

ATTACHMENT 1

Rowland Unified School District
Independent Contractor Professional Services Agreement
(Community Outreach Services)

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, 2024 ("Effective Date"), by and between and Rowland Unified School District ("District") and \_\_\_\_\_ ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Services. The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained, experienced, and competent to perform the special services required. The Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed, and experienced and competent to perform the Services. [X] As indicated in Exhibit A or [ ] as follows:

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

2. Price & Payment. The Contractor shall furnish the Services to the District for the following compensation:

[ ] Contractor is providing Services for a total flat fee of: \$ \_\_\_\_\_; or

[ ] Contractor shall provide Community Outreach Services at rates and terms indicated in Exhibit B on a monthly retainer basis totaling \_\_\_\_\_ (\$ \_\_\_\_\_) per month, up to a maximum total amount not-to-exceed \_\_\_\_\_ (\$ \_\_\_\_\_); or

[ ] Other: \_\_\_\_\_

("Agreement Price") District shall pay Contractor only for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. Contractor shall submit all billings for Services to the District in the manner specified in Exhibit B.

3. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services.

4. Agreement Term. Contractor shall perform the Services under this Agreement, commencing on \_\_\_\_\_, 2024, through \_\_\_\_\_, 2025, and shall diligently perform as required or requested by District as applicable. This Agreement may be extended upon mutual written approval of both parties on an annual basis to the extent permissible under applicable law.

5. Submittal of Documents. The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following documents as indicated below (Check all that are required):

- [X] Signed Agreement
[X] Workers' Compensation Certification
[X] Fingerprinting/Criminal Background Investigation Certification
[X] Insurance Certificates and Endorsements
[X] W-9 Form
[X] Tuberculosis Clearance Certification

6. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt), sent by overnight delivery service (effective the business day next following delivery thereof to the overnight delivery service), or emailed. Notices shall be sent to the following addresses:

**Rowland Unified School District**

Attn: Rosana McLeod  
Director of Purchasing  
Rowland Unified School District  
1830 Nogales Street  
Rowland Heights, CA 91748  
Email: rmcleod@rowlandschools.org

**[Contractor]**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

7. **Certifications.** Contractor shall complete the attached Workers' Compensation, Fingerprinting and Criminal Background Investigation, and Tuberculosis Screening certifications attached hereto (if applicable).

8. **Tuberculosis (TB) Screening.** Check one of the following boxes:

- The District has a statement of TB Clearance on file for each person.
- Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor shall not work directly with students on more than an occasional basis.

**INITIAL HERE:** \_\_\_\_\_ (Contractor initials). **INITIAL HERE:** \_\_\_\_\_ (District Representative initials)

9. **Insurance.** Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits as indicated below (check all that are required). Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. All policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor, nor any subcontractor, employee, or agent shall commence providing Services on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained. Contractor's insurance shall waive subrogation, unless waived in writing by District.

- Commercial General Liability:** \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate; \$1,000,000 personal injury aggregate.
- Automobile Liability, Any Auto (combined single limit):** \$1,000,000 per occurrence; \$2,000,000 aggregate.
- Worker's Compensation:** Coverage must include broad form all-states coverage; statutory limits pursuant to State law.
- Employer's Liability:** \$1,000,000 limit per occurrence.
- Professional Liability (E&O) (If Contractor is providing professional services or advice):** Must be made on a claim made form; \$1,000,000 limit per occurrence; deductible or self-retention shall not be greater than \$25,000 per occurrence.
- Sexual Abuse or Molestation:** Not less than \$1,000,000 per occurrence; \$2,000,000 aggregate; \$3,000,000 excess/umbrella coverage.

10. **Terms & Conditions.** The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

**INITIAL HERE:** \_\_\_\_\_ (Contractor initials).

11. **Authorization to Execute Agreement.** By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full legal authority to enter into this Agreement.

