classroom visits to fulfill LBLP “Look Fors” and provide timely feedback to teachers based on these observations.
- c. A designated district administrator (to be designated by the district) will serve as the overall District Coordinator of Lindamood-Bell<sup>®</sup> implementation, reporting directly to the Superintendent on all matters concerning Lindamood-Bell.
- d. Key district administration will address environmental and fidelity issues and recommendations with site principals.
- e. LBLP will collaborate with the District administration to draft and submit expectations of LBLP implementation for District leadership and teachers (optional).
- f. LBLP will submit a a mid-year report, an end-of-year report, and a state achievement test report to the District School Board, with data analyses, a summary of key indicators, and recommendations for improving the program fidelity.

#### **LBLP INSTRUCTIONAL EXPECTATIONS AT PARTICIPATING SITES**

##### **LBLP Small-Group Instruction**

- a. Students at risk for reading failure (e.g., students not proficient on the state achievement test, students in Special Education, etc.) will be the priority for participation in LBLP small-group instruction.

- b. To maximize school-wide Adequate Yearly Progress (AYP), schools must provide small-group instruction for a sufficient number of at risk students.
- c. The amount of daily instruction and duration of instruction will be based on individual learning profiles.
- d. Instruction is scheduled for a minimum of 90 minutes daily for middle and high schools and a minimum of 60 minutes daily for elementary schools.
- e. Students will be scheduled to receive a minimum of 100 hours of small-group instruction. Students with less than 50 hours will not be post tested and included in LBLP's accountability reports.
- f. Small, homogeneous groups (maximum of 5).
- g. LBLP battery of tests will be implemented at all participating schools for each student identified for small-group instruction: GORT 4, Woodcock Reading Mastery Test-Revised (WRMT-R), WRAT 4 Reading and Spelling, DTLA-2 Oral Directions, Symbol Imagery, PPVT4 Vocabulary, and Lindamood Auditory Conceptualization test (optional).
- h. Additionally, other assessments used for progress monitoring may be included in the overall analyses and reporting.
- i. Only tests given within the last 3-4 months will be used for scheduling, grouping, and assessment purposes.

#### Lindamood-Bell® Classroom Instruction

- a. All K-2 classroom teachers will provide a minimum 20 minutes of daily, stand-alone instruction in the Visualizing and Verbalizing® program throughout the school year (teachers will document instructional time and tasks in the LBLP Classroom Folder).
- b. All K-2 classroom teachers will provide a minimum 20 minutes of daily, stand-alone instruction in the Seeing Stars® program throughout the school year (teachers will document instructional time and tasks in the LBLP Classroom Folder).
- c. All K-5 classroom teachers will integrate the Seeing Stars® and Visualizing and Verbalizing® program methodology through the curriculum, in all language arts and content area instruction and methodology throughout the curriculum.

#### **ROLE OF LBLP CERTIFIED INSTRUCTIONAL LEADER**

Staff certified by LBLP as instructional leaders are expected to extensively support and monitor the school-wide LBLP implementation.

- a. Certified Instructional Leaders schedules will be adjusted to allow for the following:
  - i. Instructional Leaders will be primarily responsible for lesson planning and pacing for all small group LBLP instruction.
  - ii. Instructional Leaders will monitor instructional quality, provide coaching and support for small group and classroom teachers.
  - iii. Instructional Leaders will review key indicators with LBLP staff.
  - iv. Instructional Leaders will communicate program fidelity issues with principals.
  - v. Instructional Leaders will attend all 6 Instructional Leader Certification events, to meet all certification or recertification requirements.

**‘Exhibit B’**

**LINDAMOOD-BELL® INSTRUCTIONAL LEADER  
CERTIFICATION AGREEMENT**

This Certification Agreement (“Agreement”) is made and effective as of the date last written below, by and between Lindamood-Bell Learning Processes, Inc., a California corporation (“LBLP”) and \_\_\_\_\_ (“Educator”). This Agreement is made with specific reference to the following facts:

**RECITALS**

A. LBLP has its principal place of business in San Luis Obispo, California. LBLP is engaged in the business of educating students, conducting seminars for teachers and educators and training educators in the field of teaching spelling, reading comprehension, oral language comprehension, oral language expression and written language skills. LBLP provides such services to school districts through its Professional Development Division, which utilizes LBLP’s proprietary programs, which include without limitation the: (i) Lindamood Phoneme Sequencing® Program; (ii) Visualizing and Verbalizing® Program; and (iii) Seeing Stars® for Symbol Imagery Program (collectively, the “LBLP Programs”).

