



MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("**Agreement**") is entered into by and between Fieldtrip LLC ("**Agency**") and Fayette County Public Schools Office of Innovation ("**Client**") (together the "**Parties**", and each a "**Party**") as of the date the last Party hereto signs this Agreement ("**Effective Date**").

Background

Agency is a full-service branding, web design and advertising agency providing services to clients in the United States. Client desires to engage Agency to provide its services, and Agency desires to accept the engagement, in accordance with the terms and conditions of this Agreement.

Terms & Conditions

1. Scope of Services.

- 1.1. Agency will provide Client the services and deliverables (collectively, the "**Services**") set forth in the Scope of Work document ("**SOW**") attached hereto as Addendum 1. Should Client request Agency to perform additional services beyond the scope of those identified in the attached SOW, such additional services shall be detailed in a separate SOW or other writing executed by the Parties, which shall be subject to, and considered part of, this Agreement.
- 1.2. Client appoints Agency as its agent for all purchases of media, production costs, engagement of talent, or other services and materials required to fulfill the Agreement or produce the Work Product, subject to Client's approval. Client reserves the right to cancel any such authorization, whereupon on receipt of written notice of such cancellation, Agency will take all appropriate steps to effect such cancellation, provided that Client will reimburse, and hold Agency harmless, for any costs incurred by Agency as a result.
- 1.3. A change to the scope of work that exceeds the allowance stated in the SOW, or for work outside the SOW, including changes to strategic direction or delays in approval, may require the parties to execute a "**Change Order.**" Such changes will be subject to Agency billing the additional work on a time and materials basis, with a minimum fee of \$475 per occurrence, and an extension or modification to the delivery schedule.

2. Intellectual Property Ownership.

- 2.1. Subject to the limitations of this Section 2, all work, campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, design and graphic materials, software code, mobile applications, or other materials that are subject to

copyright, trademark, patent or other intellectual property protection that is developed or produced by Agency in fulfillment of this Agreement (the "Work Product") shall be the property of the Client provided: (i) such Work Product is accepted by Client within 2 months of being proposed by Agency; and (ii) Client has paid all fees and costs associated with creating or producing such Work Product. All title and interest to such Work Product shall vest in Client as "works made for hire" within the meaning of the United States copyright laws. To the extent that any such Work Product is not considered a work made for hire pursuant to law, Agency hereby transfers and assigns all of its title, rights and interest in and to such Work Product to Client.

2.2. It is understood that Agency may, on occasion, license materials from third parties for inclusion in the Work Product. In such circumstances, ownership of such licensed materials remains with the third-party licensor and subject to the terms of the applicable third-party license. Wherever possible, Agency will keep Client informed of any such limitations and Client agrees that it will be bound by the terms of such third-party license(s).

2.3. To the extent any pre-existing Agency property is contained in any of the Work Product (including, but not limited to, any works of authorship, inventions, know-how, and/or source identifying matter that is created, developed, or conceived by or on behalf of Agency), Agency, upon the satisfaction of the conditions in section 2.1, grants to Client a limited, royalty-free, non-exclusive, perpetual, non-assignable, worldwide license to use such Agency property solely in connection with Client's use of the Work Product as contemplated by this Agreement. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any of Agency's trademarks, trade names, or any other proprietary or intellectual property of the Agency.

2.4. Client grants to Agency, and Agency accepts from Client, a limited, non-exclusive license to display representative copies of completed, accepted and implemented Work Product in Agency's work portfolio in print, digital and online formats for Agency's promotional purposes, including the submission of any completed and published Work Product in relevant award competitions.

3. Client Responsibilities & Materials

3.1. Client shall designate in writing the individual(s) with whom Agency will communicate regarding all aspects of the Services or this Agreement. All key stakeholders must be present at the necessary meetings. A Change Order may be issued if additional meetings are needed or if Client makes changes in key Client contacts after the project kick-off.

