



PROFESSIONAL SERVICES AGREEMENT

This Agreement is effective as of November 1, 2025 through June 30, 2026, between Heather V. McGowan, a sole proprietor doing business as McGowan Impact Consulting, hereinafter referred to as CONSULTANT, and Sequoia Union High School District, hereinafter referred to as 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 and has agreed to do so in accordance with the terms and conditions of this Agreement.

SCOPE OF THE WORK Consultant agrees to provide strategic communication and community engagement consulting services to the Client as outlined in Attachment A: Scope of Work. This Agreement shall commence upon signature by both parties. Consultant will begin services upon receipt of the Agreement signed by a duly authorized agent of the Client.

APPROVED COSTS & EXPENSES Consultant's compensation under this Agreement shall not exceed \$20,000.00, billed at a rate of \$175.00 per hour, unless otherwise negotiated as a flat rate. Any additional work outside the scope of Attachment A must be pre-approved in writing and may be billed separately.

The Client shall bear the cost of duplication, printing, postage, mailing, or approved technology or advertising expenses related to project execution. Reimbursable expenses must be approved in advance and submitted with an itemized invoice for reimbursement.

Travel and Lodging:



916-673-8868



1215 Muirkirk Court, Folsom, CA 95639



heather@mcgowanimpact.com

When on-site attendance is requested or required by the District, the District agrees to reimburse the Contractor for reasonable travel time and associated expenses, including mileage, lodging, and meals, in accordance with District policy. Travel time between the Contractor's primary place of business (Folsom, CA) and the District's administrative or meeting locations will be billed at the standard hourly rate established in this Agreement. Lodging and per-diem expenses will be reimbursed at actual cost, subject to submission of itemized receipts and prior District approval.

PAYMENT OF FEES Consultant will submit monthly invoices for services rendered and any pre-approved expenses. Payment is due within 30 days of invoice receipt. A summary of services provided will be included with each invoice.

INDEPENDENT CONTRACTOR STATUS Consultant is an independent contractor and not an employee of the Client. Consultant assumes responsibility for all applicable taxes, insurance, and employment liabilities and agrees to indemnify and hold harmless the Client from such obligations.

NON-DISCRIMINATION POLICY Consultant certifies non-discrimination on the basis of race, color, creed, national origin, age, sex, disability, or marital status, and will comply with all applicable laws, including the Americans with Disabilities Act.

NON-ASSIGNABILITY Consultant may not assign or subcontract any portion of this Agreement without the prior written consent of the Client.

COPYRIGHT AND OWNERSHIP Consultant hereby assigns to the Client all right, title, and interest, including copyright, to any works created under this Agreement. This assignment is conditioned upon full payment by the Client. Consultant shall provide reasonable assistance in executing any documentation necessary to secure intellectual property rights, at no additional charge. Consultant may retain samples for her professional portfolio upon Client's written approval.

INTELLECTUAL PROPERTY RIGHTS

Consultant's Pre-Existing IP: Consultant shall retain all rights, title, and interest in any and all intellectual property that Consultant developed or acquired prior to or outside the scope of this Agreement, including any templates, frameworks,

proprietary tools, methodologies, or other materials used by Consultant (collectively, "Pre-Existing Materials") . Such Pre-Existing Materials shall remain the sole and exclusive property of the Consultant.

License to Client (Incorporated Pre-Existing Materials): If any of Consultant's Pre-Existing Materials are incorporated into the deliverables or work product under this Agreement, Consultant grants Client a perpetual, non-exclusive, worldwide, royalty-free license to use and reproduce those Pre-Existing Materials as part of the deliverables. This license permits Client to use such Pre-Existing Materials for Client's internal business purposes in connection with the deliverables.

Client's Ownership of New Work Product: Except for Consultant's Pre-Existing Materials as defined above, all reports, documents, designs, or other work product created by Consultant specifically for Client under this Agreement ("Work Product") shall be the sole and exclusive property of Client.

Consultant hereby irrevocably assigns to Client all rights, title, and interest in and to such Work Product upon its creation; provided, however, that such assignment is effective upon full payment of all fees due to Consultant under this Agreement. In other words, aside from the licensed Pre-Existing Materials, the Client will own all intellectual property rights in the deliverables created for it under this Agreement.

INSURANCE Consultant maintains professional liability insurance coverage of \$1 million per occurrence / \$2 million aggregate. Proof of insurance will be provided upon request.

HOLD HARMLESS AND INDEMNIFICATION Consultant agrees to indemnify and hold harmless the Client, its officers, employees, and agents against any claims arising from Consultant's performance under this Agreement, except when caused by the gross negligence or willful misconduct of the Client.

CONFIDENTIALITY Consultant agrees to maintain the confidentiality of all non-public information, data, and materials disclosed by the Client or created under this Agreement. This includes but is not limited to proprietary business data, student and personnel information protected by FERPA, HIPAA, or other applicable privacy laws. No

information shall be disclosed without prior written consent, unless required by law. This obligation shall survive the termination of this Agreement.

CONFLICT OF INTEREST Consultant affirms that no conflict of interest exists in the performance of services under this Agreement. Consultant agrees to notify the Client immediately of any actual or potential conflict and to take necessary actions to eliminate or mitigate such conflicts.

CLIENT-SPECIFIC REQUIREMENTS Consultant agrees to comply with reasonable client-specific requirements, including fingerprinting/background clearance, documentation requests, and/or additional compliance certifications, if outlined by the Client in writing and mutually agreed upon.

