

16 0035

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED
DO NOT PLACE ITEM ON AGENDA
UNTIL REVIEW IS COMPLETED

Date: 1/29/16
 Staff Member Preparing Form: Kelly Thiessen
 Department Submitting Contract: Professional Development
 Vendor Name: Learning Forward
 Contract Title: The Feedback Process -- Summer Leadership Training

TO BE COMPLETED BY DEPARTMENT	CIRCLE		
1. New Contract	<input checked="" type="radio"/> Yes	<input type="radio"/> No	9. Contract Amount *** \$8300.00
2. Renewal/Amend./Supplement	<input type="radio"/> Yes	<input type="radio"/> No	10. Last Year's Price ****
3. Automatic renewal	<input type="radio"/> Yes	<input type="radio"/> No	11. Date of Original Contract <u>1/28/16</u>
4. Standard Addendum Executed	<input type="radio"/> Yes	<input type="radio"/> No	12. Number of Renewals
5. Bid/Quote policy met	<input type="radio"/> Yes	<input type="radio"/> No	13. Length of Term <u>June 27-28, 2016</u>
6. Need to waive Bid policy*	<input type="radio"/> Yes	<input type="radio"/> No	14. Purpose of Agreement <u>Consultant Agreement for Summer Leadership Training</u>
7. Sole Source **	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
8. Advance Payment Required	<input type="radio"/> Yes	<input type="radio"/> No	

Funding Source: _____

*Waive Bid Policy Explanation: _____
 **Sole Source Explanation: _____ Title IIA funding _____
 ***Detail Negotiation Efforts: _____
 **** Price Increase Explanation: _____

Approvals

Districts Attorney:	No Changes	With Changes
Review Date:		<input checked="" type="checkbox"/>

Purchasing:	No Changes	With Changes
Review Date: <u>2-1-16</u>		<input checked="" type="checkbox"/>

Insurance Certificate:	No Changes	With Changes
Review Date: <u>2/8/16</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Finance: <u>2-8-16</u>	No Changes	With Changes
Review Date:		<input checked="" type="checkbox"/>

Recommended Changes: _____
object to down 8A Avenue should be Plan A
Refine AedA.
Requested Addendum A Plus COI
RW
ADU
funding source



CLIENT CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made as of this 27th day of January, 2016, (the "Effective Date") by and between **Learning Forward** and **Clay County Schools**, with its principal place of business at **900 Walnut Street, Green Cove Springs, FL 32043**.

In consideration of the mutual covenants herein contained, Learning Forward and Client hereby agree as follows:

1. **Scope of Services.** Learning Forward shall provide the following services to Client (the "Services"):
 - a. Description of Services. Two days of onsite support for principals, assistant principals, teachers, and central office administrators from Learning Forward Senior Consultant Joellen Killion around the Feedback Process as part of a summer institute.
 - b. Costs/Fees/Charges. \$8,300
 - c. Timeframe of Services. June 27-28, 2016
 - d. Additional Terms. Scope of work and budget breakdown attached. Copies of The Feedback Process will be ordered for participants separately.
2. **Warranties and Disclaimers.** Learning Forward warrants that all Services will be performed using generally accepted industry standards and practices. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event will either party be liable, one to the other, for special, indirect, or consequential damages in connection with or arising out of this Agreement.
3. **Confidentiality.** Each party (the "Receiving Party") agrees to treat as confidential and not disclose to others or use (except as permitted in this Section 3) any Proprietary Information of the other party (the "Disclosing Party") submitted to the Receiving Party. "**Proprietary Information**" is information that a reasonable person would consider to be confidential or proprietary. Learning Forward Proprietary Information shall include, without limitation, information containing, based upon, or related to Learning Forward's Deliverables. The Receiving Party shall not use any Proprietary Information of the Disclosing Party for any purpose of its own, other than in performance of this Agreement. The Receiving Party agrees to take reasonable measures, at least consistent with those taken to protect its own similar types of Proprietary Information, to protect the Disclosing Party's Proprietary Information against disclosures or uses prohibited by this Agreement.

