



**FLOYD COUNTY BOARD OF EDUCATION**  
**Henry Webb, Superintendent**  
**106 North Front Avenue**  
**Prestonsburg, Kentucky 41653**  
**Telephone (606) 886-2354 Fax (606) 886-8862**  
**www.floyd.kyschools.us**

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

### **Issue Paper**

**Date:** October 17, 2016

**Action/Discussion Item:** To approve an agreement between Betsy Layne High School and Hal Bowman, Inc. to provide the "Be The ONE" program to Betsy Layne High School faculty, staff and students on December 1<sup>st</sup>, 2017.

**Applicable Statutes or Regulation:** KRS 162.90 Powers and Duties of the local board and Floyd County Board of Education policy 03.2234

**Issue:** BLHS is constantly looking for ways to improve our school and staff to ensure that we provide the very best for our students. The "Be The ONE" program will be a before, during and after school program that will target culture and leadership of administration, teachers, classified staff and students. Session 1: Transformational Leadership Session 2: YOU are the difference Session 3: Culture Sustainability Session 4: Be The ONE: Courage – Commitment – Forever.

**Background:** BLHS has successfully worked with Hal Bowman Inc. before. The school has hosted the Teach Like A RockStar Program by Mr. Bowman in the past. He has worked well with our staff and proved to be an invaluable resource to our school in moving our students and staff forward. Mr. Bowman contacted us about bringing this program to our school, it's tagline is: "Making Great Schools Even Better".

**Fiscal/Budgetary Impact:** The program will be funded from Title monies already received by BLHS.

**Alternative:** To deny the agreement request.

**Recommended Action:** To approve the agreement between Betsy Layne High School and Hal Bowman Inc. to provide the "Be The One" program to the students, staff and administration of Betsy Layne High School .

**Rationale:** This program will benefit our school, staff and students.

**Contact Person(s):**

Cassandra Akers / 606.478.9138

  
Principal

  
Director of Instruction

  
Superintendent



## **PRESENTATION AGREEMENT**



October 17, 2016

Dear Cassandra Akers:

We are very excited about working with your school on **December 1, 2016**. It's sure to be a GREAT day for everyone!

Here's everything you need:

**ATTACHMENT #1** (*Print this attachment*)

1. **Program Summary**
2. **Invoice** – Please send this to your accounts payable department and create a purchase order if necessary. Starting this process as soon as possible will help to ensure that a check is available by the day of the event. *Please initial this page where indicated and fax it back to me.* My fax number is (866) 814-0540.
3. **Service Agreement** - *Please sign agreement and fax it back to me.*
4. **General Program Information** – The program description outlined is provided for general information only. As we move forward, we will customize the program to fit your school's schedule and facilities. *Please initial this page where indicated and fax it back to me.*
5. **Performance Information for "Session 4"** – Let me know as soon as you can if you have any questions or concerns regarding set-up guidelines, materials, or requests. *Please initial this page where indicated and fax it back to me.*

**ATTACHMENT #2**

6. **W-9** – Please deliver to your accounts payable department.

If you need anything else or have any questions, please don't hesitate to call me at (713) 264-8227 x703.

Thanks so much!

*Georgia Lister*

Georgia Lister  
Vice President  
Hal Bowman, Inc.  
Phone: 888.469.3446 x703  
Fax: 866.814.0540  
Email: Georgia@HalBowman.com



## PROGRAM SUMMARY

Hal Bowman, Inc. will provide services to Betsy Layne High School/Floyd County Schools (hereinafter "Organization"), summarized as follows:

1. **SERVICES** – Hal Bowman, Inc. will render the following services to Organization:

**PROGRAM:** Hal Bowman's Be The One Full-Day Program

**LOCATION:** Betsy Layne High School  
256 School Street  
Betsy Lane, KY 41605

**DATE:** December 1, 2016

**OVERVIEW:**

Session 1	Transformational Leadership <ul style="list-style-type: none"><li>♦ Adult school leaders</li></ul>
Session 2	YOU are the Difference <ul style="list-style-type: none"><li>♦ Student leaders</li></ul>
Session 3	Culture Sustainability: Clarity, Enthusiasm, and Momentum <ul style="list-style-type: none"><li>♦ Administration and VIP Leaders</li></ul>
Session 4	Be The One: Courage – Commitment – Forever <ul style="list-style-type: none"><li>♦ Admin, faculty, staff and select student leaders</li></ul>

*\*Time, order, and duration of sessions to be determined.*

2. **TERMS OF AGREEMENT** – See the Speaker Services Agreement (the "Agreement") for specific terms and conditions. The Agreement must be signed by both parties within 10 days to hold the date for this event.
3. **FEES** – In consideration for the rendering of services, the Organization will pay Hal Bowman, Inc. an all-inclusive fee of \$5,500.00.

