

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

# Issue Paper

**DATE:**

January 27, 2025

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Contract between Dixie Heights High School and The Mental Game for an onsite presentation for students on 3/31/25.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

Dixie Heights will be hosting school wide presentation with Brandon Saho of The Mental Game. The emphasis will be on mental health and the stigmas associated with mental health and how to care for yourself in regards to mental health. Brandon Saho has a national podcast on mental health.

**FISCAL/BUDGETARY IMPACT:**


The cost of the program is \$3400.00 plus approximately \$600.00 in travel costs. Funds will be paid from Dixie Heights High School YSC grant.

**RECOMMENDATION:**


Approval Contract between Dixie Heights High School and The Mental Game for an onsite presentation for students on 3/31/25.

**CONTACT PERSON:**

Roger Stainforth/Teresa Catchen/Gina Ledbetter

  
Principal/Administrator

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.

# INVOICE



**The Mental Game**

3068 Jessup Rd, Cincinnati, OH 45239, UNITED

STATES

brandon@mentalgamepodcast.com; Website:

mentalgamepodcast.com

**Invoice No#:** 0056

**Invoice Date:** Jan 20, 2025

**Due Date:** Feb 19, 2025

**\$3,400.00**

**AMOUNT DUE**

## **BILL TO**

Dixie Heights High School

Andrew Wise

3010 Dixie Highway, Edgewood, KY 41017,

UNITED STATES

andrew.wise@kenton.kyschools.us

#	ITEMS & DESCRIPTION	PRICE	AMOUNT(\$)
1	The Mental Game Live Program (2) \$1700 programs.	\$3,400.00	\$3,400.00
		Subtotal	\$3,400.00
		<b>TOTAL</b>	<b>\$3,400.00 USD</b>

## **SERVICES AGREEMENT**

This Agreement ("Agreement") is made on March 4, 2025 between The Mental Game LLC, an Ohio Limited Liability Company, or its successor in interest with its principal offices at 3068 Jessup Road, Cincinnati, Ohio 45239, hereinafter referred to as "Speaker" and Dixie Heights High School, with its principal offices at 3010 Dixie Hwy, Edgewood, KY 41017 hereinafter referred to as the "Organizer."

**Whereas**, Speaker has a background in professional speaking, motivational and inspirational keynote speaking, workshops and seminars and is willing to provide services to Organizer based on such background.

**Whereas**, Organizer desires to retain Speaker as an independent contractor to provide speaking services more fully described in this Agreement.

**NOW, THEREFORE**, in consideration of the premises, mutual covenants and conditions herein set forth, the parties agree as follows:

**Appointment as Independent Contractor.** Organizer appoints Speaker to provide speaking services ("Services") and Speaker accepts such appointment. Speaker shall provide the Services specified in this Agreement. Speaker will commit sufficient time, staff, and resources to ensure the successful performance of the Services. Nothing in this Agreement shall constitute or be construed as constituting or tending to create an agency, partnership, master-servant, or employer-employee relationship between the Organizer and the Speaker. Speaker shall not be liable for any unauthorized act or omission of the Organizer, nor for any unauthorized obligation or debt incurred by the Organizer.

**Representations and Warranties.** Speaker represents and warrants to the Organizer that Speaker is skilled, experienced, and qualified to supply the Services in a highly professional manner. The execution, delivery, and performance of this Agreement by the Organizer will not result in any breach of or default under any term or provision of any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation to which the Organizer is a party or by which the Organizer may be bound or which applies to Speaker's performance of the Services. Organizer, through the undersigned below, warrants that it has full right, power, and authority to enter into this Agreement.

### **Event Details:**

Event Name: The Mental Game

Event Date/Time: 3/31/2025 at 9:00 a.m and 12:30 p.m.

Duration of Speech: (2) – 60 minute student sessions

**Services:**

Speaker agrees to deliver the speech as described above, providing insightful and engaging content relevant to the agreed-upon topic.

**Compensation:**

Fee: Speaker will be compensated with \$3,400.

Payment Terms: Payment will be made on a net 30 basis from the date of contract execution.

Expenses: The Speaker's travel expenses will be covered by the Organizer.

Speaker will be responsible for all federal, state, and local taxes, including estimated taxes and social security, unemployment and worker's compensation reporting for Speaker or any employees or agents of Speaker. Nothing in this Agreement will be construed as changing the independent contractor status of Speaker.

Speaker is not an employee for any purpose, including but not limited to federal and state taxation, and Speaker is not entitled to any of the benefits that the Organizer may provide to its employees. Speaker does not have the right to bind the Organizer to transact any business or to make any promise or representation on behalf of the Organizer.

Speaker hereby acknowledges that Speaker is not entitled to worker's compensation benefits, unemployment compensation benefits, or any other benefits or protections from the Organizer that may otherwise accrue from an employer-employee relationship.

If applicable, the Organizer will provide Speaker a 1099 Tax Form or any other appropriate tax form at the end of each tax year. Speaker acknowledges the need to and is responsible for reporting income received and payment of all related taxes. No W-2 form will be received by Speaker from the Organizer. Further, the Organizer will not have any taxes withheld from any payments issued to Speaker.

Speaker agrees to provide the Organizer within thirty (30) days of the execution of this Agreement, a W-9 form or any other necessary tax form upon request of the Organizer.

**Organizer Cancellation:**

In the event of a cancellation by the Organizer, written notice must be provided to the Speaker at least thirty (30) days prior to the scheduled event date. Cancellations made with less than thirty (30) days' notice will be subject to the cancellation fees as outlined below.

