



FLOYD COUNTY BOARD OF EDUCATION
Henry Webb, Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
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www.floyd.kyschools.us

Jeff Stumbo, Chair - District 3
Linda Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Rhonda Meade, Member - District 4
Sherry Robinson - District 5

Consent Agenda Item (Action Item): This is a request to enter into a contract with Big Speak, Inc. to book the speaking services of Judy Carter for August 1, 2016.

Applicable Statute or Regulation: According to Board Policy 01.11, all contracts must be signed by the superintendent of Floyd County Schools and approved by the Floyd County Board of Education.

Fiscal/Budgetary Impact: The cost for this event is \$10,000. The cost will be paid for using Title funds.

History/Background: It is customary that a motivational speaker be hired to speak to the faculty and staff of all schools in the Floyd County School System on Opening Day.

Recommended Action: I recommend that Floyd County Schools enter into this agreement with Judy Carter and Big Speak, Inc.

Contact Person(s): Tonya Goodman

Principal

Tonya Goodman

Director

[Signature]

Superintendent

Date: June 14, 2016

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.



CLIENT BOOKING FIRM OFFER

Company/Organization Name (Client):	Floyd County Schools
Contact Name & Title:	Henry Webb, Superintendent
Client Address (Include City, State, Zip):	106 North Front Avenue, Prestonsburg, KY 41653
Contact Phone+Ext. & Email Address:	Phone: 606-886-4541 Email: henry.webb@floyd.kyschools.us
Event Day of Week, and Date:	Monday, August 1, 2016
Name of Event:	Annual Conference
Speaker Name & Speaker Attire:	Judy Carter <input type="checkbox"/> Business Casual <input type="checkbox"/> Traditional Business (Suit & Tie)
Program Type: (Keynote, Emcee, Workshop, Consulting)	Keynote
Presentation Topic: (or choose if listed here)	Stress IS a Laughing Matter
# of Programs for Speaker:	One
Additional Speaker Activities: <i>If Client would like to request additional Speaker activities, please check applicable boxes and include details (these are requests from Client and subject to Speaker's review and written approval).</i>	<input checked="" type="checkbox"/> Pre-event call with Speaker (or in some instances the Speaker's representation) <input type="checkbox"/> Meeting with Speaker and CEO/Leadership onsite <input type="checkbox"/> Follow-up Consulting <input checked="" type="checkbox"/> Book Sale/Signing permitted post keynote <input type="checkbox"/> Record, Livestream or Broadcast Speaker's presentation (audio and/or video) Note: this is a request only and not confirmed without Speaker's written consent. Speakers do not permit recording without written approval, BigSpeak will ask for permission on Client's Behalf, provided that Client supplies details on how recording will be used and shared.
Complete Onsite Agenda, Start & Finish Times: <i>Times, activities and requirements listed here represent Speaker's complete onsite agenda. Upon acceptance of offer, any changes or additions will require written approval from BigSpeak. Please return the event agenda with this offer.</i>	Start Time: 9:45am Duration: Minutes Q & A Duration: Minutes (if applicable) Departure Time: Note: Client may request an A/V check with Speaker 30 minutes prior to presentation start time. If necessary to schedule, please do so during break closest to start time and note times in complete agenda.
Audience Size & Profile:	
Event Venue Name & Address (Include City, State, Zip):	Prestonburg, KY Phone Number:
On-site Contact(s):	Name & Title: Email & Cell: /
Speaker's Travel Fee and/or Requirements in addition to Honorarium:	Fee is inclusive of travel - Speaker to book and pay for roundtrip airfare, home / event city ground transportation, and incidentals. Client to book and pay for hotel and meals charged to room.
Speaker Fee / Honorarium:	\$10,000.00 USD Net of any country, state, county or local taxes Client agrees to provide link to Speaker's bio page on any event webpages and marketing materials.
BigSpeak Consultant / Agent:	Amy Eddy (805) 965-1400

Signature below acknowledges: you are authorized to sign this binding Firm Offer on behalf of Client. Upon Speaker's acceptance of this Firm Offer, this document becomes a Contract. Please note, certain Speakers require special terms, which will be agreed by all parties in subsequent Contract Addendums. Please do not publicize Event until deposit is received by BigSpeak, Inc. (BigSpeak) and communication(s) are approved by Speaker. Audio/visual requirements for Speaker will be provided with Pre Program Questionnaire (PPQ) prior to Event and are responsibility of Client. Payment terms: confirmation deposit of 50% (nonrefundable) of Speaker Fee and 100% of all travel fees (nonrefundable) due within [14] days; balance (50% of Speaker Fee) due [30] days prior to Event. If Contract is canceled by Client (effective when written notice received by BigSpeak) 0-90 days before Event, 100% payment is due; 91-120 days before engagement, 75% is due; 121 or more days before engagement, 50% is due. Celebrity and high-profile Speakers require full nonrefundable payments (Speaker Fee and Travel Fee) within [14] days of acceptance of offer, 100% of these fees are forfeited if Client cancels (at any time, this is industry standard for high-profile Speakers, as they forgo other opportunities by reserving your date). If Speaker cancels and BigSpeak is unable to provide another Speaker acceptable to Client, Speaker and BigSpeak's only obligation is to return Client deposit, without interest and without further liability. In the event performance of any obligation under this agreement by either party is prevented due to acts of God, exchange controls, export/import controls, any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, or any other cause beyond the reasonable control of a party, that party shall not be responsible to the other parties for failure or delay in performance of obligations under this agreement. Each party shall promptly notify the other parties of such force majeure condition. Force majeure shall not exempt, but merely suspend, any party from duty to perform obligations under this Agreement until after force majeure condition ceases. This agreement will be interpreted and enforced under the laws of Kentucky. Client agrees not to photograph, record or reproduce any part of Speaker's presentation without prior written consent of BigSpeak. Reproduction of handout materials will be paid for by Client (Speaker will provide [1] master copy in digital form). BigSpeak and Speaker reserve the right to declare this Contract null and void, keeping any deposits if required payments are not received per terms herein. Revisions to this agreement must be made in writing and will be included with Addendum(s) agreed to and signed by all parties. Speaker headshot and bio will be provided after this agreement is accepted by all parties and initial deposits are received. Please sign and return this form to BigSpeak via email or fax to (805) 880-0349. Thank you for allowing BigSpeak the opportunity to be of service.

Agreed By Client:

Signature

Date

Name and Title (Printed), Authorized Signatory

Electronic signatures are valid and binding as original signatures on documents.