

**CONTRACT BETWEEN
WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION AND
JEFF DEHLER PUBLIC RELATIONS, LLC**

THIS CONTRACT is entered into between **WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION**, 1130 N. Salisbury St., West Lafayette, IN 47906 (“CLIENT”) and **JEFF DEHLER PUBLIC RELATIONS, LLC** 3427 Utah Ave., Crystal MN 55427 (“Consultant”).

CLIENT wishes to purchase services from a consultant knowledgeable about referendum communications including planning, developing, and producing related communications materials. The Consultant represents that they are in the business of providing branding, marketing, communications, and public relations consultant services and are qualified and willing to furnish these services.

TERM

This Contract begins June 6, 2023 and ends November 30, 2023.

SERVICES

CLIENT agrees to purchase and Consultants agree to furnish consulting services for an educational referendum for West Lafayette Community School Corporation. The Scope of Services generally include the following:

The Consultant will draft and implement a strategic communications plan that meets the district's referendum information campaign goals. Planning and production of communications materials related to the referendum.

A detailed Scope of Services is attached.

RATES

DehlerPR discounted school and non-profit hourly rates (25 percent discount from commercial rates) are:

- \$150 for high level-strategy/planning and counsel
- \$120 for content creation, coordination, and support
- \$75 for behind-the-scenes research, administration

Any costs requested by the client outside of the scope will be billed at the same rates. Costs outside of the scope of services will be agreed upon by client and consultant in advance. Standard markup rate of 15% for subcontracted services, such as graphic design, will be applied.

COST

CLIENT will pay Consultant for strategic referendum communications services on behalf of CLIENT as outlined in the attached SCOPE OF SERVICES not to exceed \$39,000. Consultant and CLIENT may negotiate an extension of this contract or add additional services not reflected in the SCOPE OF SERVICES if deemed necessary and such agreement shall be reduced to writing and signed by both parties.

BILLING AND PAYMENT

Consultant requires \$39,000 to be paid at the beginning of the contract term. We will provide an invoice for your records. Send payment to Jeff Dehler Public Relations, LLC, 12306 Dominion Way, Louisville, KY 40299. CLIENT agrees to pay such amounts due within thirty (30) days of such stated dates. Failure to pay within 30 days may incur a 5% penalty of the amount due.

TERMINATION

Either party may terminate this Agreement with thirty (30) days written notice. CLIENT remains liable for all fees for work done through the date of termination. Contractor is liable for work through the date of termination.

INDEPENDENT CONTRACTOR

At all times and for all purposes under this Contract, Consultant's relationship to CLIENT is as an independent contractor and not an employee or agent of CLIENT.

The Parties agree that Consultant may utilize other vendors, subcontractors or other independent contractors to complete the agreed upon services. Consultant is responsible to pay all applicable state and federal social security, unemployment, and income taxes for any employees that they supply. Any vendor, subcontractor or other independent contractor of Consultant shall be responsible to pay all applicable state and federal social security, unemployment and income taxes for their own personnel.

Except for intentional, willful or wanton conduct of CLIENT or CLIENT's personnel, Consultant agrees that under no circumstances will CLIENT be responsible for workers' compensation for injuries suffered by Consultant or any of Consultant's employees in connection with this Agreement.

COMPLIANCE WITH LAWS

In providing services, Consultant will abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of the services.

SUBCONTRACTING AND ASSIGNMENTS

Consultant is responsible for the performance of all vendors, subcontractors and independent contractors hired by the consultant under this Agreement.

MODIFICATIONS

Any material alterations, modifications, or variations of the terms of this Contract will be valid and enforceable only when reduced to writing as an amendment and signed by both parties.

DATA PRACTICES

In collecting, maintaining, storing, using, and disseminating data on individuals while providing services, Consultant agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy.

ENTIRE CONTRACT

The entire agreement of the parties is contained in this document, the Scope of Services and the Proposal.

INTELLECTUAL PROPERTY

Contractor represents that all final work generated under this Agreement shall be the property of CLIENT. Contractor agrees to work with CLIENT to complete any requested documentation, including an assignment of creative work, to ensure title to final work resides with CLIENT. Further, Contractor represents that all final work completed under this Agreement shall not infringe on the intellectual property rights of any third party. Further, the Parties agree that Contractor may use any created work under this Agreement with other prospective clients and for marketing purposes without additional notice, permission or approval from CLIENT.

CLIENT represents and warrants that any and all intellectual property it supplies to Contractor for inclusion in any work of CLIENT does not infringe on the intellectual property rights of any third party and that it has secured all necessary licensing, approvals or waivers for such use. CLIENT is responsible for obtaining any and all releases and waivers from any individual who is under their control and who may appear in any finished work. For any individual who is under the age of 18, such release and waiver must be signed by an adult or legal guardian of such minor. Any legal liability for failing to obtain appropriate releases or securing the rights of any third party for such use of intellectual property in this subsection shall be the responsibility of CLIENT and not that of the Contractor.

DISPUTES/CHOICE OF LAW

The Parties agree that, should there be a dispute or disagreement as to the terms of this Agreement they shall work collaboratively together to come to a mutually acceptable solution. Should such efforts fail, the Parties agree that this Agreement is governed by and construed in accordance with the laws of the State of Minnesota which will control any dispute.

ASSIGNMENT

Neither party may assign this Agreement.

LIMITATION OF LIABILITY

The extent of liability of Contractor shall be the total amount of fees paid under this Agreement.

APPROVALS



June 7, 2023
Jeffrey A. Dehler,
President
Jeff Dehler Public Relations, LLC
Independent Contractor

_____ 2023

NAME: _____

POSITION: _____

West Lafayette Community School Corporation
1130 N. Salisbury St.,
West Lafayette, IN 47906