

**JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and American Program Bureau, Inc. (hereinafter "Contractor"), with its principal place of business at One Gateway Center, Suite 751, Newton, MA 02458.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail. The APB Contract is attached hereto and incorporated herein. In the event of a conflict between the terms of American Program Bureau, Inc. Contract and the terms of this Contract, the terms of this Contract shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Keynote speaking on August 3, 2022, as described in the attached American Program Bureau, Inc. Contract.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	\$21,000
Progress Payments (if not applicable, insert N/A):	\$10,500 Deposit Due 06/08/2022 Balance Invoice due 8/03/2022
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	Grant Funding

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on June 8, 2022 and shall complete the Services no later than August 3, 2022, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

The Services shall be performed by Steve Pemberton, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. ~~Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.~~

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any

person, firm, or corporation, including the Contractor himself directly caused by gross negligence of the Contractor in connection with the performance of this Contract. ~~Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract.~~ This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and ~~professional errors and omissions coverage with minimum limits of \$1,000,000.~~ Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the

specified effective date subject to the terms outlined in the attached APB Contract. ~~The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.~~

ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole ~~or any part of this~~ Contract, if Contractor materially breaches any provision of this Contract, ~~or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.~~

ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII Contractor's Work Product

~~Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.~~

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

For clarity, the provisions of this section apply only to reports, information, data, etc. given to Contract by the Board or material specifically prepared and assembled by the Contractor for the Board, unique to the Board. These provisions do not apply to the Contractor or speaker's personal notes or speech generally, to the extent it is not specific to the Board.

ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of June 8, 2022.

Contractor's Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF
EDUCATION

American Program Bureau, Inc.
CONTRACTOR

By: _____

By: Allyse Blauvelt

Title: Martin A. Pollio, Ed.D.
Superintendent

Allyse Blauvelt, Esq.
Title: In-House Counsel & Contract
Administrator

Cabinet Member: Carolyn Callahan

(Initials)

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: **Author/Motivational Speaker**

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Suzanne Wright

Print name of person making Determination

Central Office

School or Department

Signature of person making Determination

Date

American Program Bureau, Inc.

Name of Contractor (Contractor Signature Not Required)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011



American Program Bureau, Inc.
One Gateway Center, Suite 751, Newton, MA 02458
Phone: 617.614.1600 Fax: 617.965.6610 apbspeakers.com

Date 06/06/2022

Contract: 81929-R

Agent: Laura Obermann

REVISED CONTRACT

CLIENT:

Jefferson County Public Schools

PRIMARY CONTACT:

Ms. Carolyn Callahan
VanHoose Education Center
3332 Newburg Road
Louisville, KY 40218
United States

Phone: 502.338.5377

Email: carolyn.callahan@jefferson.kyschools.us

SPEAKER:

Steve Pemberton

DATE OF PROGRAM:

08/03/2022

TIME: 09:30 AM

FEE:

\$21,000.00 inclusive of expenses outlined below.

TRAVEL / EXPENSES:

Airfare, all ground transportation, hotel, and meals are included in the fee to Client.

TOPIC:

Lighthouse Leadership

SCHEDULE:

9:30am

Speaker Arrives On Site/Tech Check

10:00am - 10:45am

Keynote Speech followed by moderated Q&A; Exact format TBD on conference call

11:00pm - 12:00pm

Book Sale and Signing - Optional if Speaker has to get to the airport

The client may record entire presentation for archival purposes. This recording will be stored privately and is not posted publicly.

Speaker will create a short self-made promotional video to be used in promotion of your event. Client will provide talking points for this video. Speaker to get copy to APB/Client within 2 weeks after contract execution.

Speaker agrees to participate on a conference call in advance of event to discuss topic and program details.

VENUE:

TBD
Louisville, KY
United States

AUDIENCE:

1,000 Administrators and District Leaders

SPECIAL REQUIREMENTS:

Unless previously discussed with your APB agent, copies of Mr. Pemberton's memoir: "The Lighthouse Effect" must be on-site for sale and signing following the presentation. To coordinate book sales please reach out to Tai Robinson at tai@talrobstrategy.com. No recording or posting of Speaker's remarks is allowed.

