

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this **8th Day of June 2018**.

BETWEEN

Brecksville Broadview Heights City School District, 6638 Mill Road, Brecksville, Ohio 44141 (the "Customer")

AND

JC Power Strategic Communications, 7750 Town Center Drive, Broadview Heights, Ohio 44147 (the "Contractor")

BACKGROUND

The Customer is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Customer. The Contractor is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement. It is expressly understood and accepted that this is not an employment agreement and as such the Contractor will have no claim to Company benefits or employee considerations, including but not limited to profit sharing, pension, shares or bonuses. Upon expiry of this contract it is understood that the relationship between the parties has ended.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

The Customer hereby agrees to engage the Contractor to provide the Customer with services (the "Services") consisting of (but not limited to):

- **Regular Ongoing District Communications and Marketing** as required, including but not limited to: ideas, concepts, design, artistry, development, content, format, delivery, data reporting and other communications consulting for items such as district newsletter, program & initiative brochures and flyers, Quality Profiles, etc.
- **Initiate and maintain collaborative communications** with the district administration and leadership and legal counsel as needed or requested including preparing and leading regular update meetings (WebEx, conference calls or in-person). Establish and attend meetings as determined necessary by communication need or district leadership.
- **Public and Media Relations** including but not limited to: ideas, concepts, design, content development, interaction with the local and regional print, web and broadcast media as necessary. Post regular news updates and stories to district website and social media with consent and approval of district leadership.

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Customer.

Term of Agreement

The term of this Agreement (the "Term") will begin on August 1, 2018 and expire on July 31, 2020. This Agreement will remain in full force and effect until terminated by either party with no less than 90 days written notice. Termination without notice may be made by either party in the event of a material and intentional breach of this Agreement, in such case termination will be effective upon notice of the terminating party.

Except as otherwise provided in this Agreement, the obligations of the Contractor will terminate upon the earlier of the Contractor ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Contractor.

Performance

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

For the services rendered by the Contractor as required by this Agreement, the Customer will provide compensation (the

"Compensation") to the Contractor in the amount of \$5,000/month in an on-going retainer from August 1, 2018 until July 31, 2020, plus reimbursement of pre-approved expenses and hard costs. Monthly retainer may be changed from time to time by mutual written agreement; Description of services rendered is to be invoiced monthly. All invoices are to be submitted via email and in such format (i.e. allocations) as directed by Customer. Pre-approved purchases of equipment, software, tools, licenses, materials and other out of pocket expenses required under this contract are to be included (with copies of receipts and written pre-approvals) with the invoice for the weekly period that the material was purchased. Invoices will be reviewed and upon approval, submitted for payment and paid in accordance to Customer typical vendor payment schedules or other payment terms as agreed upon in writing.

Confidentiality

The Contractor acknowledges that during the relationship with the Brecksville Broadview Heights City School District, the Contractor may become familiar with its confidential information including commercial and technical secrets and / or the confidential information of clients of the Company.

The Contractor consequently agrees that during the period of performing services and subsequent thereto, the Contractor will not disclose to others or make use of directly or indirectly, any confidential information of the Company or confidential information of a client of the Company or of others who have disclosed it to the Company under conditions of confidentiality, unless for a purpose authorized by the Company. If there is any doubt about whether any disclosure or use is for an authorized purpose, the Contractor is to obtain a ruling in writing from the Company and is to abide by it.

The Contractor shall take reasonable security precautions to keep confidential all information deemed confidential and shall not make unauthorized copies. He/she further undertakes to notify the Company immediately upon discovery of any unauthorized use or disclosure of confidential material and shall assist the Company in regaining of such material and mitigating the loss to the Company there from.

For the purpose of this clause, confidential information will be deemed to extend to all confidential technical and commercial information, including, but not limited to the contents of reports, specifications, quotations, formulae, computer records, client lists, price schedules, customer lists, customers and the like.

The Contractor is required to deliver to the Company whenever required to do so, or in any event when terminating the relationship with the Company, all books of account, records, codes, passcodes, logins, correspondence, notes, computer disks, and the like concerning or containing any reference to the business of the Company or the Company's clients

SIGNATURE _____ DATE _____

Kathleen Mack

President, Brecksville Broadview Heights Board of Education
(the "Customer")



SIGNATURE _____

Printed Name: Jim Crooks, Principal

JC Power Strategic Communications (the "Contractor")

PO Box 31144 (for mailing purpose)

Independence, Ohio 44131