3.2. Client is responsible for providing timely reviews and approvals of the deliverables and providing timely responses to Agency inquiries relating to the Services. In the event of a

delay by Client in granting any necessary information, authority or approval to Agency, which delay causes an increase in fees or costs associated with the Services or a delay in the completion date of any deliverable, Client shall be solely responsible for such increased costs and delayed completion dates and agrees to pay such increase in fees and costs to Agency, including any dormancy or restart fees charged by Agency.

- 3.3. Where Client has supplied to Agency any information, artwork, logos, images, copy or other written, graphic or pictorial materials (the "**Client Content**") for Agency's use in connection with the Services, Client hereby grants to Agency a limited, non-exclusive license to utilize, display and reproduce such Client Content in the Work Product and/or in connection with Agency's performance of the Services.
 - 3.4. Client covenants that it owns or has secured all necessary rights to the Client Content, and that such Client Content does not infringe any patent, copyright, trademark, trade secret or any other proprietary or intellectual property right of any third party, including those such rights of any individuals whose likeness appears in the Client Content.
 - 3.5. Client will ensure that all facts reasonably within Client's knowledge that are stated in all Client Content provided to Agency, or in any deliverables incorporating such Client Content, are substantially true and not materially misleading. Client will have the exclusive responsibility to ensure that the materials created or developed by Agency conform to all requirements or restrictions imposed by law on Client's business. Client agrees that Agency has no obligation to conduct such due diligence or provide any regulatory compliance services or legal review of any kind for any Client Content.
 - 3.6. Nothing in this Agreement shall be deemed to require the Agency to undertake any campaign or prepare any advertising or publicity which is in the Agency's judgment misleading, libelous, infringing, unlawful, indecent, or otherwise prejudicial to the Agency or to the Client's interest.
4. Compensation & Payment Terms. Client will pay fees and costs to Agency as detailed in the SOW and in accordance with the following terms:
 - 4.1. Agency fees and paid in advance costs will be invoiced by the 15th of the preceding month, and payment on this invoice is due within 15 days. In the event of third-party costs or additional fees, the Agency shall provide Client with an itemized invoice by the 30th day of the following month. Payment on this invoice from the Client is due 30 days from the date of receipt. Interest will be charged at the rate of 1.5% per month on all invoices that remain unpaid 30 days after receipt by Client.
 - 4.2. Agency will invoice Client for all media, photography buyouts, and third-party costs or fees, and Client will pay all such costs, plus Agency's prevailing administrative fees, in full upon receipt of invoice. Alternatively, Agency may arrange for direct billing to Client for such costs or fees.

- 4.3. For all media, production services, talent engagement, or other services or materials purchased by Agency on Client's behalf, Client agrees that Agency shall be held liable for payments only to the extent proceeds have cleared from Client to Agency for such third-party purchases or expenses (sequential liability); otherwise, Client agrees to be solely liable to the media or other relevant third party for any and all expenses incurred on behalf of Client. The Agency will require the Client's approval before ordering production material, making commitments with suppliers, or making reservations for media space or time.
- 4.4. Agency's fees are based upon its prevailing hourly, flat or retainer rates for services in effect on the date of the Agreement. Agency's prevailing rates for services are subject to adjustment on a periodic basis to reflect increases in its internal costs or market conditions.
- 4.5. Agency reserves the right to stop or delay commencement of work until Client has remitted the required payments hereunder to Agency.
- 4.6. In the event Agency must pursue legal action to collect or recover its fees or costs from Client, Client will bear all fees and expenses, including, without limitation, attorney's fees, incurred by Agency in such recovery or collection action.
5. Term. Unless otherwise specified in a SOW, the term (the "**Term**") of this Agreement will commence on the Effective Date and will auto renew annually unless terminated in accordance with Section 6 below.
6. Termination.
 - 6.1. Either Party may terminate this Agreement or any SOW for any reason on 90 days' written notice to the other Party.
 - 6.2. Either Party may terminate this Agreement or any SOW if the other Party fails to perform or otherwise materially breaches any of its obligations, covenants or representations, and fails to remedy such failure or breach within 10 days after the injured Party delivers notice to the breaching Party reasonably detailing the breach. Client's failure to pay any invoice when due shall be considered a material breach for purposes of this Section.
 - 6.3. In the event of termination, Agency's rights, duties, and responsibilities shall continue up through the effective date of termination. Client will be obligated to pay Agency for any unbilled time and materials and unreimbursed expenses actually incurred through the termination date, including digital media placements and any custom materials created on behalf of Client.