Hal Bowman, Inc. will submit an invoice summarizing the services provided. Hal Bowman, Inc. will be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the Organization.

Check made payable to Hal Bowman, Inc. MUST be ready on or before the day of the event. A late fee of 10% of any outstanding balance shall be assessed if you cannot meet these requirements.

4. **MERCHANDISE** – Organization agrees that Hal Bowman, Inc. can sell their own merchandise if/as they see fit for the event (T-shirts, books, etc.) Hal Bowman, Inc. will provide all personnel needed for the sale of merchandise. Hal Bowman, Inc. agrees that the sale of merchandise will not interfere or disrupt the event.



# INVOICE

Hal Bowman, Inc.  
851 Azalea Street  
Houston, Texas 77018  
Phone: 713.264.8227 ext. 713 Fax: 866.814.0540

FIN: 36-4645850

## INVOICE

120116

## DATE

October 17, 2016

## BILL TO

Betsy Layne High School Accounts Payable

## ATTENTION

Cassandra Akers

## ADDRESS

256 School Street  
Betsy Layne, KY 41605

## PHONE

606-478-9138

## FAX

## REPRESENTATIVE

Georgia

## PO NUMBER

## DATE

08/18/2015

## LOCATION

Iowa Park High  
School

## TYPE

BTO Full-Day  
Presentation

## TERMS

Due On Or  
Before Event

## COMMENTS

For services rendered; all inclusive fee.

## DESCRIPTION

## AMOUNT

Hal Bowman's Be The One Full Day Program

\$5,500.00

Overview:

Session 1 | Transformational Leadership

Session 2 | YOU are the Difference

Session 3 | Culture Sustainability: Clarity, Enthusiasm, and Momentum

Session 4 | Be The One: Courage – Commitment - Forever

Special Instructions: Check MUST be ready on or before the event date. If this is not possible, please contact us as soon as possible as this may change the fee for your event. A 10% late fee may be assessed if you cannot meet these requirements.

## TOTAL

\$5,500.00

Make all checks payable to Hal Bowman, Inc.

If you have any questions concerning this invoice, contact Georgia @ 713.264.8227 ext. 703

Texas SBEC Approved CEU Provider #500706

INITIAL HERE

HAL BOWMAN, INC.

851 AZALEA STREET

HOUSTON, TEXAS 77018

888.469.3446



## **SERVICE AGREEMENT**

This Contract is by and between Betsy Layne High School/Floyd County Schools ("the School"), and Hal Bowman, Inc. The School agrees to hire Hal Bowman, Inc. and Hal Bowman, Inc. agrees to provide services for the School as follows:

**SERVICES.** Hal Bowman, Inc. agrees to provide Hal Bowman's Be The One full-day program (the Program) for the School, as more specifically described in the Event Summary attached. Hal Bowman, Inc. shall perform the Program on or before December 1, 2016 unless mutually rescheduled or extended by the School and/or Hal Bowman, Inc.

**MERCHANDISE.** The School agrees that Hal Bowman, Inc. can sell its own merchandise if/as it sees fit for the Program (T-shirts, books, etc.) Hal Bowman, Inc. will provide all personnel needed for the sale of merchandise. Hal Bowman, Inc. agrees that the sale of merchandise will not interfere or disrupt the event.

**PAYMENT/ENFORCEMENT.** In consideration of all services to be performed by Hal Bowman, Inc. for the School, the School shall pay to Hal Bowman, Inc. an all-inclusive fee of \$5,500.00. The School agrees to pay this amount in full to Hal Bowman, Inc. on or before the date the Presentation is performed. Hal Bowman, Inc. is an independent contractor and not an employee or partner of the School, and shall be responsible for its own income or other taxes.

