



180007

6/29/17

**AGREEMENT / CONTRACT REVIEW FORM**BOARD MEETING DATE: 6/29/17  
APPROVAL IS REQUIRED DO NOT PLACE  
ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 4-4-17

Contact Name (Person Overseeing the Contract): Schofield / Baker Telephone Number: 529-4850

School/Department Submitting Contract: STEM / Military Family Support

Vendor Name: Safe & Civil Schools

Contract Title: Foundations

Contract Type: New ☐ Renewal ☐ Amendment ☐ Extension ☒

Date Original Contract Approved: Prior Year's Pricing: \$12,000

Contract Term: September 6 + 7 + March 26-27 Renewal Option(s): \$12,000

Contract Cost: \$12,000 Payment Schedule (Are the payments made monthly, when task is finished, etc):

Funding Source: DODEA Grants

Strategic Plan Tie-in Explanation: Foundations supports the development of routines & rituals, behavior management & supports the development of social/emotional supports.

Background/Discussion/Research/Alternatives: This is an on-going and systemic implementation in schools impacted by DODEA funding.

**CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED**

If more space is needed, please attach Word document.

- ☒ Completed Contract Review Form
- ☒ Original Contract and all Terms & Conditions that apply with the Contract
- ☒ SIGNED SBCC Addendum A \*

\*This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporate into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.)

- ☒ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County as Additional Insured and as Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum [If exempt from Workers' Compensation Insurance they must sign a SBCC Release and Hold Harmless form if they are not exempt; they must provide Workers' Compensation COI.]

RECEIVED

APR 05 2017

**Approvals****Comments****PURCHASING**

Superintendent:	Approved	Denied	
Review Date:			
District Attorney:	Approved	Denied	
Review Date: 4/24/17			
Information & Technology:	Approved	Denied	
Review Date: 4/24			
Finance:	Approved	Denied	
Review Date: 4/24			
Insurance Certificate:	Approved	Denied	
Review Date: 4/19/17			
Purchasing:	Approved	Denied	
Review Date: 4/13/17			

Dept. make Sure Current COI is always on File (3/2018 training will Need New COI)



## AGREEMENT TO PROVIDE SERVICES

Agreement between: **Teaching Strategies, Inc.**  
**dba: Safe & Civil Schools ("Company")**  
PO Box 50550 (541) 345-1442  
Eugene OR 97405 FAX (541) 345-6431  
93-0905279

Tax I.D. Number:  
Contact person: **Kimberly Irving, Professional Services Coordinator**

Contracting Agency: **The School Board of Clay County ("District")**  
900 Walnut St  
Green Cove Springs, FL 32043

Contact person: **Tina Baker, Military Student Support Specialist**

Job #: 2512  
Title of Session: Foundations Schoolwide Behavior Management Training  
Presenter: **Susan Isaacs**  
Dates: September 6-7, 2017  
March 26-27, 2018

Fees: \$12,000.00 (4 days @ \$3000 each) *plus travel expenses\**  
*\*Travel expenses in accordance with the School Board of Clay County policy.*

### **The Company and the District, for the consideration set forth below, agree as follows:**

1. The District agrees to pay the Company \$12,000 in fees for the presentations listed above. In addition, the District will reimburse all travel expenses incurred by Susan Isaacs for the presentations. An invoice with receipts will be provided at the conclusion of each presentation.
2. Videotaping of sessions is not allowed without prior written permission.
3. It is the responsibility of the District to reproduce handouts.
4. Airfare, lodging, car rentals, etc., will not be booked until contract is signed by District. Delay in signing contract may increase costs of these items, therefore, please sign and return promptly.
5. Any non-refundable expenses due to circumstances outside of Safe & Civil Schools' control, including, but not limited to, inclement weather or airline delays will be billed to the District.
6. Materials are offered at a discount from **Pacific Northwest Publishing**, in conjunction with consultations only. Please phone our office for details.

ADDENDUM A

Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat., or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines, punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

The venue for litigation of disputes shall only be in the State of Florida and venue shall be in state courts located in Clay County, Florida.

Employees of Vendor shall, at their own expense, submit to and pass a fingerprint based background check as required by F.S. 1012.465 prior to having any direct contact with students in furtherance of this agreement or entering upon school grounds when students are present. In the alternative, School may, in accordance with F.S. 1012.468, exempt Vendors employees from this requirement only if Vendors employees are, at all times, under the direct line of sight supervision of a School employee who has submitted to and passed a level 2 background check. Vendor may satisfy the requirement for a background check by supplying School proof that Vendor employees have passed such a screening for another school district and that said background check is still valid.

Charter Bus Companies shall only provide drivers who have completed the above process. Charter Bus Companies shall provide drivers names to school at least two (2) working days prior to scheduled date of service for verification that the driver has passed a fingerprint background check and is on the School Board's approved listing.

Vendor must provide a Certificate of Insurance. Certificate of Insurance must have an A- or better rating and carry General Liability and Workers' Compensation. Certificate of Insurance must make the School Board of Clay County an additionally insured as well as the Certificate Holder.