6.4. Upon termination of the Agreement, Agency will, upon Client's request, return, transfer and/or assign to Client: (1) all proprietary information or materials in Agency's possession or control belonging to Client, subject, however, to any rights of third parties; and (2) any contracts with third parties, including advertising media, production partners or others, upon being duly released by Client and any such third party from any further obligations. Client shall bear the costs associated with the transfer of Client's property to Client. Upon satisfaction of Client's outstanding payment obligations, Agency will deliver all completed work and related documents, photographs, digital files, and other materials relating to the work performed through the effective date of termination.

6.5. Expiration or termination of this Agreement shall result in the automatic termination of all SOWs then in effect. Expiration or termination of any or all SOWs shall not, by itself, result in the termination of this Agreement or any other SOW.

7. Confidentiality and Safeguard of Party's Property.

7.1. "Confidential Information" shall include, without limitation, marketing, technical, financial and business information and models, names of potential customers or partners, proposed business deals, reports, plans, market projections, software programs, data, or any other confidential and proprietary information relating to the work, and all of Agency's proprietary information including original proposals, recommendations, concepts or ideation related to Client's business, and the financial terms of this Agreement. The term Confidential Information excludes: (i) any data or information that is already known by or in possession of the receiving party at the time it is disclosed to the receiving party; (ii) has become generally known to the public through no wrongful act of the receiving party; (iii) has been lawfully obtained by the receiving party from a third party without restriction on disclosure of it; (iv) is required to be disclosed by operation of law; (v) is independently developed by the receiving party without use, directly or indirectly, of the Information received from the other party; or (vi) is furnished to a third party by the disclosing party hereunder without restrictions on the third party's right to disclose the information.

7.2. The Parties each agree to keep in confidence, and to not disclose or use for its own respective benefit, or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any Confidential Information of the other party in its possession. The Parties each take reasonable precautions to safeguard the Confidential Information of the other entrusted to it and shall not disclose the Confidential Information of one another to any third party without the authorization of the disclosing party. Agency will not use any Confidential Information of Client for any purpose other than to perform its work and obligations to Client pursuant to this Agreement.

7.3. All Confidential Information shall be kept confidential by the Parties following the termination or expiration of this Agreement.

8. Mutual Non-solicitation. During any term of this Agreement and for a period of two (2) years after the completion of any work or services pursuant hereto, neither Agency nor Client shall (i) contact, solicit, divert or take away the other's Employees, Vendors or Consultants, whose names or identities were known to either through any means during the Agreement term arising out of the Work or services to which the Agreement relates, or (ii) attempt to cause any of the other's Employees, Vendors or Consultants to refrain from working for or providing goods or services to, the other; or (iii) assist any other person or persons in an attempt to do any of the foregoing. Should Agency and Client agree to the hiring of an Agency employee, a \$12,500 fee is due to the Agency prior to employee start date with Client. Should Agency and Client agree to the hiring of a Client employee, a \$12,500 fee is due to Client prior to employee start date with Agency. Notwithstanding the other provisions of this Section 8, a party shall not be restricted from hiring any individual (or required to pay any hiring fees) who responds to a general solicitation for candidates so long as such general solicitation is not directed at such candidate.

