



**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA  
CONSULTANT AGREEMENT  
(Training and Advisory Services Less than \$25,000.00)**

Jennifer Abrams  
Name of Person Rendering Services

77-0260369  
Social Security or EIN Number

Corwin Press, Inc.  
Name of Company

- Check here if W-9 Form has been provided (Required)
- Check here if Vita has been provided (Required)
- Check here if services are to be provided by a Corp.

Mailing Address:  
2455 Teller Road  
Thousand Oaks, California 91320

This is a contract between the School Board of Brevard County and Corwin Press, Inc. for the following consultant services in accordance with Board Policy 6540 (Invoice for services is required for payment):

Total Solutions Package for Two days of Professional Development Training provided by Jennifer Abrams. One day of training will be school and instructional district administrators in best practices for dealing with difficult situations in supervisory coaching, Another day of training is for Peer Coaching Teams and Assistant Principals in best practices for dealing with difficult situation in peer coaching. Additional services of two planning phone calls with author prior to workshops and two post sessions phone calls with author at no additional charge.

Date(s) services are to be provided and charges:

<u>Date(s):</u>	<u>Total No. Hrs.</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
September 17 & 18, 2013	14 (plus 4 phone conferences For a total of 18)	\$700	\$12,600 inclusive of travel

Estimated Reimbursable Expenses: 0  
Estimated Total Cost for Professional Services: \$12,600

List expenses, if any, that are to be reimbursed: *(Note: Reimbursement for travel, per diem and/or meals, and mileage are to be paid based on Board rules using Board forms and shall not exceed Board adopted rates.)*  
This agreement may be cancelled by either party, upon written notice of not less than ten (10) days prior to the date the service is to commence. Said notice shall be by certified mail and the date of posting shall constitute date of receipt. Consultant is not authorized to provide any services herein without an approved purchase order from the Board.

Patricia L. Shets  
Signature of Requestor Date

Elaine Kipper 4/16/13  
Signature of Consultant/Corp. Agent Date

\_\_\_\_\_  
Signature of Principal/Dept. Head Date

\_\_\_\_\_  
Signature of Associate/Area/Assistant Supt. Date

Account Number: _____
Purchase Order No.: _____

\_\_\_\_\_  
Signature of Superintendent/Designee Date

PLEASE SIGN IN BLUE INK

**INSTRUCTIONS FOR CONTRACTED SERVICES AGREEMENT**  
**See School Board Policy #6540**

1. School/Department initiates request for contracted (consultant) services and signs the agreement as "requestor". The requestor is usually the project coordinator, or other school or department employee responsible for the coordination of the services to be provided.
2. Consultant completes required information and signs the agreement.
3. Principal or department head signs the agreement and forwards to the Area Superintendent, Assistant Superintendent or Associate Superintendent for approval. **This approval is required prior to the performance of professional services.**
4. **The following additional approval signatures must be obtained prior to any services being performed:**

A) Agreements in excess of \$50.00 per hour (\$400.00 per day) up to \$100.00 per hour (\$800.00 per day), which total less than \$25,000.00, must be approved by the Superintendent or Associate Superintendent of Financial Services.

B) Agreements in excess of \$100.00 per hour (\$800.00 per day), which total \$25,000.00 or more, must be approved by the Board.

**FAILURE TO OBTAIN APPROVALS BEFORE SERVICES BEGIN IS A VIOLATION OF BOARD POLICY.**

5. After all authorized signatures are obtained; the Agreement is to be returned to the originating school or department. Provide a copy of the signed agreement to the Consultant. Once received, a Purchase Order (PO) request must be prepared and the original signed contract must be sent to Purchasing for PO approval. Purchasing will then forward the original signed contract to Accounting Services to verify invoice documentation and retention. The purchasing department will send the Vendor copy of the Purchase Order to the consultant, and the receiving copy to the originating department. **Consultant is not authorized to begin services without a signed agreement and approved Purchase Order.**
6. After satisfactory performance of the services, the requesting department completes receiving information in CrossPointe and submits the invoice from the consultant to accounting for payment.