TECHNICAL REQUIREMENTS:

If this is an in-person event, Mr. Pemberton will bring a PowerPoint presentation (no embedded videos or audio) on a flash drive. For both in person and virtual events, Mr. Pemberton will send his presentation approximately five days prior to the event.

For In person events, also please provide:

- A laptop, projector, screen(s) and a clicker to advance slides
- A lavalier microphone
- A podium

PAYMENT:

\$10,500.00 Deposit Invoice due on or before 06/08/2022

\$10,500.00 Balance Invoice due on or before 07/13/2022

INVOICE: Carolyn Callahan

Jefferson County Public Schools
VanHoose Education Center
3332 Newburg Road
Louisville, KY 40218
United States

Please make checks payable to American Program Bureau, Inc. (Fed ID #04-2371423)

CLIENT

AMERICAN PROGRAM BUREAU, INC.

AUTHORIZED SIGNATURE:

AUTHORIZED SIGNATURE:

NAME & TITLE:

NAME & TITLE:

This Agreement is subject to the additional terms and conditions set forth on the following pages.
The individual signing this Agreement warrants that he/she signs as a duly authorized representative of the Client.

1. **Parties:** This Contract ("Contract") is between American Program Bureau, Inc., ("APB") and the Client as designated on the first page of this Contract ("Client") the parties (individually "Party" and collectively "Parties") to this Contract.
2. **Speaker:** The Speaker as designated on the first page of this Contract ("Speaker") is not a party to this Contract. Speaker is an Independent Contractor and is not an employee of APB. Speaker and APB are not in a principal/agent relationship. APB has confirmed Speaker's availability and APB is entering into this Contract in reliance upon these and other representations made by the Speaker to APB, whether in writing or otherwise. APB's authority to speak for the Speaker is strictly limited to the terms of their mutual contract. APB's relationship with Speaker is further limited to that of a booking company only. APB shall not be responsible in any manner for any claims of harm or damage to persons or property caused by or related in any way to the Speaker, the Speaker's agents, invitees, servants, principals, successors, employees, employers, and/or representatives of any kind or any acts, omissions, statements, or any commitment made by the Speaker or by the Client to each other. Any diversion by the Speaker from any agreed upon topic shall not be considered a breach of contract.
3. **Client:** The Client and APB are not in a principal/agent relationship with respect to one another. APB's relationship with the Client is strictly limited to that of a booking company for Speaker only. No additional activities shall be planned by the Client nor expected of the Speaker unless expressly contained in this Contract. Any change by the Client in the nature of this Contract shall constitute a breach of this Contract unless agreed upon in writing by the Parties hereto.
4. **Payment:** Any payments of the Fee as designated on the first page of this Contract ("Fee"), travel expenses and costs not paid when due will be considered a default and breach of this Contract. Notwithstanding any other provision to the contrary, the Fee is understood to be for the keynote address, speech, lecture, Virtual Event (as hereinafter defined) or main performance only. Any and all ancillary activities including but not limited to those stated on the first page of the Contract, are not material to this contract. Any such ancillary activities performed by the Speaker or APB are strictly gratuitous and may not be relied upon or considered an amendment of this Contract.
5. **Taxes and Compliance Fees:** Client agrees to pay any and all federal, state, and local rental, amusement, sales, permits or other such taxes, other than income taxes, and fees to obtain all necessary licenses and insurance in connection with hosting the event pursuant to this Contract and any insurance the Client deems it necessary for its performance of the terms of this Contract.
6. **Force Majeure:** In the event that the performance of any obligation under this Contract by APB, Speaker and/or Client is temporarily prevented or delayed due to acts of God, exchange controls, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, or lockouts, transportation interruption or delays, Speaker illness, government mandated quarantines and shutdowns, pandemics, epidemics and any other reasons which Speaker or APB reasonably believe is beyond Speaker's control ("Force Majeure Condition"), APB, Speaker and/or Client shall promptly notify the other Party immediately upon receiving information as to the existence of a Force Majeure Condition affecting this Contract and such Party shall not be responsible to the other Parties for delay in performance of its obligations pursuant to this Contract. All Parties agree that this clause shall suspend, but not excuse, all Parties from the performance of their obligations pursuant to this Contract, and that full performance shall occur as soon as practicable on a date mutually agreed upon by the Parties after the Force Majeure Condition is no longer present. Further, Client agrees to pay any additional travel expenses and cost incurred by the Speaker as a result of a Force Majeure Condition in addition to the travel expenses and costs Client is required to pay pursuant to the terms of this Contract.
