

Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

January 23, 2019

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the event contract for the personal services of Alissa Parker with Safe and Sound: A Sandy Hook Initiative, Inc. for speaker services on Wednesday, August 7, 2019.

**APPLICABLE BOARD POLICY:**

01.11: General Powers and Duties of the Board

**HISTORY/BACKGROUND:**

Alissa Parker is the co-founder of Safe and Sound Schools. Alissa's mission is to empower parents and educators about school safety through her personal experience as a Sandy Hook parent and the lessons which can be learned and applied everyday in schools. With the approval of this contract, Alissa will be the keynote speaker at PGA on Wednesday, August 7. Her keynote to the district will continue to keep the focus on the school safety as the school year begins.

**FISCAL/BUDGETARY IMPACT:**

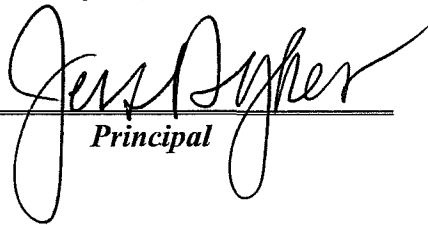
\$6,000.00 from Title IV funds

**RECOMMENDATION:**

Approve the contract for the personal services of Alissa Parker with Safe and Sound: A Sandy Hook Initiative, Inc. for speaker services on Wednesday, August 7, 2019.

**CONTACT PERSON:**

Jess Dykes, Director of Public Information and Community Engagement

  
Principal

  
Director

  
Superintendent

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn

"The Kenton County Board of Education provides Equal Education & Employment Opportunities."



## EVENT CONTRACT

This Contract for the personal services of **Alissa Parker**, herein referred to as **SPEAKER**, on the Date of Engagement defined below is made on this **15th** day of **January 2019** by and between **Kenton County School District**, herein referred to as **PURCHASER**, and **Safe and Sound: A Sandy Hook Initiative, Inc.**, herein referred to as **SASS**, by and through **SASS'S** authorized agent, **Kirkland Productions, Inc.**, herein referred to as **AGENT**.

1. Purchaser Contact Person Name & Title: **Jess Dykes, Director of Public Information and Community Engagement**  
Purchaser Contact E-mail: **Jessica.dykes@kenton.kyschools.us** Purchaser Contact Phone: **859-322-6967**  
Purchaser Mailing Address: **Central Office, 1055 Eaton Drive, Fort Wright, KY 41017**  
Address of Venue (if different from mailing address): **3230 Turkey Foot Road, Edgewood KY 41017**  
Performance Setting: **Indoor Private**

2. SASS shall cause **SPEAKER** to render the Performance or Program on the Date of Engagement at the Venue described below.

**Date(s) of Engagement: Wednesday, August 7, 2019**

**Performance or Program Content: School Safety: A Parent's Perspective**

Arrival/Sound Check Location: **Turkey Foot Middle School**

Arrival/Sound Check Time: **7:30 AM**

Venue: **Turkey Foot Middle School**

Performance or Program Start Time: **8:00 AM**

Length of performance or program: **2 hours**

Event: **Professional Growth Academies**

Anticipated Audience Size: **(350)**

Other Notes: **Contact list of attendees can be provided following summer registration.**

3. **PURCHASER shall pay the Contract Price \$6000** via check or direct deposit to **Safe and Sound: A Sandy Hook Initiative, Inc.**

Deposit of \$3000 due by 3.1.19. Remaining balance due immediately following the Performance or Program of **SPEAKER**.