**Information regarding Contractor:**

Indicate type of entity or if individual:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: \_\_\_\_\_

Employer Identification and/or Social Security Number: \_\_\_\_\_

**NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

**Rowland Unified School District**

**[Contractor]**

Date: \_\_\_\_\_, 2024

Date: \_\_\_\_\_, 2024

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES**

**1. Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

**2. Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

**3. Standard of Care.**

**3.1.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of District. Contractor's Services shall be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for Services to California school districts. Contractor's Services shall be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

**3.2.** Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and shall provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

**3.3.** Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

**3.4.** Contractor shall ensure that any individual performing Services under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the Services assigned to them.

**4. Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services.

**5. Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

**6. Termination.**

**6.1. Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

**6.2. With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

**6.2.1.** material violation of this Agreement by the Contractor; or

**6.2.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or

**6.2.3.** Contractor is adjudged as bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days after District gives written notice to Contractor cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are cumulative of any other rights or remedies available to District pursuant to this Agreement or at law and equity, and shall in no way limit those rights or remedies.

**6.3.** Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

**7. Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free

and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (“Claim”), in any way arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

**8. Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

**9. Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances, and regulations. Contractor shall give all notices required by any law, ordinance, rule, and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor’s receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom, and shall defend and indemnify the District from any Claims arising therefrom as provided for herein.

**10. Permits/Licenses.** Contractor and all Contractor’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

**11. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

**12. Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

**13. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status

and therefore the Contractor agrees to comply, and shall require like compliance by all its subcontractor(s), with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735.

**14. Workers’ Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either be insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

**15. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor’s normal business hours, unless Contractor otherwise consents.

**16. District’s Evaluation of Contractor and Contractor’s Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District’s evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor’s employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor’s employee(s), and/or subcontractor(s).

**17. Limitation of District Liability.** Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

**18. Disputes.** In the event of a dispute between the Parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties with each Party to bear its own expenses thereof unless otherwise agreed upon by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop the provision of Services.

**19. Confidentiality.** The Contractor and all Contractor’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of

performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**20. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**21. California Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

**22. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of that term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**23. Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

**24. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**25. Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

**26. Conflict of Interest.** Contractor shall abide by and be subject to all applicable District policies, regulations, statutes, or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the Services provided under this Agreement, and in the event of change in either private interest or Services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change shall be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

**27. Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
  
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I shall comply with such provisions before commencing the performance of the Services of this Agreement.

Date: \_\_\_\_\_

Name of Contractor or Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below pertaining to compliance with Education Code sections 45125.1 or 45125.2 **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Professional Services (“Agreement”):

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Contractor’s employees shall have only limited contact, if any, with District pupils and the District shall take appropriate steps to protect the safety of any pupils that may come in contact with Contractor’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the Services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c).)

Date: \_\_\_\_\_

District Representative’s Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor’s Services under this Agreement and Contractor certifies its compliance with these provisions as follows: *“Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*

Contractor’s Services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees shall have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

\_\_\_\_\_ The installation of a physical barrier at the worksite to limit contact with pupils.

\_\_\_\_\_ Continual supervision and monitoring of all Contractor’s on-site employees of Contractor by an employee of Contractor, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

\_\_\_\_\_ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: \_\_\_\_\_

District Representative’s Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Megan’s Law (Sex Offenders).** I have verified and shall continue to verify that the employees of Contractor that shall be on the Project site and the employees of the subcontractor(s) that shall be on the Project site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).



**TUBERCULOSIS CLEARANCE CERTIFICATION**

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor's responsibility for tuberculosis clearance extends to all its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

- The Contractor ensures that any person providing any portion of the Services has submitted to an examination within the past 60 days to determine that he or she is free of active tuberculosis, by a physician or surgeon. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or
- Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or shall not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District pupils.

Date: \_\_\_\_\_  
Name of Contractor or Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

**EXHIBIT A**  
**Scope of Services**

**SERVICES:**

Contractor agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement and shall perform community outreach/marketing Services or Work, including the following:

**I. Marketing Services for School District**

Advise, consult and collaborate with District staff to develop a strategic marketing plan that enhances the visibility and reputation of the Rowland Unified School District (“District”), including dissemination of information to the community, and when and how information will be disseminated. The plan should include a detailed estimate of the time each task is expected to take.

The strategic marketing plan should include:

**Objectives:**

- Define clear, measurable goals (e.g., increase enrollment by 10% over the next year).

