



CONSULTANT SERVICES CONTRACT:

THIS AGREEMENT is entered into this 6th day of February 2025 by the Santa Rosa City Schools (hereinafter "Client"), and The Write Keys 2 Consulting, LLC (hereinafter "Consultant") (Tax ID # 82-5148884).

TERM:

THIS AGREEMENT shall commence on February 6, 2025, or upon ratification by the Client and continue thereafter in full force and effect through the period ending March 15, 2025, inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent Contractor and therefore be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.
2. Consultant will not be eligible for any employee benefits whatsoever relative to this contract including, but not limited to Social Security, Worker's Compensation, unemployment insurance, health or dental insurance, or malpractice insurance, or the like.
3. This contract, and any amendments to this contract, will not be in effect until approved by the Client and Consultant.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the Client with the services set forth in the attached Schedule of Work and Fees.
2. Consultant shall provide conscientious, competent, and diligent services throughout the entire term of this AGREEMENT.
3. Consultant will provide on-site and remote services within the Client.

REPRESENTATIONS:

Consultant represents that its officers, employees, and agents are professionals of good character, who are in good professional standing and who possess current and valid licenses, if any, necessary to perform the services under this AGREEMENT. Consultant represents that its officers, employees, and agents are not currently charged, nor in the past have been charged with any criminal or professional misconduct or incompetence prior to performance under this AGREEMENT.

COMPENSATION:

Client agrees to pay Consultant the fees indicated on the attached Schedule of Work and Fees after being presented invoice(s).

INSURANCE:

Consultant, at his sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as deemed necessary by the consultant.

INDEMNIFICATION:

Consultant and Client shall defend, indemnify, and hold harmless one another and their officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, or expenses of any kind, including reasonable attorney's fees and disbursements, incurred as a result of or arising out of and relating to any acts or omissions of the other party's officers, directors, employees, or agents relating to the services provided pursuant to this AGREEMENT.

APPLICABLE LAW - COMPETENT COURTS:

Validity and performance of this AGREEMENT and all corresponding rights and obligations of the Parties thereto shall be governed by the laws of the State of California. The courts of California shall have exclusive jurisdiction regarding disputes arising out of or in connection with this AGREEMENT.

DEFAULT AND TERMINATION:

Either Consultant or Client may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

TO CLIENT:

Santa Rosa City Schools
110 Stony Point Road
Ste 210
Santa Rosa, CA 95401

TO CONSULTANT

Deborah L. Keys Write
Founder/National Board
Governance Consultant
The Write Keys 2 Consulting, LLC
PO Box 2217
Antioch, TN 37011

In the event the Consultant or Client terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the Client for any further services, and the Client shall only be liable to consultant for those amounts invoiced for services performed by Consultant.

The parties agree that Consultant’s or Client’s failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

SUCCESSORS AND ASSIGNS:

It is expressly understood that this AGREEMENT shall not be assigned without prior written consent of the other party.

ENTIRE AGREEMENT:

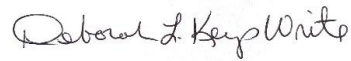
This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions, or covenants between the parties relating to the subject matter of the AGREEMENT.

This AGREEMENT may not be changed orally, but only by an AGREEMENT, in writing, signed by the parties hereto.

WHEREFORE, the parties have set their hands and seals this **6th day of February 2025**.

Representative

Date



Deborah L. Keys Write
Founder/Board Consultant
The Write Keys 2 Consulting, LLC

SCHEDULE OF WORK AND FEES

SANTA ROSA CITY SCHOOLS & THE WRITE KEYS 2 CONSULTING

EXECUTIVE CONSULTING SERVICES:

Professional Board Development Plan for Board of Education.

Object: *Deborah L. Keys Write, Founder/National Board Governance Consultant, The Write Keys 2 Consulting, LLC* to deliver customized board governance training (such as but not limited to board operating procedures, effective leadership skills and board/superintendent roles & responsibilities, norms/goals) to the **Santa Rosa City Schools** Board of Education on **March 14 – 15, 2025**.

DELIVERY OF SERVICES:

- Facilitation of one (9) nine-hour board retreat (1 ½ days), scheduled in consultation with the Board President and Superintendent;
- Administer electronic board governance pre-assessment survey;
- Present and facilitate discussion focusing on results of pre-assessment; create and facilitate customized training based on comprehensive review of board/superintendent roles and responsibilities; board norms/operating procedures; goals; and effective leadership practices;
- One-on-one (confidential) phone interviews with each board member and Superintendent;
- Consultation with Board President and Superintendent before, during and after retreat; and
- New board member orientation (via Zoom is offered);
- Coaching for individual team members after retreat; and
- Provide summary of retreat results with suggested actions to consider.

Timeframe for customized training: March 14 – 15, 2025 (Friday: 6 – 9 p.m.; Saturday: 9 a.m. – 3 p.m.) suggested times that can be adjusted.

TERMS: The fee for your customized service is \$8,000.00 (includes all expenses and materials) to be remitted in two (2) payments to ***The Write Keys 2 Consulting, LLC*** for services referenced.

- \$4,000.00 – due February 28, 2025 (deposit invoice included)
- \$4,000.00 - due April 4, 2025

TOTAL SERVICES FEE:

\$8,000.00