**PURCHASER shall mail checks to Safe and Sound: A Sandy Hook Initiative, Inc., PO Box 173, Newtown, CT, 06470.** **PURCHASER** shall make direct deposit payments by instructions included with invoice. **PURCHASER** shall not withhold or deduct taxes, fees, or any other amounts from the amounts paid to **SASS**. Late payments will incur a fee of \$25 per day after 30 days from Date of Engagement. **(SASS EIN #46-2723169)**

4. **The following items are to be provided by PURCHASER:**

Hotel Accommodations: YES ☐ NO ☒ Details:

Meals: YES ☒ NO ☐ Details: **Lunch provided at 11:00 AM.**

Air Travel: YES ☐ NO ☒ Details:

Ground Transportation: YES ☐ NO ☒ Details:

*The Contract Price includes Travel Expenses in the amount of \$750.*

**Sound Requirements:** Wireless lavalier microphone, auxiliary input for presentation audio

**Lighting Requirements:** Basic stage lighting

**Other Stage Requirements:** Projector, projector screen. Speaker brings MacBook with all adapters.

**Dressing Room/Green Room Requirements:** 1 bottle of water

**Material Distribution:** If materials will be handed out at Event, **AGENT** requests advance notice and the inclusion of a brochure representing the **SASS** speaker's roster to be included in any distributed materials.

5. **Acceptance:** **PURCHASER** has agreed to the terms and conditions set forth in this Contract, including the **EVENT CONTRACT ADDENDUM** on page 2 as evidenced by the signatures below. If **PURCHASER** requires execution of its own Contract, **PURCHASER** agrees to incorporate all of the conditions herein, and/or attach this as an addendum to **PURCHASER'S** Contract as part of that execution. If there is a conflict between **PURCHASER'S** Contract and this Contract, the terms and conditions of this Contract control. **Executed Contracts must be received by AGENT a minimum of 21 days prior to Date of Engagement in order to honor Contract Price and guarantee the appearance by the SPEAKER on the Date of Engagement.**

Digitally signed by

Gina Polesetsky

Date: 2019.01.17

11:01:26 -08'00'

\_\_\_\_\_  
Signature of **PURCHASER** or **PURCHASER REPRESENTATIVE**

\_\_\_\_\_  
SASS, by signature of **Kirkland Productions, Inc.**, its Authorized Agent

**PURCHASER PRINTED NAME:** Dr. Henry Webb, Superintendent

**PURCHASER PHONE:** 859-344-8888

**TAX ENTITY'S NAME:** Kenton County School District

**Please sign one copy of this contract and e-mail to [booking@kirklandproductions.com](mailto:booking@kirklandproductions.com)**

