



PROFESSIONAL SERVICES AGREEMENT

This Agreement is effective **August 23, 2023-June 30, 2024**, between **Heather V. McGowan** (a sole proprietor doing business as **Sounding Board Marketing and Communications**), hereinafter called CONSULTANT, and **Santa Rosa City School District** hereinafter called CLIENT.

BASIS OF AGREEMENT

Client has authorized and desires to have Consultant perform the services set forth in this Agreement. Consultant has the required background, experience, and expertise to perform the work to be done and has agreed to do so in accordance with the terms and conditions of this Agreement.

TERM OF AGREEMENT

This Contract shall commence on August 23, 2023 and shall continue through June 30, 2024 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the District. This contract may be terminated for (a) failure to provide satisfactory performance, or (b) upon the mutual written agreement of the parties, or (c) "for cause", as defined for termination of a classified employee of the District.

Termination of this agreement under 4(a) or (c) prior to the stated termination date may also occur by the District **thirty (30) days'** written notice of such termination.

Upon termination, Client is responsible for payment for all expenses incurred and any work completed up to the date of termination, based on the percentage of project completed. Should Client cancel the project and/or service following its completion, Client is responsible for full payment for the project and/or service plus all other expenses incurred.

SCOPE OF THE WORK

Consultant agrees to provide communication and public relations consultation and services to the Client as outlined in Attachment A: Scope of Work. This Agreement for professional services will commence upon approval of this Agreement signed by a duly authorized agent of the Client. Consultant will commence services upon receipt of this Agreement signed by a duly authorized agent of the Client.



APPROVED COSTS & EXPENSES

Client shall make no payment to Consultant for any extra, further or additional services not specified in this Agreement unless such services and payments have been mutually agreed to in advance. It is understood that Consultant's compensation under this Agreement shall be \$175/hour for the services as outlined in the above-listed Scope of Work in an amount not to exceed \$37,250. It is understood that the Client will bear the cost of duplication, printing, postage, and mailing (U.S. mail, electronic, or otherwise), as well as electronic communications costs related to the client's website and social media, including, but not limited to hosting, advertising and other ongoing maintenance costs related to dissemination of any materials prepared under this Agreement.

PAYMENT OF FEES

Consultant will provide invoices to the client for professional services rendered and approved expenses incurred at cost or rates identified in the Agreement. The contract will be billed monthly based on the deliverables completed by the last day of each month. The client will provide payment within 30 days of receiving each invoice. The Consultant provides a weekly status report of services, which will also serve as a summary of services completed. Satisfactory completion of projects and services will be determined by Anna Trunnell, Superintendent, Santa Rosa City School District.

INDEPENDENT CONTRACTOR STATUS

It is expressly understood and agreed to by the parties hereto that Consultant, while carrying out and complying with the covenants and conditions of this Agreement, is an independent contractor and that no employer-employee relationship exists between the parties to this Agreement. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of the client. The Client is not required to make any deductions or withholdings from the compensation payable to Consultant under provisions of this Agreement. As an independent contractor, Consultant indemnifies and holds the Client harmless from any and all claims that may be based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

It is further understood and agreed to by the parties to this Agreement that Consultant, in the performance of its obligations under this Agreement, is subject to the control and direction of the Client as to the designation of tasks to be performed and the results to be accomplished by the services agreed to under this Agreement, and not the means, methods or sequence used by Consultant for accomplishing the results.



If, in the performance of this Agreement, any third person is employed by Consultant, such person shall be entirely and exclusively under the direction, control and supervision of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. The Client will prepare and furnish to Consultant upon request such information as is reasonably necessary for the performance of the Consultant to this Agreement.

NON-DISCRIMINATION POLICY

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices. Consultant also certifies that it will comply with all applicable provisions of the Americans with Disabilities Act.

NON-ASSIGNABILITY

Consultant agrees not to assign this Agreement or any interests in this Agreement without the Client's prior written approval. Any such attempt to assign or sublet this Agreement without the Client's approval shall be void.