9. Notices. Any notice shall be deemed given on the day of receipt if notice is transmitted by postal mail or commercial courier, or upon the date of transmission if transmitted electronically. Any notice required under this Agreement shall be delivered to the following addresses:

Agency: Fieldtrip LLC
Attn: Jane Pfeiffer
642 S 4th St., Suite 400, Louisville, KY 40202
Email: janep@hellofieldtrip.com

Client: Client Name: Fayette County Public Schools Office of Innovation
Attn: Amanda Wickersham
Address: 1126 Russell Cave Rd, Lexington, KY 40505
Email: Amanda.Wickersham@fayette.kyschools.us

10. Indemnification

To the extent allowed by law,
10.1. Client agrees to indemnify and defend Agency for all damages and losses (including reasonable attorney's fees, costs and expenses) arising from any claims or actions by third parties against Agency, including those by governmental or regulatory authorities, based on: (a) Client's breach of this Agreement, or (b) any claim for false or misleading advertising, libel, slander, piracy, plagiarism, invasion of privacy, or infringement of intellectual property concerning (i) materials furnished by Client or (ii) materials created by Agency that are substantially modified by Client. Client Content and any other information or data obtained by Agency from Client to substantiate claims made in advertising shall be deemed "materials furnished by Client."

10.2. Agency agrees to indemnify and defend Client for all damages and losses (including reasonable attorney's fees, costs and expenses) arising from any claims or actions by third parties against Client for piracy, plagiarism, or infringement of intellectual property based upon materials created by Agency that are contained in the Work Product, other than materials furnished or substantially modified by Client.

10.3. Any party entitled to be indemnified pursuant to this Agreement ("**Indemnified Party**") shall provide prompt written notice to the party liable for such indemnification ("**Indemnifying Party**") of any claim or demand that the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement. The Indemnifying Party shall promptly undertake to discharge its obligations hereunder. Additionally, the Indemnifying Party shall employ counsel reasonably acceptable to the Indemnified Party to defend any such claim or demand. The Indemnified Party shall have the right to participate in the defense of any such claim or demand, at its own expense, and may settle or compromise such claim or demand, without prejudice to its rights hereunder. The Indemnified Party shall cooperate with the Indemnifying Party in any such defense.

11. Limitation of Liability.

11.1. Agency cannot accept responsibility for any alterations, including additions, modifications and deletions, caused by a third party or Client to the Work Product once completed by Agency.

11.2. Agency will have no responsibility and will not be liable for the failure of media or suppliers to meet their obligations or any other failure on their part.

11.3. Agency will not be liable for delay, omission, or error in any advertisement in the absence of willful conduct or gross negligence.

11.4. In the event of any claim, demand, alleged loss, or alleged damage arising out of Work Product provided by Agency to Client, Agency's total liability to the Client shall not exceed the amount of fees or other compensation paid to Agency pursuant to this Agreement. Pass-through expenses such as media costs shall not be considered to be fees or compensation. **UNDER NO CIRCUMSTANCES SHALL AGENCY BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE.**

12. Disclaimer of Warranty. Agency warrants that it will perform the Services in accordance with industry standards and using reasonable care. **THESE WARRANTIES ARE CLIENT'S**

EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AGENCY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF EFFECTIVENESS, SPECIFIC BUSINESS RESULTS, OR SPECIFIC QUALITY OR QUANTITY OF RETURN OR RESPONSE.