B. Educator is employed by the \_\_\_\_\_ (the “District”). This Certification Agreement references the Agreement between LBLP and the District dated \_\_\_\_\_ (“the Agreement”), describing the District’s Professional Learning Community.

C. Educator, through participation in the District’s Professional Learning Community, has received professional development and exhibited proficiency in the application of the LBLP Programs, has met all of the eligibility criteria to become an LBLP certified instructional leader, as set forth in attached Schedule 1, and has been approved by LBLP to become an LBLP certified instructional leader (“LBLP IL”).

D. Educator now desires to become an LBLP IL pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**TERMS AND CONDITIONS**

1. Certification. Upon execution and delivery of this Agreement by the parties, LBLP shall hereby certify Educator as an LBLP IL, qualified to evaluate, interpret, propose, pace and integrate the LBLP Programs in instructional settings.

1.1 LBLP Instructional Leader Certificate. LBLP shall provide Educator with a certificate acknowledging Educator's status as an LBLP IL.

2. Scope of Certification. As an LBLP IL, Educator may be considered the on-site specialist for the LBLP Programs at any Qualified LBLP Site (as defined in Section 5 below) in which Educator is employed, and may provide mentoring, counseling and assistance to individuals who previously received professional development in the LBLP Programs by a certified LBLP Presenter ("LBLP Presenter") through the District's Professional Learning Community.

2.1 Educator not Qualified as Presenter. Notwithstanding the foregoing paragraph, nothing in this Agreement shall be construed as qualifying or authorizing Educator as an LBLP Presenter. Educator's status as an LBLP IL does not qualify or authorize Educator to present the LBLP Programs to other individuals (whether or not they are employees of the District), or to certify any individual as an LBLP Presenter or LBLP IL; provided, however, Educator will be authorized to conduct in-service programs for District employees to provide monitoring, counseling and assistance to individuals who previously received professional development in LBLP Programs by a certified LBLP Presenter.

2.2 No License. Nothing in this Agreement shall be construed to provide Educator a license, express or implied, to utilize all or any portion of the LBLP Programs in a manner inconsistent with this Agreement.

3. Exclusivity. This Agreement is not exclusive. LBLP may, in its sole discretion, certify more than one LBLP IL at any Qualified LBLP Site.

4. Term. The certification granted pursuant to this Agreement shall be for one (1) year, commencing on the date last written below (the "Effective Date"), and terminating twelve (12) months thereafter (the "Term"), unless terminated earlier pursuant to the terms and conditions of this Agreement. The Term may be extended only by the mutual written agreement of the parties.

5. Limitations. Educator is only qualified to perform services as an LBLP IL within the District at District sites where LBLP Programs are implemented regularly, in strict accordance with LBLP quality standards, as the same may be amended from time to time (collectively, a "Qualified LBLP Site"). Educator shall not provide services in connection with the teaching or administering of any of the LBLP Programs outside of a Qualified LBLP Site, pursuant to an existing Professional Learning Community for District.

6. Status as Independent Contractor. It is the intention of the parties that Educator is not an employee, agent, joint venturer, or partner of LBLP. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between LBLP and Educator.

## 7. LBLP Intellectual Property.

7.1 Trademarks. Educator acknowledges that any trademarks, trade names and service marks owned by LBLP (the "Marks"), shall remain the sole property of LBLP and that

Educator shall not do anything that might in any way infringe upon LBLP's rights in the Marks, including but not limited to the use of the Marks to describe, advertise or endorse any service or program conducted by Educator in violation of this Agreement.

7.2 Copyrighted Materials. Educator recognizes and agrees that the LBLP materials used in connection with the LBLP Programs (the "Materials") consist of copyrighted works. Educator shall not do anything in connection with the Materials that might in any way violate copyright laws applicable to the Materials. For example, Educator shall not copy, alter or amend the Materials without the express, prior written consent of LBLP.