7. **Delays:** Should the Speaker be delayed, APB will use its best efforts to notify the Client. Notwithstanding any provisions to the contrary, should the Speaker be delayed but arrive and present his/her keynote address, lecture, speech, Virtual Event, or main performance or is willing to present his/her keynote address, lecture, speech, Virtual Event, or main performance, the Fee, and all travel expenses and costs, shall be due, if not already paid, immediately in full to APB on behalf of the Speaker, without setoff. In the event that the Speaker is delayed and is unable to attend the event, any deposits paid by Client toward the Fee shall be returned and this Contract shall be null and void without further recourse or claims for damage, liability or harm by the Client whatsoever. In the event of a delay, APB and Speaker shall not be liable to the Client in any manner and any such delay shall not be considered a breach of contract.
8. **Substitution:** If for any reason the Speaker cannot attend the event for reasons other than a Force Majeure Condition, APB will use its best efforts to notify the Client and shall arrange for a mutually agreeable change of date or time. In the event that a change of date or time cannot be mutually agreed upon, APB will use its best efforts to obtain a replacement speaker for the Client. A replacement speaker's fee may be higher or lower than the original speaker's fee. Upon Client's agreement of the replacement speaker a new contract will be issued. In the event that a replacement speaker could not be obtained or agreed upon, all deposits toward the Fee paid by Client will be applied to another event or, at the Client's option, refunded in full satisfaction of any and all obligations of APB and Speaker to the Client and this Contract shall be null and void without any further recourse or claims for damage, liability or harm by the Client whatsoever.
9. **Client Cancellation and Breach:** Should the Client cancel the Speaker's performance more than ninety (90) days prior to the event, fifty (50%) percent of the total Fee shall be forfeited and immediately due if not previously paid to APB. Should the Client cancel the Speaker's performance ninety (90) days or less prior to the event, the full contracted Fee shall be forfeited and immediately due if not previously paid to APB. In the event of any such cancellation all travel expenses and costs incurred by APB or the Speaker which are non-refundable, shall be immediately due and payable by Client to APB. Additionally, Client shall be liable for all damages and harm to APB and the Speaker arising from Client's breach of this Contract and Client's failure to perform any of the terms of this Contract. The forfeiture of any portion of the contracted Fee shall not act as a limitation of damages under this Contract. In the event of Client's breach or Client's failure to perform under the terms of this Contract, Speaker shall not be obligated to perform under this Contract.
10. **Cancellation for Cause:** In the event that any information comes to the attention of APB which raises a reasonable doubt as to the Client's ability to meet its obligations under this Contract or which results in a reasonable belief that Speaker's reputation or APB's reputation, would be negatively impacted by the association created by completion of this Contract, APB shall have the immediate right to either: (a) Request any assurances or actions from Client that will alleviate the reasonable doubt raised or mitigate the reasonable belief created. Such assurances or actions may include, but are not limited to, advance payment, personal guarantees, public information releases in the form of press releases, retractions or other media notices; or (b) APB, on behalf of Speaker, may cancel this event, in APB or the Speaker's sole reasonable opinion no such assurance or action could alleviate or mitigate the effects of the information obtained. The parties hereto expressly agree and acknowledge that APB and Speaker's reputations and public image have an intrinsic value and that the defense of these items is of utmost concern and importance. Actual damages in the event of such an association as described above would be extremely difficult or impracticable to ascertain and the termination of all obligations herein without recourse is reasonable in light of an anticipated loss caused by such an association and the difficulties of proof of loss.
11. **Confidentiality:** Other than as may be required by applicable law, government order or regulation; or by order or decree of the court, the Parties agree that neither of them shall publicly divulge or announce, or in any manner disclose, to any third party, any of the specific terms and conditions of this Contract, including specifically all financial terms; and both Parties warrant and covenant to one another that none of their officers, directors, employees or agents will do so either.

12. **Advertising:** The Client may not advertise, publicize or promote the Speaker's attendance or performance at the event until the Contract is fully executed by both APB and the Client, APB has received the required deposit and APB has subsequently authorized the Client in writing to advertise, publicize or promote the Speaker's attendance or performance at the event. All advertising and promotion of the Speaker if authorized shall cease on the day of the event.