13. ADA Compliance. Where Agency's scope of work includes the design, development and/or maintenance of a Client website ("**Website**"), Client acknowledges and understands that, unless otherwise provided for in an applicable SOW, Agency's scope of work does not include ensuring compliance with the American With Disabilities Act ("**ADA**") website accessibility requirements. Client is responsible for providing any and all specifications concerning ADA compliance that are applicable to Client, and Agency will be responsible solely for building to the specifications provided by Client. Client further understands and acknowledges that, irrespective of any additional duties undertaken by Agency under an applicable SOW, accessibility of any content added to the Website created by Agency for Client (e.g., videos, text, or images) is the responsibility of Client and any design changes or decisions requested by Client, regardless of whether Agency identifies such as potentially violating any ADA guidelines, will be made with the knowledge that Client takes full responsibility for such decisions.
14. Data Privacy Regulation Compliance. Where Agency's scope of work includes the use of Client data or information, or consumer information assembled or processed by Client (collectively, "**Data**"), Client acknowledges and understands that, unless otherwise provided for in an applicable SOW, Agency's scope of work does not include ensuring compliance with U.S. federal or international data privacy regulations. Client shall be responsible for providing any and all specifications concerning use of any Data provided to Agency by Client. Without limiting any indemnification obligation of Client, Client further agrees it will indemnify and hold Agency harmless from Client's negligence or intentional failure to comply with applicable privacy or data security laws and regulations, rules, or industry codes and guidelines, including the CCPA or GDPR, relevant to any Data in possession or control of Agency related to a SOW between the Parties.
15. Right to Engage in Other Activities. Client acknowledges and agrees that Agency may provide services of the same or a similar nature as the Services for one or more third parties during and after the term of this Agreement and that, except as expressly agreed to by the Parties in writing, nothing in this Agreement will operate to impair, restrict, limit, or prohibit Agency from providing any such services.
16. Entire Agreement; Modifications. This Agreement constitutes the sole Agreement of the Parties hereto and supersedes all prior agreements, promises, negotiations, or representations between the Parties not expressly stated herein. All subsequent modifications shall be in writing and signed by the Parties.

17. No Joint Venture. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between the Parties. Agency is, and at all times will continue to be, an independent contractor.
18. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision hereof, each of which will remain in full force and effect, so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner materially adverse to any Party. Further, it is the intention of the Parties that, if any court construes any provision or clause of this Agreement, or any portion thereof, to be illegal, void, or unenforceable because of the duration of such provision, such court shall reduce the duration, and, in its reduced form, such provision shall then be enforceable and shall be enforced.
19. Force Majeure. Agency shall not be deemed in default of this Agreement to the extent that its performance is prevented or delayed due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance or act of terror, disruption of the public markets, war or armed conflict, pandemic, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.
20. Governing Law; Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles. Jurisdiction and venue for resolution of all disputes arising out of this Agreement shall be in Jefferson County, Kentucky.

AGREED TO BY:

Fieldtrip LLC

By: Jane W. Pfeiffer

Name/Title: Founder & President

Date: 7.6.23

Fayette County Public Schools Office
of Innovation

By: [Signature] *SPC*

Name/Title: CHIEF INNOVATION OFFICER

Date: 7/6/2023

[Signature]



Addendum 1 to Master Services Agreement dated _____.

SCOPE OF WORK

This document is in reference to the Master Services Agreement between the parties named below in this document. May it be known that the undersigned parties, for good consideration, do hereby agree to the Scope of Work defined in this document. These assignments shall be made valid as if they are included in the original stated contract and are effective _____. No other terms or conditions of the above-mentioned contract shall be negated or changed as a result of this addendum. The Scope of Work outlines services to be provided and terms of business under which Fieldtrip LLC ("Agency") is appointed to by Fayette County Public Schools Office of Innovation ("Client").

SCOPE OF WORK

→ Survey Phase

- ◆ Project Kickoff
- ◆ Stakeholder Interviews
- ◆ Competitive & Category Research
- ◆ Website, Media, and Creative Audits
- ◆ Strategic Insights
- ◆ Presentation of Survey Phase to Client
- ◆ Approval

→ Envision Phase

- ◆ Brand Platform
 - One round of revisions
- ◆ Naming
 - Internal Naming Development & Legal Review
 - Present 4-6 Name Options to Client
 - Feedback from Client
 - Naming Revisions & Legal Review
 - Present 3 Revised Name Options to Client
 - Name Approval & Filing
- ◆ Brand Identity
 - Three concepts
 - Two rounds of revisions