If cancellation occurs within thirty (30) days of the event, the Organizer agrees to pay fifty percent (50%) of the total fee outlined in this Agreement.. If cancellation occurs within fourteen (14) days of the event, the fee payable will be one-hundred percent (100%) of the total fee outlined in this Agreement.. This fee compensates the Speaker for the Speaker's preparation time and potential loss of alternative engagements. In lieu of cancellation penalties, options for rescheduling the event within twelve (12) months of the original date will be provided, subject to the Speaker's availability. The original fee may be applied to the rescheduled event.

In the event of any cancellation by the Organizer, the Organizer agrees to reimburse the Speaker for any non-refundable travel or accommodation expenses already incurred. Proof of such expenses will be provided by the Speaker upon request.

**Speaker Cancellation:**

Should unforeseen circumstances arise, the Speaker reserves the right to cancel this engagement. Such circumstances include but are not limited to personal emergency, illness, or unavoidable conflicts. Should such a situation occur, the Speaker will provide the Organizer with as much notice as possible. In the case of cancellation by the Speaker, the Speaker agrees to refund any fees already paid by the Organizer for the engagement, minus any non-refundable expenses incurred. The Speaker may also, at their discretion and with the Organizer's agreement, offer to reschedule the engagement for a mutually agreeable date at no additional cost.

**Force Majeure:**

Neither party shall be liable for any failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, or government restrictions. In such cases, the parties may mutually agree to reschedule the event or cancel the engagement without penalty.

**Dedicated Staff Assistance:**

The Organizer must provide a dedicated staff member to guide Speaker upon arrival at the venue and throughout his time there until his departure. The contact information of the dedicated staff

member must be provided to Speaker no later than seven (7) days prior to the speaking engagement.

**Counselor/Psychologist Presence:**

The Organizer agrees to ensure that at least one (1) school counselor or psychologist is present during the program to address any student needs that may arise throughout the program.

**Pre-Show Questionnaire:**

The Organizer agrees to complete a pre-show questionnaire provided by Speaker, indicating details related to production, content, and other components of the program. This questionnaire must be completed and returned to Speaker no later than seven (7) days prior to the engagement.

**Production and Hospitality Requirements:**

The Organizer agrees to meet all requirements as specified in the Production and Hospitality Riders attached to this Agreement. If the Organizer is unable to fulfill any part of these requirements, they must inform the Speaker at least seven (7) days before the speaking date.

**Promotion and Usage:**

The Speaker agrees to provide the Organizer with necessary promotional materials for the event, including but not limited to invitations, flyers, and logos. These materials are to be used by the Organizer for the purpose of promoting the speaking engagement. If the Organizer has any special requests for additional promotional materials or specific formats, the Speaker will endeavor to accommodate these requests to the best of their ability, subject to reasonable feasibility and sufficient notice provided by the Organizer.

**Merchandise Pop-Up Shop:**

The Speaker will set up a pop-up shop for the purpose of selling merchandise. This setup is to occur no earlier than thirty (30) minutes prior to the commencement of the scheduled speaking presentation and to continue for up to thirty (30) minutes following the conclusion of the program. The Speaker shall be responsible for all aspects of the pop-up shop, including but not limited to the setup, operation, and subsequent dismantling. All activities related to the pop-up shop must comply with Organizer rules and regulations. All revenues generated from the pop-up shop shall be retained by the Speaker. The Speaker agrees to indemnify the Show Organizer against any losses or damages arising from the operation of the pop-up shop.

**Recording and Photography:**

The Speaker is authorized to record video and take photographs during the event, which may include attendees and staff in attendance. Organizer is responsible for managing needs of individuals who have objections related to being recorded or photographed including obtaining written permission from parents or guardians for attendees under the age of 18, and direct permission from those over the age of 18.

**Confidentiality:**

Any confidential information shared by either party during the preparation or execution of this event will remain confidential.

**Arbitration:**

Any disputes arising out of or relating to this Agreement, the content or the relationship between or among the Parties, shall be submitted to binding arbitration pursuant to the CPR Rules for Non-Administered Arbitration. The Arbitrator's award shall be final and binding, and judgment may be entered thereon in any court having jurisdiction thereof. The Organizer shall pay all arbitration and court costs, reasonable attorney fees and legal interest on any award or judgment in favor of Speaker.

**Savings Clause:**

If any provision hereof is declared void or unenforceable by any court or other authority of competent jurisdiction, all other provisions or portions of provisions hereof will remain in full force and effect. This Agreement is deemed to be drafted by both Parties.

**Governing Law:**

This Agreement will be governed by and construed in accordance with the internal laws of Ohio without reference to its principles of conflicts of law and the Parties hereby irrevocably submit to jurisdiction in Ohio and venue in Hamilton County, Ohio.

**Waiver:**

The waiver by either party of the breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach. Any waiver must be in writing and sent by registered mail, postage prepaid in order to be effective.

**Entire Agreement.**

This Agreement will be deemed to have been created by both parties and will not be interpreted against or in favor of one party. This Agreement is the entire understanding between and among the Parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement, and it may be amended only by means of a written instrument signed by both parties. This Agreement will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.**

**Signatures:**

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Brandon R. Saho  
Host, Creator  
The Mental Game LLC  
Date:

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Edwin J. Corporan  
Manager  
The Mental Game LLC  
Date:

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Signers Name:  
Dixie Heights High School  
Date: