

SPEAKER AGREEMENT

DR. JACKIE JOSEPH BUZEK

This Agreement is between Eastern Upper Peninsula Intermediate School District (hereafter “Company”), and Dr. Jackie Joseph (hereafter “Speaker”) (collectively the “Parties”, or in the singular “Party”), for the purpose of Speaker providing personal speaking/workshop/consultation services. This Agreement shall become effective upon the date of both Parties’ signatures below (“Effective Date”).

PARTIES

Company

315 ARMORY PLACE
SAULT STE. MARIE, MI 49783
906-632-3373
<https://www.eupschools.org>

SPEAKER

Dr. Jackie Joseph Buzek
jackiejosephbuzek@gmail.com
Centennial, CO
724-787-2406

PAYMENT

Total Amount of Services: \$8800.00 + Travel, Invoiced Monthly

EVENTS

1. August 28, 2023: Half Day training/facilitated discussion for leadership (\$1000)
2. August 29, 2023: Full Day training for area providers (\$3000)
3. Date TBD Spring 2024: Topic to be determined by initiative leadership based on leader/provider priorities and preferences (\$3000)
4. Monthly 1-hour collaboration Zoom calls with leaders and/or providers to offer support around ongoing challenges beginning August 2023 (prior to August in-person events) (\$200/1 hour Zoom call)

Event Location: Lake Superior State University (LSSU)
Time of Speech: TBD

TERMS AND CONDITIONS

1. Speaker Compensation

Company shall reserve the time and date of Speaker's services by signing and returning this Agreement. All invoices be paid within 30 days. Speaker will submit invoices via email to rdenis@eupschools.org In the event Company fails to remit payment as specified, Speaker shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid as liquidated damages, and will not attend future events.

Company also agrees to compensate Speaker with all travel fees indicated in Section 2 and with complimentary registration to the conference or event. Speaker will pay for all travel costs upfront and will invoice Company for reimbursement. Reimbursement shall be paid within 30 days of invoice.

2. Travel Fees

Speaker shall be entitled to reimbursement for travel expenses including: parking at Denver International Airport/flights convenient for Speaker's schedule, rental car and/or ground transportation, gas, and lodging 1 night before first speaking event, during speaking event(s), and night of final speaking obligation. Any travel reimbursement expenses will be reflected in the final invoice.

3. Coverage

Speaker coverage includes two visits to Michigan to present one half day and two full days (1.5 days in August; 1 day in Spring 2023 TBD) on the topic on high-quality inclusion. Speaker shall not be required to be present after hours from 5:00pm to 8:00am each evening of the event. Additional coverage hours may be added and must be paid in full before Speaker is obligated to work additional hours.

4. Work Relationship

Speaker and Company agree and understand that Speaker is an independent contractor. No portion of this Agreement or any previous or subsequent dealings should be interpreted as establishing or attempting to establish an employer-employee relationship. Speaker understands and agrees that they are entirely liable and responsible for all taxes and fees associated with any potential income which may derive from this work. Company withholds no taxes for Speaker and will provide a 1099-NEC form to Speaker at the end of the year, if necessary.

5. Communication

Speaker's primary source of communication is through their email jackiejosephbuzek@gmail.com. At least one week before the speaking event date, Speaker will email Company any necessary information related to their travel, phone number, tech rider, and any other additional needs.

6. Intellectual Property

All speaking topic outlines and slides, and any other work created by Speaker in relation to this Agreement is the exclusive and sole property of the Speaker and are protected by United States Copyright Laws (USC Title 17). Company may never sell or distribute Speaker's talk or slides without prior written approval from Speaker. With Speaker's prior written approval, Company agrees to notify all Event guests of Speaker's copyright ownership over slides before distribution of slides to guests. Company further agrees that Speaker's presentation shall not be recorded or distributed without prior written approval from Speaker.

7. Cancellation by Company

If for any reason Company cancels this Agreement more than 30 days before the Event, Company will not be responsible for any fees for services planned after 30 days from Company's cancellation. Cancellation must be made in writing, signed by the contracted Party, and sent via email, pursuant to the Notice provision in Section 29. Confirmation of receipt of notification email by Speaker must be obtained. If Company fails to supply written cancellation as specified before the Event or cancels within 30 days of Event, Company shall be required to pay the full balance due.

8. Rescheduling by Company

In the event that Company reschedules the Event and Speaker is able to rebook the original Event date for the fee Company contracted under this Agreement or any amount above that fee, Company will receive credit for all monies already paid. Notification of rescheduling must be made in writing by Company and sent via email, pursuant to the Notice provision. Confirmation of receipt of notification email by Speaker must be obtained. Credit may be applied *only* to event coverage within one year of original date, provided Speaker is available. In the event that Company reschedules the Event and Speaker is not able to rebook the original date, if Company fails to supply written rescheduling notification 30 days before the Event date, Company shall be required to pay the full balance due.

9. Cancellation of Services by Speaker

In the event Speaker determines, in its sole discretion, that it cannot or will not perform its obligations under this Agreement due to circumstances including, but not limited to, injury, major illness/hospitalization or death of family member, pregnancy, military orders, religious obligations, or other personal emergencies, it will:

1. Immediately give notice to Company;
2. Speaker will issue a refund or credit based on a reasonably accurate percentage of services rendered; and
3. Excuse Company of any further performance or payment obligations under this Agreement.

10. Posting on Social Media

If Company or Company's agents post a photograph on social media during or after the event, it may tag @JackieJosephBuzek.