The restrictions contained in this Section 3 shall not apply to any information that is (i) generally known, or becomes generally known, to the public through no wrongful or negligent act of the Receiving Party,

(ii) in the possession of the Receiving Party prior to its entering into this Agreement and the same can be demonstrated by the Receiving Party's records, (iii) has been independently developed by the Receiving Party without use, directly or indirectly, of the Disclosing Party's Proprietary Information; (iv) is rightfully received by the Receiving Party from a third party without restriction and without breach of this Agreement or any other agreement; or (v) is approved for release by written authorization of the Disclosing Party.

4. Ownership of Deliverables and License. All Deliverables (as defined below) developed or otherwise provided by Learning Forward under this Agreement will be the sole property of Learning Forward. Subject to Section 7 below, Learning Forward grants a perpetual, nonexclusive, nontransferable, royalty free license to Client to use (but not modify) the Deliverables for Client's internal purposes. Client agrees that it has no right, title or interest to the Deliverables other than the license rights described in this Section 4. In consideration of the mutual promises contained in this Agreement, and to the extent that Client is determined to have any interest in a Deliverable (other than the rights granted to Client in this Section) by operation of law or otherwise, Client hereby irrevocably transfers and assigns and agrees to transfer and assign to Learning Forward as Learning Forward's exclusive property, all worldwide right, title, and interest in and to the patent rights, copyrights, trade secrets, and other proprietary rights (including, without limitation, applications for registration thereof, and all priority rights therein under applicable international conventions for the protection of such rights) in, and ownership of such Deliverables that Client may have, as and when such rights arise. Client shall cooperate fully in (i) vesting in Learning Forward the ownership of the proprietary rights to the Deliverables, and (ii) assisting Learning Forward in obtaining patent, copyright or any other intellectual property rights in the Deliverables and in maintaining and protecting Learning Forward's proprietary rights, including, without limitation, executing any documents which Learning Forward reasonably deems necessary for such purpose.

The term "**Deliverable**" shall mean all work produced or otherwise provided by Learning Forward under the terms of this Agreement, whether preliminary or final, and on whatever media rendered, including, without limitation, all documents, reports, presentations or other materials, or other works of authorship, all releases, creations, updates, expressions, improvements, enhancements, modifications, research, methods, drawings, processes, computer programs, versions, and documentation, whether patentable or un-patentable, which are first conceived or made or first actually or constructively reduced to practice pursuant to this Agreement.

5. Nonsolicitation of Learning Forward's Employee's Consultants and Subcontractors. During the Term of this Agreement, and for a period of one (1) year after termination of this Agreement for any or no reason, Client agrees it will not without Learning Forward's express written consent:

- 1) Employ or retain or attempt to employ or retain, directly or indirectly, personally or through any entity with which Client may be associated, any employee, consultant, or independent contractor of Learning Forward; or
- 2) Induce any employee, consultant, or independent contractor of Learning Forward to leave the employ or terminate its relationship with Learning Forward, for any reason; or
- 3) Hire or retain any employee, consultant, or independent contractor of Learning Forward who has left the employ or terminated its relationship with of Learning Forward during the term of Client's relationship with Learning Forward or during the one year period thereafter.

6. Use of Name and Publicity. Client agrees that it shall not, without prior written consent of Learning Forward in each instance, use in advertising, publicity or otherwise the name of Learning Forward, or any

partner or employee of Learning Forward, nor any trade name, trademark, trade device or simulation thereof owned by Learning Forward.

7. Termination. Either party may, at its election, upon thirty (30) days prior written notice, terminate this Agreement; provided, however, that the termination of this Agreement shall not affect in any way any right or claim of any party accruing prior to the date of termination, including without limitation, any right or claim of Learning Forward for compensation payable for Services rendered prior to such termination date. In the event this Agreement is terminated by either party and Learning Forward is not paid for the Deliverables, Client shall not have any License under Section 4 to use the Deliverables.