- Brand Approval
- Web + Activation Scope Building
- Make Phase
 - ◆ Brand Collateral
 - Business Cards, Stationary, Shirts, Bags
 - Other collateral determined as needed
 - One round of revisions for each item of collateral
 - ◆ Brand Asset Development & Handoff
 - ◆ Brand Guidelines Development & Walkthrough
- CTE Program Campaign Planning for 2024-25
 - ◆ Campaign Concept Development
 - Two rounds of revisions
 - ◆ Scope Planning
 - One round of revisions
 - ◆ Media Planning

EXCLUSIONS

The following services are performed outside of Agency and not included. Examples include but are not limited to:

- Photography, video, motion graphics, 3D modeling, copywriting
- Third-party media, production, plugins, printing or other services

TIMELINE

Date ¹	Deliverable	Owner
Week 1	Finalizing of approach and contract	Client + Agency
Week 2	Project Kick-off	
	Meeting with Naming Committee	
Week 3	Competitive & Category Research	Agency
Weeks 3-5	Stakeholder Interviews	
	Community Engagement	
Week 6	Strategic Insights Development	
Week 7	Presentation of Survey Phase & Strategic Insights	Client + Agency

¹ Dates will be finalized at the Project Kick-off and once approved are locked. Changes to locked dates may result in a change order.

	Client Approval of Strategic Insights due to Agency	Client
	Brand Platform Development	Agency
	Internal Naming Development	
Week 8	Presentation of Brand Platform & Name Options	Client + Agency
Week 9	Feedback from Client on Brand Platform and Name Options due to Fieldtrip	Client
	Brand Platform Revisions	Agency
	Naming Revisions	
Week 10	Presentation of Revised Brand Platform	Client + Agency
Week 11	Client Approval of Brand Platform due to Agency	Client
	Presentation of Revised Innovation Center Name Options	Client + Agency
	Final Innovation Center Name Approval due to Agency	Client
	Innovation Center Name Filing	Agency
Weeks 12-13	Innovation Center Brand Identity Development	Agency
Week 14	Presentation of Innovation Center Brand Identity	Client + Agency
Week 15	Client Feedback on Innovation Center Brand Identity due to Agency	Client
	Revisions to Innovation Center Brand Identity	Agency
Week 16	Presentation of Revised Innovation Center Brand Identity	Client + Agency
Week 17	Client Feedback on Innovation Center Brand Identity due to Agency	Client
	Final Revisions to Innovation Center Brand Identity	Agency
Week 18	Presentation of Final Innovation Center Brand Identity	Client + Agency
Week 19	Client Approval of Innovation Center Brand Identity due to Agency	Client
Weeks 20-21	Innovation Center Brand Collateral Development	Agency
Week 22	Presentation of Innovation Center Brand Collateral	Client + Agency
	Client Feedback on Innovation Center Brand Collateral due to Agency	Client
Week 23	Revisions to Innovation Center Brand Collateral	Agency
	Innovation Center Brand Assets and Guidelines Development	
Week 24	Final Innovation Center Brand Collateral Delivered to Client	Agency
Week 25	Innovation Center Brand Assets Handoff to Client	Agency
	Innovation Center Brand Guidelines Walkthrough with Client	Client + Agency
Weeks 26-28	Creative Concept Development for Overarching CTE Program Campaign	Agency
Week 29	Presentation of Creative Concept for CTE Program Campaign	Client + Agency

