

CONSULTANT SERVICES AGREEMENT

BETWEEN
Ravenswood City School District
AND
Hans Schmitz

THIS Memorandum of AGREEMENT (the **"Agreement"**) is made effective as of the 12th day of August, 2021 (the **"Effective Date"**), by and between the Ravenswood City School District, a public school district organized and existing under the laws of the State of California (the **"District"**) and **Hans Schmitz** (the **"Consultant"**). The District and Consultant are collectively referred to herein as the **"Parties"**, and each is individually referred to, from time to time, as a **"Party"**.

WHEREAS, the District wishes to retain Hans Schmitz (Consultant) to provide digital communications support to the district, as described below.

NOW THEREFORE, the Parties do mutually agree as follows:

1. Context & Contract Purpose

Ravenswood approved a bold strategic plan just before the pandemic. We remain committed and focused on advancing that vision as our community emerges from a year and a half of pandemic-related challenges.

To achieve our vision, we need our community and stakeholders to be engaged, supportive, and working in concert with each other. That level of coordination and engagement requires clear, effective, strategic communications.

The final Strategic Priority in this plan is to "work collaboratively and share responsibility for our core values". In doing this, we have committed to "improve communication and create feedback loops and structures to communicate plans, results and successes with staff, parents, and the community at large."

We are developing a comprehensive strategic communications plan to support our ongoing work. Within this larger strategy, digital media and graphic design are critical tools to engage and communicate with staff, families and the community. We need intentional, integrated and effective content for our social media, newsletters and website. This includes narrative, photos, graphics and/or videos that further our key messages and overall brand. Because social media requires regular monitoring and posting, this has to be done consistently and with knowledge of what types of content are effective in different contexts.

Hans Schmitz is a former Ravenswood teacher and nonprofit leader who brings considerable experience and expertise with digital media and graphic design. He currently leads the digital media presence for a Manteca Unified high school, including extensive video design and production work since COVID began (e.g., virtual awards nights, virtual rallies, etc.).

Hans has also infused his digital media and design expertise into his teaching positions and courses. He was the 2020 Manteca Secondary Educator of the year, and currently teaches yearbook, broadcast journalism, video editing and beConnected English, a unique alternative to traditional English courses in which students build English skills through digital media and design, and learn to use social media as a networking and marketing tool, and how to influence others positively through these skills. He is skilled in (and teaches) many digital media mediums, including Adobe Photoshop, Adobe Premier, Adobe Illustrator, web design, podcasting, blogs, vlogs, etc.

In addition to his knowledge of schools and strategies to effectively communicate with students and families, Hans understands Ravenswood's history and context, and cares deeply about the success of the students and families in our community. He is currently able to dedicate approximately 8 hours/week throughout the school year to support Ravenswood with digital media strategy and execution.

2. *Proposed Scope of Work*

At the direction of the Superintendent, Mr. Schmitz will provide communications support for the district, including but not be limited to the following activities:

- a. Manage Ravenswood's Facebook, Instagram, and Twitter accounts; and other social media platforms if we add then in the future, including:
 - i. In collaboration with the Superintendent & Strategic Pandemic Response Consultant, develop a monthly content calendar for anticipated social media posts
 - ii. Create and post relevant content on core social media accounts at least three times per week, using topics and photos provided by the district
 - iii. Respond to requests or questions posed via social media, and direct them to the relevant person to respond if needed
 - iv. Monitor reach and impact of social media, report monthly to Superintendent, and recommend adjustments execution if needed
- b. Create and format a monthly newsletter from the Superintendent to families and community members, based on topics and photos provided by the district. Coordinate with the Director of Student Services so the newsletter can be distributed to families via ParentSquare.

- c. Update Ravenswood website as needed to align content with our current campaigns
- d. Design graphics, flyers, banners, templates or other collateral materials as needed, if time permits
- e. Draft letters or press releases as needed, if time permits
- f. Create and edit short videos for social media and web to further our campaign goals, if time permits; footage would be provided by the district (no in-person filming required)
- g. Advise on any major changes to district branding, website structure, or communications strategy, if time permits

3. **Pricing**

- i. Consultant's billing rate will be hourly, based on the calculations below:

Category	Rate	Notes
Base compensation	\$50 / hour	This is comparable to or lower than other similar consultants in the field
Sick leave, vacation, paid time off	none	Consultant is only paid for hours actually worked
Benefits (health insurance, pension, etc.)	none	Consultant is responsible for paying for own benefits, unlike employees, and does not have access to state disability insurance or FMLA
Taxes and Fees	none	Consultant is responsible for all employment and other relevant taxes, unlike employees
Technology & Office Supplies	none	Consultant is responsible for providing own laptop, office supplies, etc.
Total	\$50 / hour	

- ii. The Superintendent shall, at their discretion, approve the specific scope of work and number of hours each week. The hours are anticipated to average 8 hours per week, with the potential to go up to 20 hours during a few weeks if projects require it and the consultant is available. There will be a maximum total of 376 hours over the term of the contract. Total maximum contract payments shall be no more than \$18,800.

- iii. Consultant shall submit a monthly invoice to the District for services rendered under this Agreement no later than the 10th day of the succeeding month. The invoice shall be submitted to Accounts Payable, and shall set forth the week that services were performed, the amount of time expended by Consultant on each matter rounded to the nearest tenth of an hour, and a specific description of the services performed.

4. Other Terms

- i. It is expressly understood that Consultant is an independent contractor and no agency, employment, partnership, joint venture or other relationship is established, or is intended by this Agreement.
- ii. Consultant agrees to defend, save harmless, and indemnify District and its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement, and which result from the negligent acts or omissions of Consultant.
- iii. The term of this Agreement shall be from August 12, 2021 until June 30, 2022 unless terminated earlier by either Party. Either Party may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of either Party, by giving 14 days advance written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, reports, and materials (hereafter referred to as materials) prepared by Consultant under this Agreement shall become the property of the District and shall be promptly delivered to the District. In the event of termination, Consultant shall be paid for all work satisfactorily performed until termination.
- iv. This Agreement is complete and contains all the terms and conditions agreed upon by the Parties. No amendment shall be valid unless made in writing and signed by the Parties, and no oral understanding or agreement shall be binding on the Parties. The Parties agree that only the Superintendent shall be authorized to execute written amendments to this Agreement on behalf of the District.
- v. This Agreement shall be governed by the laws of the State of California and any action brought in connection therewith shall have as its venue the County of San Mateo.
- vi. Consultant shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the Superintendent and any attempted assignment without such prior written consent shall automatically terminate the Agreement.
- vii. Any notice, request, demand or other communication required or permitted under this Agreement shall be deemed to be properly given when deposited in the United States Mail, postage prepaid, or when deposited with a public courier service for transmittal or delivery, charges prepaid, and addressed as follows:

TO CONSULTANT:

Hans Schmitz
1460 Seophs St.
Manteca, CA 95337
Hjschmitz3@gmail.com

TO SCHOOL DISTRICT:

Gina Sudaria, Superintendent
Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303
gsudaria@ravenswoodschools.org

SIGNATURE PAGE

RAVENSWOOD CITY SCHOOL DISTRICT

Gina Sudaria, Superintendent

Date

CONSULTANT

Hans Schmitz

Date