

District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/ 794-2221

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
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May 18, 2010

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Be There Campaign Agreement
Voss & Associates, Inc.

The Communications, Government Relations and Leadership Development Department is requesting approval of the attached agreement with Voss & Associates, Inc. to provide a public relations initiative that encourages parents to make a difference in the lives of their children. Please reference the attached memo from Mr. Jeff Morgenstein, Supervisor of Communications, Government Relations and Leadership Development, for further information regarding this agreement. The agreement has been reviewed by Ms. Nancy Alfonso, School Board Attorney.

At this time, we respectfully request your approval to enter into the agreement with the above-referenced company. The program services are outlined in the agreement and are attached for your perusal. This agreement will commence upon Board approval and expire on May 17, 2011.

Should you have any questions regarding this matter, please contact Mr. Jeff Morgenstein or me at your earliest convenience.

KDG/acf

Attachments

Date/Time: May 12, 2010 11:06:00



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/ 794-2000

Heather Fiorentino, Superintendent

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Communications, Government Relations
and Leadership Development
Jeff A. Morgenstein, Supervisor
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Memo: COMM 10-002

DATE: May 10, 2010

TO: Kendra Goodman, Director of Purchasing

FROM: Jeff Morgenstein, Supervisor, Communications, Government Relations
and Leadership Development
Dr. John Mann, Director, Communications, Government Relations and
Leadership Development

SUBJECT: *Be There* Campaign Agreement

In its 2008-2013 Strategic Plan, *Living the Vision*, the District School Board of Pasco County emphasizes the importance of family involvement in the social and academic success of students. *Be There* is a public relations initiative that encourages parents to make a difference in the lives of children. The concept is simple: "Make the ordinary extraordinary." Using flyers and posters, parents are encouraged to put aside daily distractions and engage with their children during moments such as car rides, dinner preparation, cleaning the garage or working in the yard.

All master copies of materials are produced by David Voss and Associates of Sarasota and are provided in camera-ready format at no cost. Items selected by the District will bear the Pasco logo and name and will be distributed to those schools that volunteer to participate in the initiative.

Approval of the *Be There* campaign agreement will permit schools to elect to implement a *Be There* initiative among their families and students as a means of promoting family involvement.

received
03/01/10



Campaign Agreement

This CAMPAIGN AGREEMENT (the "Agreement") is entered into by and between the District (the "Participant") and David R. Voss & Associates, Inc., a Florida corporation d/b/a Voss & Associates (the "Producer"), as of the date set forth below. Participant and Producer agree as follows:

1. **Campaign Background; Participant Goals.** Be There™ is a research-based multi-media campaign (the "Campaign") designed to inspire parents and families to become more involved in their children's education. Producer is the exclusive creator, producer and distributor of the Campaign.
2. **Participant Goals.** Participant understands the importance of the parent's role in children's education, and seeks family involvement in constructive ways for the purpose of improving student achievement.
3. **Campaign Production and Implementation.** Producer shall create and produce all Campaign materials, and shall assist with customizing the Campaign materials for Participant at no charge to Participant. Campaign materials shall include all print and digital writing, original photography, logos, creative designs and video available from Producer and access to and from the Be There web site ("Campaign Materials"). A navigable Campaign DVD shall be made available with a series of short stories.
4. **Participant Obligations.** Participant shall be responsible for the printing of all localized print-based Campaign Materials, duplication of all DVD-based Campaign Materials, and shall ensure the distribution of all Campaign Materials. Participant shall prominently display Campaign posters in all schools and may distribute a campaign "invitation" to each student for the purpose of taking home to share with their families, or find a mutually-agreeable substitute for the "invitation," such as a widely distributed advertisement or direct mail piece. The Campaign DVD shall be distributed to the families of all students or the Participant may choose to broadcast the DVD on local stations or their own educational station rather than or in addition to distributing to all parents. Districts may use their own funds or seek sponsors for printing and duplication of localized materials. Participants also agree to encourage schools and parent/community organizations to purchase Campaign specialty items, either as fund-raisers or as giveaway items. However, there is no obligation to meet certain financial requirements.
5. **No Exchange of Funds.** No exchange of funds shall occur between Participant and Producer. The DVD included in the Campaign Materials will identify and recognize a sponsor for the campaign, and may include an insert in the DVD case. The Participant shall have the opportunity to review the sponsorship message prior to distribution for the purpose of raising any concerns about inappropriate content, which will then be negotiated with the Producer to reach mutual agreement. If no agreement can be reached, the Participant is under no obligation to distribute what it considers to be inappropriate materials.
6. **License Grant.** Producer hereby grants to Participant license to reproduce the Campaign Materials, including the logo, photography, creative designs and Campaign DVDs. Participant may not alter or change the Campaign logo design in any way without the prior express written permission of Producer, and shall consult with the Producer on other changes.
7. **Media Support.** Participant shall contact local media for coverage of the launch and ongoing events as well as seeking media partnerships for Public Service Announcements and other forms of support. Producer shall provide assistance planning the launch event and in obtaining, and/or negotiating partnerships with media outlets.

CONTRACT REVIEWED AND
APPROVED AS AMENDED:

Katy Blilio

- 8. **Limitation of Rights.** No right or title whatsoever in the Campaign, Campaign Materials or other intellectual property of Producer relating to the Campaign is granted by Producer to Participant or shall be taken or assumed by Participant except as is specifically set forth in this Campaign Agreement.
- 9. **Compliance with Laws.** Each party hereto shall comply with all applicable federal, state and local laws, regulations and ordinances.
- 10. **No Partnership.** Nothing in this Agreement shall be deemed to create an agency, partnership, joint venture or employer/employee relationship between Participant and Producer.
- 11. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of any provision of this Campaign Agreement.
- 12. **Termination.** This Agreement shall be in force for a period of ^{one year} ~~two~~ years from the date of signatures. Participant agrees to implement the campaign for a minimum of ^{one} ~~two~~ school years. In the event of an alleged breach of the contract terms, the Participant or ~~Producer~~ ^{the other Party} may terminate this Agreement upon ~~sixty (60)~~ ³⁰ days written notice to the other party, as long as all obligations are adhered to during that ~~60~~ ³⁰ day period.
- 13. **Modifications.** This Agreement may be amended or modified only in writing agreed to by both parties.
- 14. **Authority.** Each Party hereto represents that it has the authority to enter into and perform all of the obligations set forth in this Agreement.

WJ
thru
WJ

WJ
with anli
renewal
by mutual
agreement
of both
parties
WJ

PRODUCER: VOSS & ASSOCIATES
 SIGNATURE: *David R. Voss*
 BY: DAVID R. VOSS
 TITLE: PRESIDENT
 DATE: 3/1/10

PARTICIPANT: _____
 SIGNATURE: _____
 BY: _____
 TITLE: _____
 DATE: _____

Kendra Goodman
 Signature Date 3/1/10
 Kendra Goodman, Purchasing Agent
 District School Board of Pasco County

*Note: The only sponsors that can be used for this contract are: Bank of America Charitable Foundation and iLearn. Should there be an occasion in the future that an additional sponsor is used, the District must receive prior notification to ensure the District is not in breach of an existing contract.

WJ
3/1/10