If payment in full is not made on or before the day of the Event and Hal Bowman, Inc. engages an attorney for collection or enforcement, or if an amount due is collected or enforced through probate, bankruptcy, or other judicial proceeding, then the School shall pay Hal Bowman, Inc. all costs of collection and enforcement, including reasonable attorneys' fees and court costs, prejudgment interest and postjudgment interest, in addition to other amounts due.

**AMENDMENT/TERMINATION.** Any changes or modifications to this agreement shall be executed in writing by all parties. This Agreement may be terminated without cause by either party by providing written notice to the other party that is received at least 30 days prior to the date of the Presentation. The School guarantees payment of the total fee unless termination of this Agreement is made in writing to Hal Bowman, Inc. at the address below and received at least 30 days prior to the scheduled program.

### **GENERAL TERMS AND CONDITIONS**

**INTELLECTUAL PROPERTY/CONTROL.** Hal Bowman, Inc. retains the sole and exclusive right to control or direct the manner or means by which the Program is conducted. The School agrees not to audiotape or videotape the Program without the prior written permission of Hal Bowman, Inc. Materials provided by Hal Bowman, Inc. are



copyrighted, and are for participants' use only. Unless specified in the materials or in writing, reproduction of any portion for any other use is prohibited.

**FORCE MAJEURE.** If either party is unable, by force majeure, to perform its obligations under this Agreement, that party shall be excused from the inception of any such inability. The term "force majeure," shall mean any act, event, cause or occurrence rendering a party unable to perform its obligations, which act is not within the reasonable control of such party. In no event shall either party be liable to the other for incidental, consequential or any other damages resulting from an act of force majeure. If an act of force majeure prevents the Program from taking place as planned, the parties agree to use all efforts to reschedule the Presentation under mutually agreeable conditions.

**SEVERABILITY/WAIVER.** Should any provision in this Agreement be adjudicated void or illegal, all other provisions shall continue in full force and effect and remain binding upon the parties. Failure to enforce one or more of the provisions contained herein shall not constitute a waiver or default or waiver of any other violation or breach of any of the terms contained herein.

**GOVERNING LAW/VENUE.** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Kentucky. Any controversy or claim arising out of or relating to this Agreement shall be instituted and maintained in Floyd County, Kentucky.

**ENTIRE AND BINDING AGREEMENT/AUTHORITY.** This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties, written or oral. This Agreement is binding on all parties when executed by all parties hereto. The School's representative, in signing the Agreement, acknowledges authority to do so and assumes liability for the amount of the fee stated herein.

**HEADINGS.** The headings in the Agreement have been inserted solely for convenient reference and will be ignored in its construction.

 10/18/2016

Hal Bowman, President (or Designee)  
Hal Bowman, Inc.  
851 Azalea Street  
Houston, Texas 77018  
Ph: 713.264.8227 x703  
Fax: 866.814.0540

Date

X

Cassandra Akers  
Principal  
Betsy Layne High School  
256 School Street  
Betsy Layne, KY 41605  
Ph: 606.478.9138

Date

***Please Sign, Date, and Fax the Service Agreement to (866)814-0540  
within 10 days to Secure your Presentation Date***



## GENERAL PROGRAM INFORMATION

*The session details and descriptions outlined below are provided for general information purposes only. As we move forward, you will work directly with Hal to customize the sessions to fit your school's schedule, facilities, etc.*

*Please don't hesitate to call with any questions.*

### SESSION 1 | TRANSFORMATIONAL LEADERSHIP

- Duration:** 60 to 90 minutes, scheduled before school.
- Participants:** Adult school leaders, including: administrators, teachers who serve as sponsors of student organizations, department chairs, team leaders, mentor teachers, as well as food service and custodial staff members who serve in leadership positions.
- Description:** Session 1 is specifically designed to bring school leaders together as a cohesive, tight-knit team with a singular purpose: To create a campus-wide culture that drives the school to a new level of excellence. This session requires the most effective, influential adult leaders on campus to be in attendance.
- Facility:** The size of the room should be large enough for everyone sit comfortably with a place to write. However, it's preferred that the room be small enough to ensure the session feels personal and private. For example, a conference room or classroom is preferred over a cafeteria.

