



March 8, 2024

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Ms. Lisa August
Associate Superintendent Business Services
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

Dear Ms. August:

School Services of California Inc. (SSC) is pleased to respond to your request for consulting services to assist the Santa Rosa City Schools (District) with the facilitation of the school consolidation advisory committee (Committee) in order to arrive at recommendations for the consolidation and/or closure of a school site or sites.

It is SSC's understanding that the District will need assistance with the establishment of the Committee as well as facilitation, including scheduling the meetings. Therefore, SSC anticipates District staff will provide administrative support and coordinate with staff to develop criteria and materials for the selection of the Committee members, establish a timeline and agendas, and prepare items for the staff's presentation to the Committee.

Further, SSC will draft objective criteria and a scoring rubric for the Committee's consideration and adoption and provide support to the Committee throughout the process. Additionally, SSC will take part in preparatory and debrief meetings with District staff before and after each of the Committee meetings and draft the final report for review and approval by the Committee prior to its presentation to the Board of Trustees.

SSC expects the process will encompass approximately seven two-hour Committee meetings as follows:

1. Organizational Meeting—Discuss the purpose of the Committee and the roles of participants, District staff, and facilitators; and review proposed criteria and scoring methodology
2. Demographic and Capacity Analysis—Present and review District demographic data and facilities capacity
3. Facilities—Review school sites, including site information, proximity to other schools, age and condition, proposed or future improvements, etc.

4. Educational and Student Support Services—Review academic metrics; program, course, and student support service offerings; educational alternatives; and educational status (e.g., educational specification, class loading, student-teacher ratios, etc.)
5. Fiscal and Other Impacts—Present and review District fiscal considerations, transportation, options for displaced students, etc.
6. Analysis and Prioritization—Analysis recap and overview, scoring, discussion of alternatives, and determination of Committee recommendations
7. Draft Report Review—Review and seek input on the draft report

We propose offering the facilitation services as outlined for a fee of \$59,700, plus expenses. Expenses are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.

The number of meetings may vary from that outlined above based on discussions with District staff and the Committee, as well as actions taken during the Committee meetings. Additional Committee meetings may be necessary to sufficiently cover data and gather and address Committee questions and concerns. Should additional Committee meetings be necessary, including accompanying preparatory and debrief meetings with staff, or presentations, a charge of \$325 per hour, per consultant will be billed in addition to actual and reasonable expenses. We will submit monthly billings for services associated with the project.

After reviewing the proposal, if you decide the proposed scope should be expanded or contracted, we would be happy to make modifications and provide a revised estimated fee. If the proposal meets your approval, please let us know, and we will send you the finalized proposal and Agreement for Special Services via DocuSign for signature. Our proposal is valid for 60 days from the date of this letter.

We appreciate the confidence you have in our firm and look forward to working with the District on the upcoming project.

Please call me if you have any questions about the proposed services.

Sincerely,



Kathleen Spencer
Vice President
Enclosure

Client Name: Santa Rosa City Schools
Client# 22750/S65K

P.O. # _____

AGREEMENT FOR SPECIAL SERVICES
Facilitation Services

This is an Agreement between the **CLIENT**, as defined above, and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as “Consultant,” entered into as of April 1, 2024.

RECITALS

WHEREAS, the Client requires assistance facilitation of a school consolidation advisory committee in order to arrive at recommendations for the consolidation and/or closure of a school site or sites; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to assist the Client with the facilitation of a school consolidation advisory committee.
2. The Client agrees to pay the Consultant the amount of \$59,700, plus expenses, upon receipt of billing from Consultant.
 - a. If additional meetings, including accompanying preparatory and debrief meetings with staff, or presentations are required that are not described in our proposal (for example, additional committee meetings or a board presentation), a charge of \$325 per hour, per consultant will be billed in addition to actual and reasonable expenses.
 - b. “Expenses” are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.
 - c. “Hours” are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client’s site.
3. This Agreement shall be for the period commencing April 1, 2024, and terminating June 30, 2025. It may be terminated at any time prior to June 30, 2025, by either party on 30 days’ written notice. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.

4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

By: To be signed via DocuSign _____ Date: _____
Lisa August
Associate Superintendent Business Services
Santa Rosa City Schools

By: To be signed via DocuSign _____ Date: _____
Kathleen Spencer
Vice President
School Services of California Inc.