

Mountain View Whisman School District
Independent Contractor for Professional Services Agreement
(Non-construction Related)

THIS AGREEMENT is made and entered into on January 1, 2021 ("Agreement"), by and between and Mountain View Whisman School District ("District") and Barbara L. Harris ("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 and experienced and competent to perform the special services required. The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services. [X] As indicated in Exhibit "A" or [X] as follows:

Coaching and mentoring services for Principal Leader (Sonia Gomez Morales...as described in exhibit A Coaching Proposal)

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
[X] Contractor will provide a maximum number of hours of service at a rate of \$ 125 per hour per hour for a total not to exceed \$ 3000 total ; or
[] Other:

("Agreement Price"). Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided)

3. Agreement Time. The Services shall commence on January 1, 2021 and shall be completed by May 31, 2021 ("Agreement Time")

4. 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] Insurance Certificates & Endorsements [] W-9 Form

5. 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) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
1400 Montecito Ave,
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor:
Barbara L. Harris
3 Brynmar Court
Sacramento, California 95835

6. **Fingerprinting / Criminal Background / Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, one of these two boxes below must be checked:

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."

(TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.) Contractor's employees will have only limited contact, if any, with District pupils and the District will 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. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials: Sonia Gomez INITIAL HERE: SG

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

The District has a statement of TB Clearance on file for each person. Attached current TB Test results ✓

Waiver of TB Screening. Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

INITIAL HERE: SG (Contractor initials). INITIAL HERE: SG (District Representative initials)

8. **Insurance:** Contractor shall have and maintain Insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The 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 shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	\$1,000,000

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

INITIAL HERE: SG (Contractor initials). Barbara L. Harris

ACCEPTED AND AGREED on the date indicated below. 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 power and authority to enter into the 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: 555-04-8485
 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.

Dept/Site Budget Program Coding
Program Code(s): <u>010-1100-0-5830-00-1110-1000-000000-011-0100</u>

Project Approvals Required Prior to Contract Start Date

<u>Requesting Administrator/Authorized Signer:</u>	<u>Contractor:</u>
Mountain View Whisman School District	Contractor Name: Barbara L. Harris
Dated: <u>12/2/2020</u> , 20__	Dated: <u>November 24</u> , 2020
Signature: <u>Sonia Gomez</u>	Signature: <u>Barbara L. Harris</u>
Print Name: <u>Sonia Gomez</u>	Print Name: Barbara L. Harris
Print Title: <u>Principal - Crittenden MS</u>	Print Title: <u>Educational Leadership Coach</u>

APPROVAL	
Authorized Signer (if not above)	Superintendent/Designee
Dated: _____, 20__	Dated: _____, 20__
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Board of Trustees Action (District Office Use Only)	
Board of Trustees Meeting Date: <u>1/07/21</u>	For Contract: Review <input type="checkbox"/> Ratification <input checked="" type="checkbox"/>

Educational Leadership Coaching

Barbara L. Harris
408-843-8160
3 Brynmar Court
Sacramento, California 95835

Client:

Sonia Gomez Morales, Principal
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043

Educational Leadership Coaching Mindset:

- When Leaders are lifted in their work, they in turn can lift those they supervise, mentor or evaluate. If every employee at every level of the system is given coaching to reach his or her fullest leadership potential through targeted feedback and skill development, then amazing outcomes *can and will happen for students*.

Background:

Barbara L. Harris has demonstrated the qualifications, breadth of educational leadership experience, training and coaching abilities to provide educational leadership coaching services to support the goals of the Mountain View Whisman School District.

- √ 30 plus years in education service as teacher K-12, teacher coach, Assistant Principal, Principal, Manager of Curriculum and EL Services, Categorical Program Manager, Manager of Professional Learning Specialists, Director of Curriculum and Instruction TK-5, Chief Academic Officer TK-5, HR Director Title IX investigator, Assistant Superintendent of Educational Services TK-5, Executive Director of Learning Improvement
- √ Trained and certified in California with ACSA Human Resources certification
- √ Successfully coached and mentored over 50 district and system leaders including 35 Principals, 20 Assistant Principals, Chief of HR, Director of Professional Learning, Asst. Superintendent of Strategy, Director of Communications, Communications Coordinator, Educational Technology Director, Adult School Administrator & Pre-School Director.
- √ Maintains multiple teaching credentials and current Ca. Administrative certification

Scope of Work:

Short term limited contractual services providing *Principal leadership one on one coaching, support and mentoring* with Sonia Gomez Morales, Principal.

Duration of Services: Services to begin January 2021- and conclude May 31,2021

Compensation: Hourly coaching rate of \$125 (Total compensation not to exceed \$3000)

GOALS:

- Form a strong relationship of trust with a system leader who has been entrusted to lead in powerful ways.
- Establish specific areas for clarification and development of a principal leader.
- Facilitate side by side partnership and think tank sessions. (Including check ins, discussion of current educational leadership trends, problem solving, review of communication tools, coaching for more efficient team meetings, providing critical feedback, planning sessions, strategizing sessions, team retreat as requested)

THE WORK:

Coaching Focal Points include but are not limited to:

- Maintaining an Equity lens at the core of all decisions
- Facilitating deep instructional leadership conversations, (focus on strengthening evaluation processes, observations and feedback cycles
- Enhancing People and Resource Management skills
- Encouraging strategic thinking
- Fostering relationship building: a strong leadership team, relationship-building strategies
- Understanding emotional intelligence in the work
- Envisioning a high performing leadership team (ability to create team vision and execute)
- Utilizing change management theory and design thinking structures to enhance school and district initiatives
- Developing, refining & cultivating new systems to memorialize work contributions
- Creating an action plan for promising shifts in leadership practice
- Ensuring alignment of Principal goals with Mountain View Whisman School District's strategic goals