COPYRIGHT AND OWNERSHIP

Consultant expressly and irrevocably assigns to Client all copyright, sole rights of ownership, title and interests in and to any works provided by Consultant to Client under this Agreement. The Client will supply Consultant with a minimum of five copies of all final printed publications for its use as samples of work produced.

INSURANCE

As a sole proprietor, Consultant is not obliged under state and federal law to maintain general liability or workers' compensation insurance. However, the Consultant firm carries professional liability insurance for up to \$1 million per incident, and \$2 million general aggregate. Evidence of insurance can be furnished upon request.

HOLD HARMLESS AND INDEMNIFICATION

Consultant shall hold harmless and indemnify the Client, its officers, agents, Board members and employees from and against any and all actions, claims, losses, damages, suits or other proceeding, including payment of reasonable attorney's fees, which may arise as the result of performing the work under this Agreement, caused in whole or in part by any act or omission of Consultant or anyone directly or indirectly employed by



Consultant, regardless of whether caused in part by a party indemnified under this Agreement.

APPLICATION OF CALIFORNIA LAW

This Agreement shall be construed under the laws of the state of California and any lawsuit concerning or arising out of this Agreement shall be venued in the County of Sacramento.

IN WITNESS WHEREOF, said parties have executed this Agreement on this date,
August 23, 2023.

Consultant

A handwritten signature in black ink, appearing to read "Heather V. McGowan", written over a horizontal line.

Heather V. McGowan
Sounding Board Marketing &
Communications
1215 Muirkirk Court
Folsom, CA 95630
916.673.8868
Date: 08.23.2023

Client-Santa Rosa City School District

Signature (Authorized Signature)
Anna Trunnell
Superintendent
Santa Rosa City School District
211 Ridgway Avenue
Santa Rosa, CA 95401
707-890-3800 x80101
Date: 08.23.2023



ATTACHMENT A: SCOPE OF WORK

District Communication Strategy Development

Development of a three-year integrated district communication strategy that identifies areas of immediate need and areas of growth, including a year-long marketing calendar with campaigns mapped out for the year in alignment with project goals, and a campaign measurement dashboard.

Strategy will include:

- Surveys and focus groups of district's key audiences to determine the district's strengths, challenges, and opportunities related to its audiences' attitudes about the district and its reputation, as well as feedback about the district's communication, and public relations;
- Evaluation of current communication activities and platforms;
- Measurable goals and objectives;
- Specific strategies (including a social media strategy), deliverables, timelines, evaluation measures and audiences;
- Identification of other public outreach deliverables that can be implemented by the district.

Campaign Strategy: \$7,500 (flat rate)

Ongoing Communication Support Services

The following is a description of the ongoing consulting/communication support services that will be provided throughout the course of the contract, on as as-needed basis:

- Public relations services: press releases, media relations, story pitching, crisis communications, issues management, stakeholder communications
- Digital communication services: Social media content development, including the design of social media images; website content; email messaging
- Internal communications: Board, Cabinet, employee communications
- Strategic communication consulting



Assumes an average of 4 hours/week of services (over an average of 10 months*), including meeting attendance. A log of these hours and activities will be maintained throughout the course of the contract, and submitted with monthly invoices.

Total Ongoing Communication Services: \$28,000

Incident Response Communication Resources and Capacity Building

Work with the Santa Rosa City Schools Public Information Officer on developing an Incident Response Toolkit and delivering a training that will build the administrative staff's capacity to communicate proactively and clearly in response to incidents that happen on or near the schools' campuses.

The Incident Response Toolkit will include sample messaging that district administrators and site principals can use to communicate with staff and families, and guidance on the utilization of social media during an emergency, including threats and hazards (weather, natural disasters, severe weather and wildfires, adversarial, incidental, and human-caused threats and hazards, biological threats and hazards, technological threats and hazards, and deaths in the school community.

The Incident Response Toolkit and training is intended to complement—not supplant—existing district crisis and incident response protocols and processes.

A 3 hours workshop will provide Santa Rosa City Schools district administrators and principals an overview of the Toolkit, the importance of the "Critical Hour" in crisis response, and responding to the media.

Incident Response Communication Resources and Capacity Building: \$1,750 flat rate

TOTAL ESTIMATE FOR ALL SERVICES: \$37,250.00