7.3 Intellectual Property Indemnification. Educator hereby agrees to defend, indemnify and hold LBLP 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 LBLP in connection with, arising out of or relating to the need for LBLP to protect the Materials and/or Marks as a result of any acts, omissions, statements or representations of Educator.

8. Termination. This Agreement may be terminated at any time by mutual agreement of the parties. LBLP may also terminate this Agreement without notice if it is determined, in LBLP's sole discretion, that Educator has taken any actions which reflect negatively upon LBLP, or in any way constitute a breach of this Agreement by Educator.

9. Assignability. This Agreement and the rights granted by this Agreement to the Educator are personal to the Educator and shall not be assignable by the Educator or by operation of law.

10. Miscellaneous Provisions. The following miscellaneous provisions shall apply to this Agreement:

10.1 Waiver. Pursuit of any one remedy shall not preclude pursuit of any other remedies provided for herein or by law. No waiver of one violation of this Agreement shall be deemed or construed to constitute a waiver of any similar violations subsequently occurring, or any other violations whatsoever.

10.2 Choice of Law; Venue. This Agreement shall be construed under the laws of California, and the rights and obligations of each of the parties of this Agreement during the term hereof and upon its termination shall be governed exclusively by California law. Venue for purposes of any actions brought in connection with or arising out of this Agreement shall be conclusively presumed to be in San Luis Obispo County, California.

10.3 Entire Agreement. This instrument contains all of the understandings and agreement of whatsoever kind and nature existing between the parties hereto with respect to this Agreement, and the rights, interests, understandings, agreements and obligations of the respective parties and their prior oral agreements.

10.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

10.5 Enforceability. 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.

10.6 No Third Party Beneficiaries. Nothing expressed or mentioned in the Agreement is intended or shall be construed to give any person, other than the parties hereto and their respective heirs and successors, any legal or equitable rights, remedy or claim under or in respect to this Agreement, or any provisions herein contained.

10.7 Amendments. This Agreement may not be amended, altered or modified except by a written instrument signed by each of the parties.

10.8 Attorneys' Fees. If any legal proceeding is brought for the enforcement or interpretation of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party in any such action will be entitled to recover its reasonable attorneys' fees and additional legal costs incurred, together with any other relief to which he/it may otherwise be entitled.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have made this Agreement as of the date last written below: "Educator"

Name: \_\_\_\_\_ "SAMPLE" \_\_\_\_\_

Address \_\_\_\_\_ "SAMPLE" \_\_\_\_\_

\_\_\_\_\_ "SAMPLE" \_\_\_\_\_

Signed: \_\_\_\_\_ "SAMPLE" \_\_\_\_\_

Dated: \_\_\_\_\_ "SAMPLE" \_\_\_\_\_

"LBLP"  
Lindamood-Bell Learning Processes  
416 Higuera Street  
San Luis Obispo, CA 93401

By: Nanci Bell, CEO

Signed \_\_\_\_\_ "SAMPLE" \_\_\_\_\_

Dated: \_\_\_\_\_ "SAMPLE" \_\_\_\_\_

## SCHEDULE 1



**LINDAMOOD-BELL**  
*Learning Processes*

### **Criteria for Lindamood-Bell® School Partnerships Certification**

This document presents the criteria used by Lindamood-Bell Learning Processes in the evaluation of Certified Instructional Leader candidates. Certification is available to candidates under a Lindamood-Bell® School Partnerships contract. This evaluation reflects the observed performance and written assessments of the named candidate on the date(s) listed. The results are confidential and remain the exclusive property of Lindamood-Bell Learning Processes.

#### **Certification Scoring Rubric**

The following is the rubric used when evaluating a candidate for Certification. Candidates are evaluated in the following areas: *instruction* (program skills), *assessments* (test administration/interpretation), *pacing and interaction* and *CPEs* (Certification Program Events).

#### **Certification**

A candidate must first meet minimum scores on Parts One, Two, Three and Four of the Certification rubric to be certified. A candidate will be evaluated *a minimum of two times on Part One* to be considered for certification. The rubric will be scored with the following criteria:

- A=Always
- M=Most of the time
- S=Sometimes
- N=Never

For certification, a candidate can have no scores of N (Never).