**INSURANCE FOR CONTRACTS LESS THAN \$25,000:**

8. **Insurance.** The Contractor will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 8.1 to 8.5 below. The following applies to the insurance requirements below for products or services from Contractors when all products, services, or work performed when totaled together will pay the contractor \$25,000 or less during the fiscal year. The insurance requirements are as follows:

- a. Insurance listed in 8.1 below: The School Board shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured then the School Board reserves the right terminate this agreement.
- b. Insurance listed in 8.2 below: All contractors whose work for the School Board involves products or services typical of the construction industry and the value of their products or services for the Board is in excess of \$5,000, but less than \$25,001 are required to carry this insurance to the limit listed below.
- c. Insurance listed in 8.3 below: Any contractor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe the School Board is responsible for the work of the contractor from portal to portal is required to carry this insurance to the limit listed below.
- d. Insurance as listed in 8.4 below: Any contractor that has one or more employees or subcontracts any portion of their work to another individual or company is required to have Workers' Compensation insurance to the limits listed below. Workers' compensation exemption forms may be accepted for contractors that are sole owner/operators.
- e. Insurance as listed in 8.5 below: All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All Contractors will carry and maintain policies from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable for the procurement and delivery of products, goods, or services furnished to or for the School Board of Brevard County and any of its ancillary schools, departments, or organizations.

8.1. General Liability Insurance:

Negligence including Bodily Injury: Per Claim	\$ 500,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000
Property Damage: Each Accident	\$ 500,000

8.2. Product Liability or Completed Operations Insurance:

Negligence Including Bodily Injury: Per Claim	\$ 250,000
Negligence Including Bodily Injury: Per Occurrence	\$ 500,000

8.3. Automobile Liability:

Negligence Including Bodily Injury: Per Claim	\$ 300,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000
Property Damage: Each Occurrence	\$ 300,000

8.4. Workers' Compensation/Employer's Liability:

W.C. Limit Required	Statutory Limits
E.L. Each Accident	\$ 500,000
E.L. Disease – Each Employee	\$ 500,000
E.L. Disease – Policy Limit	\$ 500,000

8.5. Professional Liability Insurance (E&O, D&O etc.):

For services, goods or projects that will exceed \$1,000,000 in values over a year.	
Each Claim:	\$ 250,000
Per Occurrence:	\$ 500,000

SCHOOL BOARD OF BREVARD COUNTY  
OFFICE OF PURCHASING SERVICES  
2700 JUDGE FRAN JAMIESON WAY  
VIERA, FL 32940-6601

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

HOLD HARMLESS AGREEMENT

The Vendor agrees, by accepting award of this bid, contract, project, service and/or maintenance agreement to the following "Release, Indemnification and Hold Harmless Agreement":

The Vendor shall indemnify and hold harmless the School Board of Brevard County, its elected officials and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorney fees) in connection with loss of life, bodily or personal injury, or property damage including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Vendor or its officers, employees, agents, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage is solely attributable to the gross negligence or willful misconduct of School Board of Brevard County or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be construed to waive School Board of Brevard County's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

The Vendor certifies they will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.

Any questions as to the intent or meaning of any part of the above-required coverage should be brought to the Director of Risk Management of the School Board of Brevard County, Florida.

I certify that I am an Authorized Representative of the Vendor and have the authority to bind my company to this agreement:

*Corwin Pless, Inc.*

Vendor/Company Name - Print

*Elena Nikitina*

Authorized Representative's Name - Print

*Elena*

Signature

*4/16/2013*

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/17/2013

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> GNW-Evergreen Insurance Services, Inc. License Number 0E16963 PO Box 20005 Encino CA 91416-0005		<b>CONTACT NAME:</b> Diana Wright <b>PHONE (A/C No. Ext):</b> (818) 257-7400 <b>E-MAIL ADDRESS:</b> dianaw@gnw-eg.com <b>FAX (A/C No.):</b> (818) 257-7450	
<b>INSURED</b> Sage Publications, Inc. Corwin Press, Inc. 2455 Teller Road Thousand Oaks CA 91320		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Prop. Cas Co. of Am <b>NAIC #</b> 25674 <b>INSURER B:</b> Federal Insurance Co. <b>20281</b> <b>INSURER C:</b> Travelers Ind Co. of America <b>25666</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** Master 12-13      **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		6600C366912TIL12	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/POP AGG \$ Included
B	AUTOMOBILE LIABILITY		73150290	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist combined \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	79888753	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 20,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 20,000,000
	DED	RETENTION \$ 0				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		PKUB329D133312	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Auto Physical Damage		73150290	7/1/2012	7/1/2013	Comp Deductible \$1,000
						Collision Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**RE: School Board of Brevard County and Jennifer Abrams Author Consulting Event - September 17 and 18, 2013. Located at the Brevard County Public Schools. This certificate will serve as Proof of Insurance only and may not be altered in any way.**

**CERTIFICATE HOLDER****CANCELLATION**

Brevard County School District 2700 Judge Fran Jamieson Viera, FL 32940	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  Rosa Sinegal/ROSASI <i>Rosa Sinegal</i>