**CONTRACT ADDENDUM**

1. Except as set forth in this Section 1, either party may cancel the engagement without liability to the other party if the cancelling party cannot perform its obligations under this Contract due to an epidemic, natural disaster, act of any public authority, civil tumult, strike, interruption of transportation services, war or terrorist events, severe weather conditions, or other circumstances beyond the control of the cancelling party (a "Force Majeure Event"), including, for SASS, a serious illness or injury affecting SPEAKER or a member of SPEAKER's immediate family. Upon cancellation of the Date of Engagement for a Force Majeure Event, PURCHASER shall remain liable for Travel Expenses actually incurred by, and not refundable to, SPEAKER. If the PURCHASER cancels the Date of Engagement without prior written consent of AGENT for any reason other than a Force Majeure Event, PURCHASER will be responsible for the entire Contract Price, excluding any Travel Expenses that SPEAKER has not incurred. Cancellation of an outdoor event based on poor, but not severe, weather conditions does not qualify as a Force Majeure Event.
2. If before the Date of Engagement, the PURCHASER has failed to comply with any part of this Contract, the AGENT may cancel the Contract with notice to the PURCHASER, and in such an event, the PURCHASER shall be responsible for the entire Contract Price.
3. AGENT may cancel the Date of Engagement without liability to PURCHASER by giving PURCHASER at least fourteen (14) days prior written notice in order for SPEAKER to render services in connection with media appearances.
4. PURCHASER shall not engage in any audio or visual recording, reproduction, or transmission of SPEAKER's Performance or Program at the Event without the prior written consent of the AGENT. PURCHASER shall make best efforts to ensure that no attendee, journalist, or other third party records or reproduces or transmits SPEAKER's Performance or Program at the event without express written consent of SPEAKER and/or AGENT. SPEAKER's and SASS's name and likeness cannot be used as an endorsement of any product or service without the prior written consent of the AGENT. Should the Performance or Program be videotaped with the prior written consent of AGENT, PURCHASER shall ensure that all rights in and to the taped event are transferred to SASS free of charge and that SASS is provided with, free of charge, one copy of the taped Performance or Program.
5. DISPUTES: This Contract shall be construed in accordance with, and is governed by, the laws of the State of California. The PURCHASER, the SPEAKER, and the AGENT agree that this Contract is entered into in Orange County, California, and that Orange County, California, is a proper venue for any lawsuit relating to this Contract and any such lawsuit shall be filed in Orange County, California, and in no other location. In the event of any legal action with respect to this Contract, the prevailing party in any such action shall be entitled to recover reasonable attorneys' fees, as well as costs and expenses incurred.
6. LIABILITY: PURCHASER shall indemnify, defend, and hold harmless AGENT, SASS, and SPEAKER from and against any and all claims, costs, expenses, or liability for damage or injury to SPEAKER or any other person or property in connection with SPEAKER's engagement, including set up and/or take down. AGENT acts herein only as AGENT for the SPEAKER and SASS and has no liability for SPEAKER's acts or omissions. Neither PURCHASER nor SASS nor SPEAKER will name or join AGENT in a party in any civil action or suit arising out of, in connection with, or related to this Contract or its Performance or Program. SPEAKER's, SASS's, and AGENT's maximum combined liability in connection with this Contract is limited to an amount equal to all sums paid by PURCHASER to SASS under this Contract.
7. MISCELLANEOUS. This Contract constitutes the entire agreement of the parties hereto and supersedes in their entirety all prior representations, understandings, undertakings, agreements, or contracts (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof. This Agreement may be amended only upon the mutual written consent of the parties. This Contract is intended to bind and inure to the benefit of and be enforceable by the parties and their respective successors, assigns, heirs, executors and administrators. The invalidity or unenforceability of any provisions of this contract will not affect the validity or enforceability of the remaining provisions of the contract, which will remain in full force.
8. PROMOTIONAL MATERIALS: PURCHASER shall send any promotional emails, flyers, or other marketing materials created for SPEAKER'S engagement to Susan Parziale for approval before distribution: [sparziale@safesoundschools.org](mailto:sparziale@safesoundschools.org)

\_\_\_\_\_  
PURCHASER initials and date

\_\_\_\_\_  
AGENT initials and date

Digitally signed  
by Gina

*Gina K. Polesetsky* Polesetsky

Date: 2019.01.17

11:01:40 -08'00'

**Payment is to be made to: Safe and Sound: A Sandy Hook Initiative, Inc., and mailed within one (1) business day of the performance to: Safe and Sound: A Sandy Hook Initiative, Inc., PO Box 173, Newtown, CT, 06470. EIN #46-2723169**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2018

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 Brown & Brown of PA 125 E Elm Street Suite 210 Conshohocken PA 19428	CONTACT NAME: BB of PA NAME PHONE (A/C, No, Ext): (484) 567-0150 FAX (A/C, No): (484) 567-0158 E-MAIL: name@bbofpa.com ADDRESS: name@bbofpa.com
INSURED Kirkland Productions, Inc. 6711 Katella Ave 2nd Floor Cypress CA 90630	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 18058

## COVERAGES

CERTIFICATE NUMBER: 18/19

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 <input checked="" type="checkbox"/> PD DED \$250 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PEPK1745486	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

MemberID: C170802 Venues have Additional Insured status per attached form CG-2010, which is included in the policy, while the Named Insured is "on premises".

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Insurance

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

James Toennies/KYLE

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any persons or organizations as required by written contract executed prior to a loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.