List dates that the candidate was observed:

_____	_____
_____	_____
_____	_____
_____	_____

# Certified Instructional Leader Criteria

Certification Candidate: \_\_\_\_\_

**KEY:**  
**A=Always**  
**M=Most of the time**  
**S=Sometimes**  
**N=Never**

## Part One – Instruction

### Decoding: Seeing Stars<sup>®</sup> and LiPS<sup>®</sup> Programs

	1	2	3	4
1) The Setting of Climate (Seeing Stars <sup>®</sup> and LiPS <sup>®</sup> )				
a) Basic what and why is communicated to students				
b) Re-visits climate when/if necessary				
2) Sound & Symbol Relationships				
a) Follows procedure for introducing consonants and vowels with letter cards				
b) Demonstrates reviewing both receptively and expressively				
c) Follows air-writing procedure				
d) Follows procedure for introducing consonants brother pairs/cousins				
e) Demonstrates at least 3 ways to practice cons. brother pairs/cousins				
f) Follows procedure for introducing vowel circle				
g) Demonstrates at least 3 ways to practice vowels with vowel circle				
3) Basic 4 Expectancies & Borrowers				
a) Follows procedure for discovery/introduction				
b) Demonstrates ways to practice expectancies				
4) Syllable Cards				
a) Introduction of task is clear				
b) Follows air-writing procedure				
c) Uses symbol imagery exercises appropriately				
5) Syllable Board/Air Writing/Imaging				
a) Introduction of tasks				
b) Follows procedures				
c) Uses symbol imagery exercises				
d) Uses chains at appropriate times; can create chains on the spot				
e) Transitions to air writing/syllable imaging, when appropriate				
f) Word choice is appropriate				

**Decoding – continued**

6) Single Syllable Decoding

- |   |  |  |  |  |
|---|--|--|--|--|
| a) Appropriate use of decoding lists/workbooks    |  |  |  |  |
| b) Appropriate use of tiles with LiPS® students   |  |  |  |  |
| c) Uses syllable cards for decoding appropriately |  |  |  |  |
| d) Uses symbol imagery exercises                  |  |  |  |  |

7) Tracking (one syllable) with LiPS® Program

- |  |  |  |  |  |
|--|--|--|--|--|
| a) Introduction of tracking and procedure is clear     |  |  |  |  |
| b) Follows tracking with mouth-form pictures procedure |  |  |  |  |
| c) Follows process for Color Encoding (blocks)         |  |  |  |  |
| d) Creates suitable patterns (chains) for tracking     |  |  |  |  |
| e) Integrates symbol imagery                           |  |  |  |  |

8) Multi-Syllable Imagery and Decoding

- |   |  |  |  |  |
|---|--|--|--|--|
| a) Introduces multi-syllable concept using Decoding Workbook 5                  |  |  |  |  |
| b) Follows procedure for introduction and use of affixes                        |  |  |  |  |
| c) Uses multi-syllable syllable board/syllable cards appropriately              |  |  |  |  |
| d) Follows procedure for identifying accent, flexing accent, schwa              |  |  |  |  |
| e) Uses Workbook 5 to introduce breaking rules and refers to them appropriately |  |  |  |  |
| f) Appropriate decoding practice (multi-syllable)                               |  |  |  |  |
| g) Uses symbol imagery exercises  |  |  |  |  |

9) Tracking at Multi-Syllable Level (MSCE) with LiPS® Program

- |  |  |  |  |  |
|--|--|--|--|--|
| a) Introduction to multi-syllable tracking (w/blocks and felts) is clear |  |  |  |  |
| b) Follows procedure for 2 syllable tracking                             |  |  |  |  |
| c) Follows procedure for 3 syllable tracking                             |  |  |  |  |
| d) Follows procedure for 4 syllable tracking                             |  |  |  |  |
| e) Creates appropriate multi-syllable patterns (chains) for tracking     |  |  |  |  |
| f) Integrates symbol imagery   |  |  |  |  |