### SESSION 2 | YOU ARE THE DIFFERENCE

- Duration:** 120 to 180 minutes | Scheduled in the morning, before lunch
- Participants:** Student leaders, including: student council, peer mentors, team captains, student organization officers (band, drill team, choir, ROTC, DECA, etc.), academic leaders, teacher-identified leaders, as well as those students who serve as leaders in "unofficial, unsanctioned, and unsponsored organizations."
- Description:** Session 2 is an exciting and fun experience for student leaders. Through games, activities, and interactive experiences, students will discover their roles as leaders of change, not just in school, but in every area of their lives, forever.
- Facility:** The size of the room should be large enough for students to move freely as they will be participating in activities that require lots of movement. In addition, the room should lend itself to group discussion and privacy. Some options that may work well include a small gym, a multi-purpose room, a large auditorium stage with a closed curtain, etc.





### SESSION 3 | CULTURE SUSTAINABILITY

- Duration:** 60 to 90 minutes, scheduled in the afternoon, before the end of school
- Participants:** School administration and a select faculty and staff leadership team.
- Description:** Session 3 has been tailored to meet the needs of administrators and select educators at the top levels of school leadership. This is a time for school leaders to define and delegate actionable strategies, roles, and metrics to propel momentum and sustainability through mission, inspiration, and accountability.
- Facility:** This will be the smallest session of the day. Again, the size of the room should be large enough for everyone sit comfortably with a place to write. However, it's preferred that the room be small enough to ensure the session feels personal and private. Examples include a conference room, small classroom, or large office with a conference table.

### SESSION 4 | BE THE ONE: COURAGE - COMMITMENT - FOREVER

- Duration:** 60 to 90 minutes, scheduled immediately after school.
- Participants:** School-wide faculty, staff, and select student leaders.
- Description:** Session 4 is a fun and moving experience that brings adult and student leaders together as a cohesive, connected family. This keynote-style event will motivate and inspire faculty, staff, and students to work together as they elevate the culture of their school to a new level of excellence.
- Facility:** The size of the room should be large enough for everyone sit comfortably with a place to write, as there will be some brief notetaking and brainstorming. Due to the large audience size, a stage is required. Suggested facilities include, auditorium or cafeteria (using a portable stage). For example, a conference room or classroom is preferred over a cafeteria.

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## SESSION 4: PERFORMANCE INFORMATION

*PLEASE GIVE US A CALL IF YOU HAVE ANY QUESTIONS.*

### AUDIO VISUAL

- Please provide a microphone and PA system with at least 2 XLR channels on the mixer. A wireless lapel or lavalier microphone is preferred. This allows Hal to move freely about the room.
- Please provide an additional audio line and direct box with a XLR jack from the mixing console for Hal's music.
- A projector for Hal's computer is needed for the presentation. If using a portable projector, please provide a table or media cart large enough for the projector and Hal's computer.
- Please provide a projection screen large enough to be seen by everyone in the room. If not using overhead projection, or rear projection, it's strongly recommended that the screen is positioned off to the side so Hal does not interfere with the projection. For very large audiences, please provide two screens and two projectors.
- The organization must provide a knowledgeable A/V person to assist during set up, prior to presentation. This person must be familiar with the sound system at the facility and have access to all necessary equipment.

### ROOM SETUP

- Please provide a platform or stage high enough to give audience members a clear, unobstructed view of Hal during the presentation.
- If setting the room up with tables, make sure all chairs face the speaker comfortably.
- If setting chairs theater-style, stagger the chairs in each row so audience members will be able to see between heads. For presentations longer than 90 minutes, please provide a writing surface for attendees.
- All seating for all attendees must face the presenter.
- Always position the front row as close to the stage as comfortably possible.
- Please do not overset the room. It is always better to have every seat filled rather than pockets of empty chairs.
- When seating the audience, please have personnel in place to strongly encourage and guide the audience members to completely fill the first row before filling the 2<sup>nd</sup> row, 3<sup>rd</sup> row, 4<sup>th</sup>, and so on.
- Please have at least 1 six-foot table set up for our merchandise. The table can be set up in the event space or right outside the door of the event space, in an easily accessible area.
- If you are providing snacks, it is imperative that *no* food containing nuts of any kind be served. This includes, but is not limited to: peanuts, nut candies, trail mix, peanut butter crackers, assorted nuts, etc.
- **No meals should be served during presentation.** If serving a meal in the same room as the presentation, please make sure that it concludes completely before presentation begins.

### PRESENTATION

- Please ask attendees to turn off pagers, phones, and other possible alarms before beginning.
- Hal's will bring his introduction.

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