Week 30	Feedback for Creative Concept due to Fieldtrip	Client
Weeks 31-32	Revisions to Creative Concept for CTE Program Campaign	Agency
	Scope Building for 2024-25 Fiscal Year	
Week 33	Presentation of Revised Creative Concept for Program Campaign	Client + Agency
	Presentation of 2024-25 SOW	
Week 34	Final Feedback on Creative Concept due to Fieldtrip	Client
	Feedback on 2024-25 SOW due to Fieldtrip	
Week 35	Final Revisions to Creative Concept for Program Campaign	Agency
	Revisions to 2024-25 SOW	
Week 36	Presentation of Final Creative Concept for CTE Program Campaign	Client + Agency
	Presentation of Revised 2024-25 SOW	
Week 37	Campaign Concept Approval	Client
	Approval of 2024-25 SOW	
Weeks 38-40	Media Planning for 2024-25 Fiscal Year	Agency
Week 41	Presentation of 2024-25 Media Plan	Client + Agency

CLIENT RESPONSIBILITIES

In order to clearly define the responsibilities and roles, Client will:

- Assignment: While many Client members may be engaged in the work, one person must be designated to serve as the primary point of contact for the Agency. This designated person will perform action items, collect feedback, secure approval, needs, and communicate timeline, budget, and changes with the Client team. The designated point of contact is Amanda Wickersham
- Approval: Amanda Wickersham is authorized to provide approval as needed to and in this scope of work.
- Access: Client will provide Agency with access to individuals and assets, including, but not limited to website access, digital assets, business metrics, and strategic plans as requested.
- Availability: Agency requires a minimum of a weekly status call with the designated point of contact.
- Collaboration: The roles and responsibilities of Agency and Client marketing employees will be further defined to empower the respective teams to do their best work.

- Feedback: All feedback is due according to the approved timeline. Extended feedback time may change the expected deliverable dates and costs. In the event of a delay by Client in granting any necessary authority or approval to Agency, which causes an increase in fees or costs associated with the Work, or a delay in the completion date of the Work, Client shall be solely responsible for such increased costs to agency or third-party vendor and delayed completion dates. Client agrees to pay the associated increased fees and expenses to Agency.

AGENCY RESPONSIBILITIES

- Agency will provide one point of contact for all Client communications who will act as the liaison between the agency and Client, ensuring all communication flows effectively, budgets are adhered to, and timelines are met.
- Agency will work with Client to identify goals, objectives, timeline, and budgets.
- Agency will provide services needed to perform the stated work.
- Agency will plan and place the media for all advertising campaigns and manage the billing and reconciliation of all media expenditures at a net expense.
- Agency will provide the client with weekly status reports.
- Agency will monitor the effectiveness of campaigns and provide the client with campaign performance reports.
- Agency will communicate planning, buying, and production actions with Client and vendors.
- All changes requested by Client concerning deliverables are due back to Client according to the approved timeline unless otherwise agreed in writing.
- In the event of a delay by the Agency, which causes an increase in fees or costs associated with the Work, or a delay in the completion date of the Work, the Agency shall be solely responsible for such increased costs and delayed completion dates at no charge to Client.

Project Investment

Client agrees to pay Agency for services performed as outlined below.

Deliverable	Total	Invoice Schedule	
Innovation Center Naming & Branding CTE Program Campaign Planning	\$59,995	July 2023	\$5,995.50
		August 2023	\$5,995.50
		September 2023	\$5,995.50
		October 2023	\$5,995.50
		November 2023	\$5,995.50
		December 2023	\$5,995.50
		January 2024	\$5,995.50
		February 2024	\$5,995.50
		March 2024	\$5,995.50
		April 2024	\$5,995.50

With satisfaction of work, Client will annually make four (4) quality introductions of Agency to relevant business and organizational owners and leaders within their professional network.

Third-party fees (custom photography, video production, copy) are not included and will be quoted separately for approval if needed.

AGREED TO BY:

Fieldtrip LLC

By: Jane W. Pfeiffer

Name/Title: Founder & President

Date: 7.6.23

Quote valid until 7.1.23

Fayette County Public Schools Office
of Innovation

By: [Signature]

Name/Title: CHIEF INNOVATION OFFICER

Date: 7/6/2023

[Signature] [Signature]