10) Sight Words

- |  |  |  |  |  |
|--|--|--|--|--|
| a) Sight Word Box process-categorizes appropriately              |  |  |  |  |
| b) Demonstrates at least 3 ways to practice sight words          |  |  |  |  |
| c) Appropriate selection of sight words                          |  |  |  |  |
| d) Uses symbol imagery exercises                                 |  |  |  |  |
| e) Checks for vocabulary (imagery, meaning, usage) appropriately |  |  |  |  |

11) Spelling/Encoding

- |   |  |  |  |  |
|---|--|--|--|--|
| a) Uses proper procedure on Visual Spelling Chart (VSC)             |  |  |  |  |
| b) Uses symbol imagery exercises                                    |  |  |  |  |
| c) Word choice for encoding in workbooks or on paper is appropriate |  |  |  |  |

**Decoding – continued**

12) Contextual Reading

- a) Selection of appropriately leveled material

--	--	--	--

13) Error-handling for Seeing Stars® and LiPS®

**\*\*Make sure to look at all specific tasks like airwriting, decoding, sight words, CE, and RIC.**

- a) Notes the student’s response  
 b) Finds a spot in student’s response from which to positively engage him/her  
 c) Questions to help student analyze his/her response  
 d) Questions to help student compare his/her response to the stimulus  
 e) Appropriately error-handles by questioning to imagery/articulation as needed  
 f) Error-handling is fluid/seamless


14) Use of sensory language for Seeing Stars® and LiPS®

- a) Uses “picture”/”see” appropriately when questioning in Seeing Stars®  
 b) Uses “feel” language appropriately when questioning in LiPS®  
 c) Uses “picture”/”see” consistently when questioning in Seeing Stars®  
 d) Uses “feel” language consistently when questioning in LiPS®


**Decoding – Totals**

Add up all letters and indicate total below:

Total # of Ns: \_\_\_\_\_ Total # of Ss: \_\_\_\_\_ Total # of Ms: \_\_\_\_\_ Total # of As: \_\_\_\_\_  
 N=0 points \_\_\_\_\_ S=1 point \_\_\_\_\_ M=2 points \_\_\_\_\_ A=3 points \_\_\_\_\_

Total: \_\_\_\_\_/183

**\*\*For certification, candidate must have minimum score of 156, with no scores of N.**

**KEY:**  
**A=Always**  
**M=Most of the time**  
**S=Sometimes**  
**N=Never**

## Comprehension: Visualizing & Verbalizing® Program

### 1) Setting the Climate

- |  |  |  |  |  |
|--|--|--|--|--|
| a) Basic what and why                  |  |  |  |  |
| b) Re-visits climate when/if necessary |  |  |  |  |

### 2) Picture to Picture

- |  |  |  |  |  |
|--|--|--|--|--|
| a) Follows procedure for introducing task to students        |  |  |  |  |
| b) Appropriate picture selection                             |  |  |  |  |
| c) Follows procedure for introduction/use of structure words |  |  |  |  |
| d) Follows procedure for Picture to Picture                  |  |  |  |  |
| e) Questions to relevant imagery (gestalt)                   |  |  |  |  |
| f) Effectively re-directs students to the gestalt, as needed |  |  |  |  |

### 3) Word Imaging

- |   |  |  |  |  |
|---|--|--|--|--|
| a) Follows procedure for introducing task to students       |  |  |  |  |
| b) Uses Personal noun vs. known noun appropriately          |  |  |  |  |
| c) Uses Word to Pic to Imagery/Object imagery appropriately |  |  |  |  |
| d) Follows procedure for Word Imaging                       |  |  |  |  |
| e) Questions to imagery (gestalt)                           |  |  |  |  |

### 4) Single Sentence (optional step in Visualizing & Verbalizing®)

- |   |  |  |  |  |
|---|--|--|--|--|
| a) Follows procedure for introducing task to students |  |  |  |  |
| b) Follows procedure for Sentence Imaging             |  |  |  |  |
| c) Appropriate use of Single Sentence Imaging         |  |  |  |  |
| d) Appropriate use of Phrase Imaging                  |  |  |  |  |
| e) Questions to imagery (gestalt)                     |  |  |  |  |