11. Duty of Speaker to Promote Event

Under no circumstances will Speaker be obligated to promote the event.

12. Duty of Company to Promote Speaker

Company may promote Speaker to its attendees/registrants as much as practicable prior to and during the event.

13. No Guarantees

Company does NOT make any guarantees as to the results, including business, financial, email list building, or other gains, for Speaker agreeing to present at Event. Company further does NOT make any guarantees as to the number of attendees/registrants of Event.

14. Inclement Weather

If inclement weather or other adverse conditions prevent Speaker from arriving to the Event location in a safe manner, or if flights are delayed, Speaker shall notify Company as soon as practicable. Company is required to pay for any changes in Speaker's travel/flights in the event it is necessary. Company will hold Speaker harmless from any loss, claim, damage or liability of any kind involving Speaker's inability to attend the event due to unforeseen flight delays or inclement weather.

15. Model Release

This Agreement serves as a limited model release giving Company the right to use photographs of Speaker for event promotion only. Company may never sell Speaker's likeness, name, or images for advertising, trade, promotion, exhibition, or any other event. Speaker waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Company and its agents.

16. Insurance

Company and Company's event venue should be insured for liability protection. Such protection applies to Company, the venue, employees and contractors.

17. Sale of Items

Sale of any souvenir items, programs, books, or other items by Speaker shall not be permitted at any time during the Event.

18. Harassment

Company shall ensure the appropriate behavior of all attendees and other persons at the event covered by this Agreement. In the event Speaker experiences any inappropriate, threatening, hostile or offensive behavior from any attendee or other person at the event (including, but not limited to, unwelcome sexual advances and verbal or physical conduct of a sexual nature) then Speaker shall be allowed to immediately terminate their speaking obligations and leave the event. Speaker shall be entitled to retain all monies paid and Company agrees to relieve and hold Speaker harmless as a result of incomplete speaking responsibilities.

19. Representations and Warranties

Speaker represents and warrants to the Company the following:

1. All information and content presented by Speaker is truthful and does not infringe on any copyrights.
2. There is no employment or other contractual obligation to which the Speaker is subject, which prevents the Speaker from entering into this Agreement or from performing fully the Speaker's duties under this Agreement.
3. Speaker understands that it is their responsibility to use their own equipment. Company is not responsible for any issues or repairs associated with Speaker's equipment.

20. Non-Disparagement

Company and the Speaker agree that, at all times during this Agreement and in perpetuity, they shall use reasonable and good faith efforts to ensure that neither party engages in any vilification of the other, and shall refrain from making any false, negative, critical or disparaging statements, implied or expressed, concerning the other, including, but not limited to, management style, methods of doing business, the quality of products and services, role in the community, or treatment of Speakers. The Parties further agree to do nothing that would damage the others business reputation or goodwill; provided, however, that nothing in this Agreement shall prohibit either Party's disclosure of information which is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other regulatory body of competent jurisdiction.

21. Indemnification

Each Party hereby agrees to indemnify and hold harmless the other Party and its officers, directors, employees, consultants, contractors, and agents from and against any and all losses, damages, liabilities, expenses and costs, including reasonable legal expenses and attorneys' fees, to which the other may become subject as a result of any claim, demand, action or other legal proceeding by any third-party to the extent such losses arise directly or indirectly out of activities performed by the other Party pursuant to this Agreement, except to the extent such losses result from the gross negligence or willful misconduct of a Party.

22. Force Majeure

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control that are unforeseen and unpredictable at the time of contracting, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within 10 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following Notice given by it, the other Party may thereafter terminate this Agreement upon Notice. All payments made by Company to Speaker up to the date of Notice of a Force Majeure Event are non-refundable.

23. Entire Agreement

This is a binding Agreement that incorporates the entire understanding of the Parties, supersedes any other written or oral agreements between the Parties, and any modifications must be in writing, signed by both Parties, and physically attached to the original agreement.

24. Venue and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. The Parties agree that any dispute or lawsuit arising out of, or concerning, this Agreement that is not first resolved by arbitration shall be resolved exclusively in a federal or state court of competent jurisdiction located in Centennial, Colorado. The Parties assume responsibility for their own collection costs and legal fees incurred should enforcement of this Agreement should it become necessary.

25. Arbitration

Any and all disputes or disagreements arising between the Parties out of this Agreement upon which an amicable understanding cannot be reached, shall be decided by arbitration in accordance with the procedural rules of the American Arbitration Association. The Parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Centennial, Colorado unless another location is mutually agreed to by the Parties. The cost and

expenses of the arbitrators shall be shared equally by the Parties. Each Party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

26. Transfer

This agreement cannot be transferred or assigned to any third-party without written consent of both Parties.

27. Severability & No Waiver

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both Parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this Agreement.

28. Headings

Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this Agreement.

29. Notice

Parties shall provide effective notice (“Notice”) to each other via email at the date and time which the Notice is sent: Company’s Email: rdenis@eupschools.org Speaker’s Email: jackiejosephbuzek@gmail.com

30. Counterparts; Facsimile Signatures

A copy of this Agreement may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete agreement between the Parties. The Parties agree that a facsimile copy (electronic copy) of this Agreement, which contains the Parties’ signatures, may be used as the original.

Signatures

Each Party has read, understands, and agrees to the terms and conditions of this Agreement.

Speaker

Signature: _____

Printed Name: _____

Date: _____

Company

Signature: _____

Printed Name: _____

Date: _____