# CONTRACT NAME: AGREEMENT BETWEEN MELCON COMMUNICATIONS AND THE DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement between MelCon Communications and DJUSD is for a speaking engagement on March 19, 2018, at Davis Senior High School.

FISCAL IMPACT: Donations to the DHS Race and Social Justice class fund this agreement.

### MelCon Communications

Contract Agreement to Engage Speaker – Dr. Melba Beals page 1 of 4--plus cover sheet Date: \_\_\_\_\_\_\_

Client: Kevin Williams
Social Studies Department
Davis Senior High School

Date/Time of presentation: March 19, 2018

Location: Davis Senior High School

315 W 14th St, Davis, CA 95616

Phone: (530) 757-5400

Theme:

#### I. HONORARIUM

We the undersigned Sponsors agree to engage Dr. Melba Beals for a keynote address

for the honorarium sum of \$5,700.00.

The fee includes the cost of transportation.

The client is also responsible for arranging hotel accommodations if necessary and will pay the cost of amenities such as food, phone service television, phone messages or whatever personal needs deemed necessary while she and her assistant are billeted for the purpose of this presentation.

One half the fee --\$2,850 is due immediately upon receipt of the contract. It is a deposit to insure the date available. The remainder is due upon the designated date of the presentation along with the transportation costs due upon the presentation.

#### Page 2 Of 4-contract Dr. Melba Beals

II. CANCELLATION POLICY: Should Dr. Beals appearance at your event be cancelled due to circumstance beyond her control, such as illness or a natural disaster, inclement weather, or a flight delay, the Sponsor may initiate negotiation for future speaking dates. The undersigned sponsor will have preference in choosing a date from Dr. Beals speaking schedule. Should Dr. Beals consider that she is physically unable to appear (within a reasonable time of the client's desire) or in case of her demise, the fee in question will be returned to the client).

#### III Requirements Acknowledged by Client/Sponsor for Dr. Beals Speech

- A. Client assumes cost of overnight lodging for Dr. Beals, and her caregiver/executive assistant. Client agrees to pay for first class lodging accommodations. This cost includes a handicapped suite with adjoining (but separate room for caregiver).
- B. Above and beyond the speaking fee, this Sponsor assumes the cost for a licensed form of transportation from Dr. Beals 'home to and from the San Francisco Airport. Additionally this client assumes the cost of a licensed driver and vehicle which will transport her and her assistant from her hotel to the destination of the event.

## <u>CLARIFYING ADDITIONAL SERVICES NEEDED BY Dr. BEALS INCLUDED BUT ARE NOT LIMITED TO:</u>

Please note that the hotel rooms for Dr. Beals in a 5 star hotel must be a handicapped suite, (as defined by the American Disabilities Association) a non-smoking suite on a non-smoking floor. If the walk from the point of check in or to point of event is lengthy, please provide a wheel chair for her transport.

#### <u>SPEAKING SITE NECESSITIES TO BE PROVIDED:</u>

She speaks from a Queen Anne like chair, with arms that has a seat at least 16 inches off the floor or from a wheelchair.

She will need an appropriate anti-room or resting space as she prepares to go on stage for her presentation.

Appropriate facility for book signing following the event if that is desired by client.

#### Page 3 of 4 contract to retain Dr. Melba Beals

Water and or warm tea (she will confirm) on the podium, an appropriate microphone, and for the purposes of her presentation.

Note: as per our conversation: Dr. Beals is currently in a wheelchair and requires flat surface. She does NOT climb stairs nor walk long distances. She will be accompanied by an attendant.

#### **APPROVAL OF ITENARY:**

Extra events scheduled. An itinerary of activities for which Dr. Beals is contracted, must be submitted to the Melcon Communications staff by the sponsor. The document must include specific times and places of events. Relevant locations must be specified and their significance explained. The names of those individuals who will accompany Dr. Beals should be noted in this document.

The bureau bills the client in accordance with each venue and event. Please do not contract Dr. Beals for one presentation expecting that this includes additional un-contracted, unscheduled and unspecified venues, including speeches, parties, dinners or receptions.

ANY REQUESTS FOR MEDIA INTERVIEWS must be presented in advance, to Dr. Beals staff. When interviews are agreed to by Dr. Beals, and are appropriate, the client agrees to schedule such interviews prior to the date of the event and at the hotel site, in the living room of her suite or in a hotel meeting room (within the host city). When interviews are elsewhere, the client agrees to provide proper notice, and appropriate transportation (a licensed car service) and a suitable escort to accompany Dr. Beals.

#### PROMOTIONAL MATERIALS

All promotional materials used by the sponsor/client to promote the event involving Dr. Beals must be submitted for approval PRIOR to public distribution. Points of distribution must be clarified.

Page 4 of 4 contract to retain Dr. Melba Beals

#### **BOOK SIGNINGS:**

If Dr. Beals has agreed to sign books, she prefers to sign books following the event where she is the featured speaker. Arrangements may be made in advance with a local bookstore or with Dr. Beals direct to provide the ADULT/or STUDENT version of MARCH FORWARD, GIR.

RECORDING POLICY: Agreement for audio or video taping Dr. Beals presentation-is a separate negotiation. Under this contract Dr. Beals' presentation may not be audio or video taped without prior written agreement. No audio, video, CD, or DVD may be recorded or sold or distributed without prior written permission. Permission to record is granted under a separate contract.

It is assumed, that at all times, Dr. Beals safety is of primary consideration by the client/sponsor. When there is an apparent or suspected threat of discomfort or danger, the client agrees to have a sufficient number of security officers near her at all times.

The sum total of the contractual agreement between Dr. Beals and the client exists on the 4 (four) pages of this contract and there are no implied provisions beyond this document.

We appreciate your interest in Dr. Beals and she looks forward to serving yon at the highest level.

Millon Bracks
Speaker: Melba Pattillo Beals

Client: Bruce E. Colby

Davis Joint Unified School District

Chief Business Officer