### 5) Sentence by Sentence

- |  |  |  |  |  |
|--|--|--|--|--|
| a) Follows procedure for introducing task to students          |  |  |  |  |
| b) Follows procedure for Sentence by Sentence                  |  |  |  |  |
| c) Appropriate selection of material (level and content)       |  |  |  |  |
| d) Questions to relevant imagery (gestalt)                     |  |  |  |  |
| e) Asks and identifies appropriate main idea and HOT questions |  |  |  |  |

**Comprehension – continued**

6) Multi-Sentence by Multi-Sentence

a) Follows procedure for Multi-Sentence by Multi-Sentence				
b) Appropriate selection of material (level and content)				
c) Questions to relevant imagery (gestalt)				
d) Asks and identifies appropriate main idea and HOT questions				

7) Whole Paragraph

a) Follows procedure for Whole Paragraph				
b) Appropriate selection of material (level and content)				
c) Questions to relevant imagery (gestalt)				
d) Asks and identifies appropriate main idea and HOT questions				

8) Paragraph by Paragraph

a) Follows procedure for Paragraph by Paragraph				
b) Appropriate selection of material (level and content)				
c) Questions to relevant imagery (gestalt)				
d) Asks and identifies appropriate main idea and HOT questions				

9) Page Imaging

a) Follows procedure for Page Imaging				
b) Appropriate selection of material (level and content)				
c) Questions to relevant imagery (gestalt)				
d) Asks and identifies appropriate main idea and HOT questions				

10) Vocabulary Development

a) Selection of vocabulary words is appropriate				
b) Questions to relevant imagery				
c) Appropriate use of vocabulary cards (or sheet) and practice				

11) Application to Content Material

a) Follows overall process				
b) Appropriate selection of material (level and content)				
c) Questions to relevant imagery				

12) Application to Writing

a) Appropriate use of Outlines/Graphic organizers				
b) Follows procedure for written summaries/written response to HOT				
c) Applies Concept Imagery to Expository/Narrative Writing				
d) Follows procedure for writing from notes				

**Comprehension – continued**

13) Application to Study Skills

- a) Follows process for note-taking (chapter noting/lecture noting)
- b) Follows process for studying from notes
- c) Application of imaging process with a time line


14) Application to Test Taking (can demonstrate procedure)

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15) Error Handling for Visualizing and Verbalizing®

**\*\*Make sure to look at specific tasks like PicxPic, SxS, MSxMS, Whole Para, HOT.**

- a) Notes the student’s response
- b) Finds a spot in student’s response from which to positively engage him/her
- c) Questions to help student analyze his/her response
- d) Questions to help student compare his/her response to the stimulus
- e) Error-handles an erroneous image appropriately
- f) Error-handles picture summary appropriately
- g) Effectively error-handles when a student verbalizes an erroneous detail during the word summary
- h) Effectively error-handles when the main idea is too broad, too narrow or not to the gestalt
- i) Effectively error-handles HOT responses


16) Use of sensory language for Visualizing and Verbalizing®

- a) Uses “picture”/”see” appropriately
- b) Uses “picture”/”see” consistently


**Comprehension – Totals**

Add up all letters and indicate total below:

Total # of Ns: \_\_\_\_\_ Total # of Ss: \_\_\_\_\_ Total # of Ms: \_\_\_\_\_ Total # of As: \_\_\_\_\_  
 N=0 points \_\_\_\_\_ S=1 point \_\_\_\_\_ M=2 points \_\_\_\_\_ A=3 points \_\_\_\_\_