13. **Facility:** Client agrees to furnish a suitable place for the event, properly lighted, well heated/or cooled, with all the necessary accessories, including microphones and amplification, in proper working condition. Client agrees to limit the audience to no more than the legal number permitted at the place of the event. Client is solely responsible for ensuring compliance with any and all local, municipal, city, state and federal laws, rules, codes and regulations necessary for hosting this event and ensuring the safety of the attendees and the Speaker.

14. **Reproductions:** Except as otherwise stated herein: (i) The content of the Speaker's speech, presentation, Virtual Event, and materials provided remain the intellectual property of the Speaker; (ii) Speaker reserves all rights, title and interest including without limitation copyrights for the Speaker's presentation and materials provided by Speaker and any broadcast, recording, videotape, podcast, webcast, reproduction or rebroadcast in any manner, form or medium; (iii) No lecture, appearance, or performance of this "event" is to be broadcast, recorded, videotaped, podcast, webcast or otherwise reproduced in any manner, form or medium, without prior written permission from APB or the Speaker; and (iv) If written permission is given, a copy of any broadcast, recording, videotape, podcast, webcast or other reproduction must be sent to APB within 10 days of such reproduction and prior to public disbursement with sufficient reasonable time for review of said copy. The content of Speaker's speech, Virtual Event or performance shall not be deemed the moral learning or opinions of APB.

15. **Virtual Events:** If the event specified in this Contract is to be conducted online, pre-recorded, through any means other than an in-person presentation by Speaker, or if the event is initially planned as an in-person presentation and subsequently converted to online form ("Virtual Event"), the terms of this Contract shall be supplemented by the terms in this paragraph. Client agrees to pay for and provide a reliable technology platform (hereinafter, "Virtual Platform" or "Platform") suitable for both audience and Speaker use, and any necessary technical requirements required for hosting the Virtual Event. The Client is responsible for training Speaker on the use of the chosen platform and shall work with Speaker to ensure all necessary technical elements are tested in advance of the Virtual Event. If requested, Client shall be available at a mutually agreed upon time to conduct a video test, at Speaker's election. Client will make best efforts to ensure there are no delays, delivery failures, viruses, hacker intrusions or other damage resulting from use of the Platform and agrees to take full responsibility for the production, technical aspect and quality of the Virtual Event and/or Recording. If an unrecoverable platform, connectivity failure, equipment failure, faulty transmission, or any other similar technical malfunction occurs (hereinafter, "Technical Delay"), prior to the Speaker's presentation, APB and Client agree that full performance shall occur as soon as practicable after the Technical Delay is no longer present, subject to Speaker availability and terms. Notwithstanding any provisions to the contrary, in the event of any such Technical Delay, the Client shall remain liable to APB for the full fee as specified in the Contract. If a Technical Delay occurs during the Speaker's Presentation that prevents the Speaker from completing and/or performing his/her contracted duties, the Client is liable for the full fee. Client is solely responsible for ensuring compliance with the provisions of all relevant data protection laws, legislation, and regulations in respect to privacy and personal data protection. APB and Speaker shall not be responsible for any delays, delivery failures, viruses, hacker intrusions or other damage resulting from the use of the Platform. APB makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, or completeness of the Virtual Event.

16. **Intentionally Omitted.**

17. **Public Portrayals:** Speaker's name, image, biographical information or likeness may not be used in any manner including but not limited to as an endorsement or promotion of any product, service, group, or opinion without prior written permission from APB or the Speaker. Client shall act in an ethical and socially responsible manner at all times with respect to the event and the Speaker.

18. **Miscellaneous Provisions:** This Contract and the attached Jefferson County Public Schools Contract for the Procurement of Professional Services constitutes the entire agreement and understanding of the Parties hereto with respect to the matters described herein, and supersedes any and all prior and/or contemporaneous agreements and understandings, oral or written, between the Parties. This contract is not assignable in whole or in part by any Party without the written agreement of the other. A waiver of a breach of any provision of this Contract or failure to enforce any such provision shall not operate or be construed as a waiver of any subsequent breach of any such provision or of a right to enforce any such provision. No act or omission shall constitute a waiver of any rights hereunder except for a written waiver. Whenever possible, each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.