8. General Terms.

- A. This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to contracts made and fully performed therein, and the state and federal courts located in Florida shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this agreement. Both parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.
- B. Any notices to either party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the address set forth above or to such other address as that party may hereafter designate by notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three (3) days after being sent by mail.
- C. Client may not, without the written consent of Learning Forward, assign, subcontract, or delegate its obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.
- D. In the event that any part of this Agreement shall be declared unenforceable or invalid, the remaining parts shall continue to be valid and enforceable.
- E. This Agreement represents the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.
- F. The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.
- G. Sections 2-8 shall survive the expiration or termination of this Agreement. A breach of any of Client's covenants set forth in this Agreement would result in irreparable injury and damage to Learning Forward for which Learning Forward would have no adequate remedy at law, and Client agrees, in the event of said breach, that Learning Forward shall be entitled to immediate injunctive relief to prevent such violation or continued violation, without having to prove damages. The prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees incurred.

H. Client Contact person designation

Name: Emily Weiskopf
Title: Director of School Improvement and Professional Development
Email: edweiskopf@oneclay.net
Phone: (904) 284-6547

- I. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.

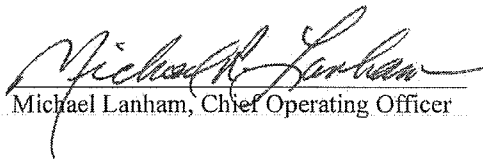
CLIENT:
CLAY COUNTY SCHOOLS

LEARNING FORWARD

BY:

BY:

Johnna McKinnon, President, Clay County
School Board



Michael Lanham, Chief Operating Officer

Federal Tax ID



Scope of Work – Clay County Schools

Overview: Learning Forward senior consultant Joellen Killion will provide two days of onsite support to approximately 150 educators around key concepts from her book, *The Feedback Cycle*.

Outcomes: Participants in this two-day session will:

- Identify the attributes of effective feedback in order to assess current feedback practices.
- Develop an understanding of multiple types, purposes, and sources of feedback.
- Apply skills for facilitating feedback interactions and strategies for assessing effectiveness.
- Expand their application of feedback to promote continuous improvement.
- Analyze their current context to assess its receptiveness to feedback and willingness to take the next steps for expanding a collaborative culture in which feedback is routine practice.

Budget: \$8,300

Listed below is an estimate of budgetary pricing for Learning Forward to provide the support services described above.

Budget for Clay County Schools		
Professional Fees	(\$3,500/day Joellen Killion professional fees	\$7,000
Travel	\$1,000 standard rate for one trip, plus \$300 for each additional day	\$1,300
Materials	Client will order books separately prior to dates of engagement.	TBD
Other		
TOTAL		\$8,300

The school system is responsible for providing: Meeting facility; A/V Equipment; Refreshments; Supplies for training; Duplication of copy-ready training materials

For questions, contact Tom Manning, Associate Director of Consulting and Networks, at tom.manning@learningforward.org, or 972-421-0900.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/5/2016

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).

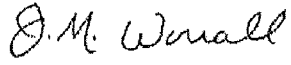
PRODUCER The Hauser Group 8260 Northcreek Drive, Suite 200 Cincinnati OH 45236	CONTACT NAME: PHONE (A/C, No, Ext): 513-745-9200 E-MAIL ADDRESS: vking@thehausergroup.com		FAX (A/C, No): 513-745-9219
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Learning Forward Michael Lanham 504 S Locust St Oxford OH 45056	LEARN-2		INSURER A : American Cas.Co. of Reading PA 20427
			INSURER B : Continental Casualty Company 20443
			INSURER C :
			INSURER D :
			INSURER E :

COVERAGES **CERTIFICATE NUMBER: 903191552** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3013196611	7/1/2015	7/1/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			3013196611	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			3013197953	7/1/2015	7/1/2016	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
								\$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			3013196611	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

CERTIFICATE HOLDER School Board of Clay County 900 Walnut Street Green Cove Springs FL 32043	CANCELLATION 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 

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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.

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

_____ 2/2/2016 _____

Date