Total: \_\_\_\_\_/192

**\*\*For certification, candidate must have minimum score of 163, with no scores of N.**



Certification Candidate: \_\_\_\_\_

**KEY:**  
A=Always  
M=Most of the time  
S=Sometimes  
N=Never

## Part Two – Diagnostic Assessments & Progress Monitoring

### **Administration & Interpretation of Summative Assessments**

1) Peabody Picture Vocabulary Test-III/4				
a) Follows test administration procedures				
b) Accurate scoring				
2) Detroit Tests of Learning Aptitude 2 - Oral Directions subtest				
a) Follows test administration procedures				
b) Accurate scoring				
3) Woodcock Reading Mastery Tests-Revised NU - Word Attack subtest				
a) Follows test administration procedures				
b) Accurate scoring				
4) Wide Range Achievement Tests 3/4 - Reading subtest				
a) Follows test administration procedures				
b) Accurate scoring				
5) Wide Range Achievement Tests 3/4 - Spelling subtest				
a) Follows test administration procedures				
b) Accurate scoring				
6) Gray Oral Reading Test - 4				
a) Follows test administration procedures				
b) Accurate scoring				
7) Lindamood Auditory Conceptualization Test-3				
a) Follows test administration procedures				
b) Accurate scoring				
8) Symbol Imagery Test				
a) Follows test administration procedures				
b) Accurate scoring				

**Administration & Interpretation of Summative Tests – continued**

- 9) Percentiles, standard scores, grade equivalents, and age equivalents (mental age)  
 a) Exhibits understanding of normal range/strength/weakness 

--	--	--	--
- 10) Correctly associates various assessments to the applicable sensory-cognitive processes (Venn Diagram) 

--	--	--	--
- 11) Evaluating tests  
 a) Correctly determines program(s) for instruction 

--	--	--	--

  
 b) Correctly recommends hours of instruction 

--	--	--	--
- 12) Appropriately groups students based on testing profiles 

--	--	--	--

**Interpretation of Formative Assessments**

- 1) Utilizes and accurately interprets instruction records 

--	--	--	--
- 2) Accurately interprets district benchmarks/progress monitoring in the Venn Diagram 

--	--	--	--
- 3) Accurately interprets district benchmarks/progress monitoring in Cascade of Reading 

--	--	--	--
- 4) Accurately evaluates response to intervention within Tier 1 instruction 

--	--	--	--

**Administration and Interpretation of Tests – Totals**

Add up all letters and indicate total below:

Total # of Ns: \_\_\_\_\_ Total # of Ss: \_\_\_\_\_ Total # of Ms: \_\_\_\_\_ Total # of As: \_\_\_\_\_  
 N=0 points \_\_\_\_\_ S=1 point \_\_\_\_\_ M=2 points \_\_\_\_\_ A=3 points \_\_\_\_\_

Total: \_\_\_\_\_/75

**\*\*For certification, candidate must have minimum score of 64, with no scores of N.**

**ones.**



Certification Candidate: \_\_\_\_\_

**KEY:**  
**A=Always**  
**M=Most of the time**  
**S=Sometimes**  
**N=Never**

## Part Three – Pacing and Interaction

### General Pacing, Concepts (Gestalt) and Behavior Management

1) Responds to the response throughout all steps of all programs				
2) Questions rather than lectures (Socratic Method)				
3) Reviews test scores with each visit for accurate pacing and grouping				
4) Adjusts instruction and groups based on progress monitoring data				
5) Indicates appropriate instruction times on lesson plans (for all steps)				
6) Appropriate pace within sessions (little or no dead time)				
7) Keeps consistent /informative instructional records				
8) Keeps accurate attendance records				
9) Keeps students progressing through programs (overall pacing)				
10) Appropriate time between updates with parents/teachers				
11) Appropriate duration of observation of teachers				
12) Follows 80% general guideline for pacing				
13) Provides students with consistent positive verbal reinforcement				
14) Guides students to self-correction, independence				
15) Creates & modifies behavior plans as needed				
16) Integrates behavior mods (stones, MLM, etc.)				
17) Engages students with program tasks consistently				
18) Supports staff to complete goals and deadlines				
19) Communicates student progress to parents/teachers				
20) Provides periodic individual support and feedback to teachers				
21) Oversees tracking of statistical data				

### LiPS<sup>®</sup> and Seeing Stars<sup>®</sup> Program Pacing

1) Overlaps steps of program(s) appropriately				
2) Uses nonsense vs. real words appropriately				
3) Appropriate pacing from simple to complex syllables				
4) Utilizes articulatory feedback and/or imagery when appropriate				
5) Starts new steps (and levels) as soon as appropriate (paces quickly)				
6) Overlaps to multi-syllable at the appropriate time				
7) Adds sight word box at the appropriate time				
8) Adds contextual reading at the appropriate time				
9) Provides clear and complete lesson plans				
10) Updates lesson plans frequently (as needed)				
11) Able to problem-solve student difficulties with programs				
12) Overall, understands the goals and gestalt of LiPS <sup>®</sup>				
13) Overall, understands the goals and gestalt of Seeing Stars <sup>®</sup>				