In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.

\_\_\_\_\_  
Authorized Signature  
Vendor Name

4/12/17  
\_\_\_\_\_  
Date

**Safe & Civil Schools Rescheduling – Cancellation Policy for dates scheduled between September 1st and July 14th:** The District hereby agrees to the following rescheduling and cancellation terms. This policy applies to all training dates outlined by the contract.

- If training is rescheduled or cancelled by the District more than three months (91 calendar days) from the start date of training, no charges will be incurred by the District.
- If training is rescheduled by the District between three months and one month (90 to 31 calendar days) from the start date of the training, any non-refundable travel expenses and change fees would be the responsibility of the District.
- If training is cancelled by the District between three months and one month (90 to 31 calendar days) from the start date of the training, 50% of the training fee plus any non-refundable travel expenses and change fees would be the responsibility of the District.
- If the training is rescheduled or cancelled by the District with less than one month (30 calendar days) from the start date of the training, 100% of the training fee plus any non-refundable travel expenses and change fees would be the responsibility of the District.

**Safe & Civil Schools Rescheduling – Cancellation Policy for dates scheduled between July 15<sup>th</sup> and August 31st:** The District hereby agrees to the following rescheduling and cancellation terms. This policy applies to all training dates outlined by the contract.

- If training is rescheduled by the District before April 15<sup>th</sup> then any non-refundable travel expenses and/or change fees would be the responsibility of the District.
- If training is cancelled by the District before April 15<sup>th</sup> then 50% of the training fee plus any non-refundable travel expenses and/or change fees would be the responsibility of the District.
- If training is rescheduled or cancelled by the District after April 15<sup>th</sup> then 100% of the training fee plus any non-refundable travel expenses and/or change fees would be the responsibility of the District.
- District will only be charged non-refundable or incurred travel expenses if the training is canceled due to weather or travel related delays.

**Thank you. Please sign and email to [kimberly@safeandcivilschools.com](mailto:kimberly@safeandcivilschools.com) or fax to (541) 345-6431**

\_\_\_\_\_  
District Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Safe & Civil Schools

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

SSY  
R045DATE (MM/DD/YYYY)  
4/4/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT</b>	
BROWN & BROWN NORTHWEST/PHS		NAME:	
706925 P: (866) 467-8730 F: (888) 443-6112		PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
PO BOX 33015		E-MAIL ADDRESS:	
SAN ANTONIO TX 78265		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Casualty Ins Co	NAIC# 29424
<b>INSURED</b>		INSURER B:	
TEACHING STRATEGIES INC DBA: SAFE & CIVIL SCHOOLS		INSURER C:	
PO BOX 50550		INSURER D:	
EUGENE OR 97405		INSURER E:	
		INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			52 SBN II0210	09/15/2016	09/15/2017	EACH OCCURRENCE
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$1,000,000
	General Liab	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$10,000
	OTHER:						PERSONAL & ADV INJURY
							\$1,000,000
							GENERAL AGGREGATE
							\$2,000,000
							PRODUCTS - COMP/OP AGG
							\$2,000,000
							\$
A	AUTOMOBILE LIABILITY			52 SBN II0210	09/15/2016	09/15/2017	COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO OWNED AUTOS ONLY						\$1,000,000
	HIRED AUTOS ONLY	<input checked="" type="checkbox"/>					BODILY INJURY (Per person)
							\$
						BODILY INJURY (Per accident)	
						\$	
						PROPERTY DAMAGE (Per accident)	
						\$	
						\$	
A	UMBRELLA LIAB	<input checked="" type="checkbox"/>		52 SBN II0210	09/15/2016	09/15/2017	EACH OCCURRENCE
	EXCESS LIAB						\$5,000,000
							AGGREGATE
							\$5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							\$
							E.L. DISEASE - EA EMPLOYEE
							\$
							E.L. DISEASE - POLICY LIMIT
							\$

2nd page

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

**CERTIFICATE HOLDER****CANCELLATION**

Clay County School Board  
900 WALNUT ST  
GREEN COVE SPRINGS, FL 32043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Yare Maillon



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Anthony Core Insurance Agency Inc 2101 Bailey Hill Rd Ste G1  Eugene OR 97405-1195		<b>CONTACT</b> NAME: LeeAnn PHONE (A/C, No, Ext): 541-687-0884 FAX (A/C, No): 541-349-0324 E-MAIL: leeann.acore@farmersagency.com ADDRESS: leeann.acore@farmersagency.com	
<b>INSURED</b> TEACHING STRATEGIES INC, DBA SAFE & CIVIL SCHOOLS PO BOX 50550 EUGENE OR 97405		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: TRUCK INSURANCE EXCHANGE NAIC # 21709 INSURER B: FARMERS INSURANCE EXCHANGE 21652 INSURER C: MID-CENTURY INSURANCE COMPANY 21687 INSURER D: INSURER E: INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			B03073331	04/01/2017	04/01/2018	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Attn: Tami Smith  
Clay County Public Schools  
900 Walnut St  
Green Cove Springs

FL 32043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LeeAnn Miles