**Strategies:**

- Implement a year-round marketing calendar.
- Develop campaigns for specific events (e.g., open houses, back-to-school nights).

**Budget:**

- Outline budget allocation for various marketing channels and initiatives.

**Metrics:**

- Establish Key Performance Indicators (KPIs) to measure success (e.g., website traffic, social media engagement, enrollment numbers).

Goals include increasing enrollment, engaging the community, and fostering positive relationships with stakeholders.

**II. Market/Polling Analysis**

Analyze the results of any polling and/or surveying performed by the District or its consultants, and perform Market Analysis of target audiences, including:

- Current students and parents.
- Prospective students and families.
- Community members.
- Local businesses.
- Alumni.

**III. Community Outreach**

Develop a system to collect, compile and promptly respond to questions and requests for information from the community, and design, advertise, and conduct public outreach meetings/events/presentations in conjunction with District staff, including but not limited to:

- **Public Forums:** Host town hall meetings and focus groups to gather input and engage with community members.
- **Partnerships:** Collaborate with local businesses and organizations for joint events and sponsorship opportunities.

**IV. Communications Manager**

Provide Communications Manager for District communications, with the following expected roles and responsibilities:

- **Key Responsibilities:**
  - Develop and execute the overall communication strategy.
  - Serve as the primary spokesperson for the District.
  - Manage the creation and distribution of content across all media channels.
  - Collaborate with staff and board members to ensure alignment with District goals.
  - Analyze communication effectiveness and adjust strategies as necessary.
  - Attend meetings with District staff as requested and necessary to properly perform the tasks outlined in this Scope of Work.
  - Provide the District with recommendations regarding other potential methods of community outreach, educate the District on how to implement those strategies, and assist the District in doing so.
- **Required Skills:**
  - Strong writing and communication skills.
  - Experience in digital marketing and social media management.
  - Ability to engage with diverse stakeholders and build relationships.

#### V. **Expected Use of Media Sources**

Develop appropriate information and educational materials and identify and implement the most effective methods of distributing information to the community, including via:

- **Traditional Media**
  - **Print Advertising:** Flyers, brochures, and newsletters are distributed in community centers, libraries, and local businesses.
  - **Press Releases:** Regular updates sent to local newspapers and magazines highlighting District achievements and events.
  - **Radio and TV:** Advertisements or public service announcements promoting events and programs on local stations.
- **Digital Media**
  - **Website:**
    - User-friendly design with easy navigation and access to information.
    - Regular updates with news, events, and important announcements.
    - Integration of a calendar of events and an online enrollment portal.
  - **Social Media:**
    - Active engagement on platforms like Facebook, Twitter, Instagram, and LinkedIn.
    - Regular posts showcasing student achievements, events, and District news.
    - Use of live video for school events, announcements, and Q&A sessions.
  - **Email Marketing:**
    - Monthly newsletters to keep parents, staff, and community members informed.
    - Targeted campaigns for specific events or initiatives.

**EXHIBIT B**  
**Fees**

1. Fees:

1.1. Contractor's fee shall be calculated as follows:

1.1.1. Contractor shall be compensated at a fixed fee not-to-exceed [Insert Amount] Dollars (\$XX,XXX), which shall be invoiced and paid on a monthly basis on the terms as set forth herein.

1.1.2. Hourly Fees

PERSONNEL	HOURLY RATE
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour

1.1.3. The following items may be billed to the District as reimbursable expenses based on the following rates: [Either "Not Applicable" or identify the specific reimbursable categories and prices]. Reimbursable expenses shall be limited to those expenses identified herein and shall be billed in a not-to-exceed amount of [Insert Amount] Dollars (\$XX,XXX) for the duration of the Services.

1.1.4. During the course of providing the Work or Services, Contractor shall invoice District monthly for payment of Work or Services performed or incurred in the immediate prior month. Within thirty (30) days of receipt of Contractor's invoice, District will make payment to Contractor of undisputed invoiced amounts due. District may withhold or deduct from amounts otherwise due Contractor hereunder if Contractor shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Contractor has fully cured such failure of performance, less costs, damages or losses sustained by District resulting therefrom.