## Visualizing & Verbalizing® Program Pacing

1) Overlaps steps of program				
2) Starts various steps at the appropriate level				
3) Selects appropriate materials (content level) per student				
4) Questions to imagery/gestalt				
5) Questions are relevant and not belabored				
6) Good HOT questioning				
7) Begins summary writing when appropriate				
8) Includes application to content areas when appropriate				
9) Begins study skills when appropriate				
10) Starts new steps (and levels) as soon as appropriate (paces quickly)				
11) Provides clear and complete lesson plans				
12) Updates lesson plans frequently (as needed)				
13) Able to problem-solve student difficulties with program				
14) Understands the goals and gestalt of Visualizing & Verbalizing®				

### Pacing and Interaction – Totals

Add up all letters and indicate total below:

Total # of Ns: \_\_\_\_\_ Total # of Ss: \_\_\_\_\_ Total # of Ms: \_\_\_\_\_ Total # of As: \_\_\_\_\_  
 N=0 points \_\_\_\_\_ S=1 point \_\_\_\_\_ M=2 points \_\_\_\_\_ A=3 points \_\_\_\_\_

Total: \_\_\_\_\_/144

**\*\*For certification, candidate must have minimum score of 122, with no scores of N.**

**\*\*For certification, candidate must have minimum score of 122, with no scores of 0.**



Certification Candidate: \_\_\_\_\_

**KEY:**  
**A=Always**  
**M=Most of the time**  
**S=Sometimes**  
**N=Never**

## Part Four – Certification Program Events (CPE)

1) LiPS® CPE (8hrs)

a) Active participant in LiPS CPE

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2) Assessment & Diagnosis CPE (3 hours)

a) Participates in Assessment & Diagnosis CPE

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b) Accurate diagnosing of profiles on Diagnosis Test

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c) Accurate grouping of profiles on Grouping Test

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3) Pacing CPE (8 hrs)

a) Participates in the Pacing CPE

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b) Accurate 1<sup>st</sup> day V/V® group lesson plan with the initial activity

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c) Active participant in the session analysis with 1:1 sessions

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d) Active participant in the session analysis with the group sessions

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e) Accurate lesson plan for Pueblo classroom test

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f) Accurate session analysis for Pueblo classroom test

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4) Instructional Leadership CPE (2-3 hours)

a) Participates in Instructional Leadership CPE

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### Certification Program Events – Totals

Add up all letters and indicate total below:

Total # of Ns: \_\_\_\_ Total # of Ss: \_\_\_\_ Total # of Ms: \_\_\_\_ Total # of As: \_\_\_\_  
 N=0 points \_\_\_\_ S=1 point \_\_\_\_ M=2 points \_\_\_\_ A=3 points \_\_\_\_

Total: \_\_\_\_\_/33

**\*\*For certification, candidate must have minimum score of 28, with no scores of N.**

**Part Four – CPEs**

**Total score for Part Four: \_\_\_\_\_**

**Certification – Yes / No (minimum score of 28)**

**Part Four – Comments/Observations:**



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## Final Evaluation Summary

Candidate Name: \_\_\_\_\_

Date Evaluation Completed: \_\_\_\_\_

Lindamood-Bell® Evaluator: \_\_\_\_\_

Project/School Location: \_\_\_\_\_

### Summary of Candidate's Results

Part One, Total Score: \_\_\_\_\_ (minimum required is 318)

Part Two, Total Score: \_\_\_\_\_ (minimum required is 64)

Part Three, Total Score: \_\_\_\_\_ (minimum required is 122)

Part Four, Total Score: \_\_\_\_\_ (minimum required is 28)

Grand Total Score: \_\_\_\_\_ (minimum required is 532)\*

\*For certification, there can be no scores of N (0).

Recommended for Certification:      Yes    No    (circle one)

Please note any particular areas of strength:

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Please note any areas for continued refinement:

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