

Browning Public Schools  
**Board Agenda Request**  
Meeting To Be Held: 7/12/16



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**Recognition:**     Students                       Staff                       Parents  
**Information:**    Building Report             Old Business             Superintendent's Report  
**Action:**         Resignation                       Hiring                       Contract Service Agreements  
                     Travel Out-of-State             Travel In State             Approvals  
                     Termination                       Legal Matters             Other:  
                    This action request pertains to  Elementary (only)     High School/District Wide

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**Date:**        6/30/16

**To:**            **John Rouse**  
                    Superintendent

**From:**        Jeri Matt  
**Title:**        Curriculum Coordinator

**Subject:** **Professional Service Agreement - Orange Frog Keynote Workshop**

**Description:** Keynote Speaker for Orientation District Welcome and Kick the Year Off Positive day.

**Justification (District Goals):** create a positive culture in all schools and departments & team building

**Financial Impact:** \$ 5000 + expenses (travel& hotel)

**Funding Source (Budget/grant, etc.):** 115.90.494.2213.330.116

**Attachment(s):** PSA

**Approval:** Superintendent's Office/Finance/Personnel as applicable (Initial) \_\_\_\_\_

**Comments:** \_\_\_\_\_

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**Board Action:**     N/A (Info)     Approved     Denied     Tabled to: \_\_\_\_\_



PROFESSIONAL SERVICES AGREEMENT

<b>Client Company:</b>	Browning School District #9
<b>Contact Name/Phone/E-Mail Information:</b>	John P Rouse Superintendent <a href="mailto:johnr@bps.k12.mt.us">johnr@bps.k12.mt.us</a> 406-845-5189 Jercy , <a href="mailto:jerim@bps.k12.mt.us">jerim@bps.k12.mt.us</a> 406-338-2715
<b>Company Address:</b>	129 First Ave SE, Browning , MT 59417

<b>Presenter(s):</b>	Devin Hughes
<b>Date(s):</b>	August 25 <sup>th</sup> , 2016
<b>Time(s):</b>	9:00am – 11:00am

<b>Facilitation Address:</b>	Browning High School 105 Hwy 89 Browning, MT 59417
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<b>Billing Contact Information:</b>	Jercy <a href="mailto:jerim@bps.k12.mt.us">jerim@bps.k12.mt.us</a> 406-338-2715
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<b>Number of Participants:</b>	500+
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<b>Event Description:</b>	Orange Frog I Happiness Advantage Keynote
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<b>Participant Description:</b>	Teachers, Admin, Support Staff
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**Travel Related Expenses:** All related travel fees “to and from” the event to be paid by client; including coach class airfare, meals, lodging and ground transportation.

Transportation	Notes
<input checked="" type="checkbox"/> Air	As needed for up to 1 people
<input checked="" type="checkbox"/> Ground	As needed for up to 1 people

<b>Topic(s):</b>	The Happiness Advantage   Orange Frog
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Presenter Fees	Presenter	Fee
<input checked="" type="checkbox"/> Presenter		
<input checked="" type="checkbox"/> Presenter	Devin Hughes	Included
<input type="checkbox"/> Possible 3 <sup>rd</sup> presenter		

Materials Fees*	Quantity	Fee
<input checked="" type="checkbox"/> Materials	Orange Frog books, Frogs, Wristbands to be ordered by Jeri Matt	Handouts printed by BPS
<input checked="" type="checkbox"/> Posters	N/A	

<input checked="" type="checkbox"/> Description	Orange Frog / Happiness Advantage Keynote for 500 participants with Orange Frog books to be ordered and shipped in advance handout materials to be printed by BPS.  9:00am – 11:00am. \$5,000 plus travel (to be invoiced post event)
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\*Above materials fees and description are for reference and estimation only - Please see Materials Worksheet for complete details.



**Materials Provided by Client:**

- Screen + projector:** with laptop computer and audio connection with amplified speakers.
- Other:** Please note here.

**Other Requirements**

**Investment Summary\***

ORANGE FROG KEYNOTE WORKSHOP FOR 500 PLUS ATTENDEES \$5,000 PLUS TRAVEL TO BE INVOICED AFTER EVENT.

**Payment Terms**

Fifty percent (50%) deposit is required to secure commitment of the presenter. This deposit is non-refundable. (In the event of cancellation with 30 days notice, client may re-book event within 12 months with no penalty).

The remaining presentation and materials fees will be invoiced 10 days prior to the event and are payable upon receipt. Travel and related expenses will be invoiced post event. Expense payment is due within 30 days of invoicing.

If the event is contracted within 30 days of presentation, the full amount will be invoiced and due upon receipt.

**Other Terms**

Program Materials contain material protected under International and Federal Copyright Laws and Treaties. Any unauthorized reprint or use of this material is prohibited. No part of these Program Materials may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system without express written permission from ITLN.

**Liability**

Client shall agree to the extent permitted by law, to indemnify, defend and hold harmless Presenter, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors and any other person or corporation furnishing work, services or supplies in connection with the performance of this agreement and from any and all claims and losses accruing or resulting to any person firm or corporation which may be injured or damaged by subcontractor during the term of the agreement.

**Taping of sessions and rights reserved**

Any taping, audio capture or other means of archiving event content by the client or any other party without express written permission of presenter is prohibited.

By signature below, the parties hereby agree to the terms and conditions of this Agreement.

On Behalf of: Client


Legal Entity Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

International Thought Leader Network

Signature:  \_\_\_\_\_

Name: Mark McDonald \_\_\_\_\_

Date: 4/28/16 \_\_\_\_\_