NOTICES All notices required under this Agreement shall be in writing and delivered by: (a) personal delivery; (b) certified mail (return receipt requested); or (c) email with confirmation of receipt.

To Consultant: Heather V. McGowan McGowan Impact Consulting,
1215 Muirkirk Court, Folsom, CA 95630 heather@mcgowanimpact.com |
(916) 673-8868

To Client: Naomi Hunter, Sequoia Union High School District 480 James
Avenue, Redwood City, CA 94062 nhunter@seq.org | 650-369-1411 X22352

DISPUTE RESOLUTION In the event of a dispute, the parties agree to first attempt to resolve the matter through mediation in the county where the Client is located. If mediation fails, the dispute will be resolved through binding arbitration, with both parties selecting a mutually agreed-upon arbitrator. The arbitrator shall allocate all costs of arbitration, including attorney's fees.

APPLICATION OF CALIFORNIA LAW This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any dispute shall be in the county in which the Client is located.

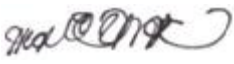
CANCELLATION If the Client cancels this Agreement, it is responsible for payment for work completed through the date of cancellation, based on the percentage of services rendered.

TERMINATION OF AGREEMENT Either party may terminate this Agreement at any time with written notice. Upon termination, the Client shall compensate Consultant for all services provided up to the date of termination.

ENTIRE AGREEMENT AND MODIFICATION This Agreement constitutes the entire agreement between the parties. Any modification must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below:

CONSULTANT

Signature: 
Heather V. McGowan
McGowan Impact Consulting
Date: 11/1/2025

CLIENT

Signature: _____
Client Representative's Name: Crystal Leach
Title: Superintendent
Organization: Sequoia Union High School District
Date: _____

Attachment A – Scope of Work

McGowan Impact Consulting

Strategic Communication and Community Engagement Services

I. Purpose

The purpose of this agreement is to define the services to be provided by the Contractor to support the District’s strategic communication and community engagement efforts. These services are intended to promote transparency, consistency, and trust; ensure timely and accurate information sharing with internal and external stakeholders; and support effective planning and implementation by District leadership.

II. Description of Services

Contractor will perform professional services that may include, but are not limited to, the following:

1. **Strategic Communication & Engagement Plan** – Develop a written plan outlining objectives, target audiences, key messages, communication channels, engagement tactics, governance and approval pathways, and an implementation timeline aligned to the District’s calendar.
2. **Messaging & Content Development** – Draft message frameworks, staff and family communications, talking points, FAQs, website content, presentation materials, and related resources to support consistent and accessible communication across District platforms.
3. **Community Engagement Support** – Advise on, prepare for, and (as requested) attend District engagement activities such as town halls, information sessions, focus groups, and stakeholder briefings, including agenda design, facilitator prompts, and post-event synthesis of themes and questions.

4. **Leadership Advisory** – Provide counsel to the Superintendent and designees on sequencing, message alignment, risk/issue anticipation, and executive communications, including internal cascade protocols (e.g., board → leadership → staff → families → community).
5. **Coordination & Readiness** – Coordinate with the District’s communications lead and site administrators to organize timelines, translation and accessibility needs, and content reviews; prepare quick-reference tools such as Q&A guides and message matrices.
6. **Monitoring & Updates** – Track stakeholder questions and feedback to inform iterative updates to FAQs, web content, and message guidance; recommend adjustments to tactics based on observed needs and District input.

III. Deliverables

Contractor will provide deliverables that may include:

- Written **Communication & Engagement Strategy** with objectives, audiences, key messages, channels, and timeline.
- **Implementation Workplan** (e.g., week-by-week or phase-based) identifying tasks, owners, and milestones.
- **Message Toolkit** (core messages, talking points, sample statements, and Q&A).
- **Stakeholder-Facing Content** (draft emails, letters, website content, FAQs, presentation materials, and social copy blocks).
- **Engagement Materials** (session agendas, briefing sheets, facilitator notes, and post-session summaries).

- **Update Memos** summarizing adjustments, stakeholder themes, and recommended next steps.

Deliverables will be tailored to the District's needs and finalized through the District's standard review and approval process.

IV. Assumptions & District Responsibilities

- The District will designate a project lead for coordination and timely approvals.
- The District will provide reasonable access to relevant information, brand standards, templates, and communication channels.
- Translation, interpretation, and accessibility services will be arranged by the District unless otherwise agreed in writing.
- Legal review and final approval of all public-facing materials rest with the District.

V. Schedule & Meetings

- Services will align with the District's communication and decision-making calendar.
- Contractor will attend scheduled project check-ins (virtual unless otherwise requested) and additional meetings as mutually agreed.
- In-person attendance will be coordinated in advance; travel time and expenses, if applicable, will be managed per the agreement.

VI. Change Management

Any material changes to the scope, timing, or deliverable count or format will be documented in writing and approved by both parties. Changes may result in adjustments to the project schedule or professional service fees.

VII. Consultant Qualifications (Background)

McGowan Impact Consulting is a professional services firm specializing in strategic communication, community engagement, and implementation support for education organizations. Principal Consultant **Heather McGowan, M.A., APR**, brings more than twenty years of experience in K-12 communications and leadership. Her practice centers on clear, empathetic, and data-informed messaging; audience-specific engagement; and repeatable processes that strengthen trust, improve understanding, and support organizational goals. Work products emphasize plain-language clarity, accessibility, and message alignment across Superintendent and leadership teams, staff, families, and community stakeholders.