

WHEREAS, it is the desire of the Governing Board of the Santa Rosa City Schools (hereafter referred to as the "District") to enter into an agreement with **Beyond Equity in Education, LLC** as an Independent Contractor (hereafter referred to as BEE); and

WHEREAS, such service will assist the Governing Board in discharging its legal obligation to provide an adequate educational program and will supplement assistance offered by state and county authorities and not replace such assistance; and

WHEREAS, Government Code Section 53060 authorizes the District to enter into contracts to obtain special services;

WHEREAS, the District desires to engage BEE to as more particularly described in Exhibit A (hereinafter "Scope of Work") and as such is made a part of this Contract;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the District and BEE, the Parties hereby agree as follows:

**I. PROFESSIONAL CONSULTANT SERVICES**

BEE agrees to provide the District with professional consultant services as more fully set forth and specified in the Scope of Work (Exhibit A), incorporated herein for all purposes and made a part of this Contract by reference.

**II. DISTRICT COOPERATION**

In order to perform the Scope of Work, BEE may require information about the District. The District understands and agrees to cooperate with BEE by furnishing all necessary District information and records in a timely, diligent and accurate basis to the extent practicable and upon the request of BEE. On occasion, BEE may require the opportunity to consult with District staff to obtain information that is not readily available from District records and to clarify information that is not otherwise self-evident. The District agrees from time to time to make its staff available for these consultations.

### **III. TERM**

The period covered by this Agreement begins **May 1, 2024** and shall terminate **September 30, 2024**.

The District may choose to extend or renew the term of this Contract by a written instrument, mutually agreed to by the Parties and approved by the District.

### **IV. EVIDENCE OF INSURANCE**

BEE agrees to carry and maintain comprehensive or general liability Insurance in the coverage amounts required by the District. The liability insurance policy required by the District shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District.

### **V. FEE FOR SERVICES**

In consideration of the services to be rendered by the Contractor, the District agrees to pay the Contractor \$250 an hour for a total of not to exceed **\$10,000**, invoiced on a monthly basis. The District agrees to pay the invoice within 30 days of submission.

### **VI. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT**

BEE shall have no authority to contract on behalf of the District. It is expressly understood and agreed by both parties that BEE, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of the District.

### **VII. DISPUTE RESOLUTION**

Any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Contract to arbitrate, shall first be submitted to mediation, and if the matter is not resolved through mediation then to arbitration in Los Angeles County before one arbitrator. The arbitration shall be administered by an organization mutually agreeable by the parties or

pursuant to California Code of Civil Procedure Section 1280 et. seq. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from an appropriate court. The prevailing party in the arbitration shall be entitled to its reasonable attorneys' fees and costs. All fees and costs for mediation and arbitration shall be split equally.

#### **VIII. TERMINATION**

In the event BEE fails or refuses to reasonably perform the provisions of the Scope of Work, the District may declare a default in the performance of the terms of this Contract by providing written notice specifying the nature of the default and the steps necessary to cure the default. BEE shall be provided a period of no less than twenty-one (21) calendar days from the date of the notice to cure the default.

In the event that the District terminates this Contract, or the Parties mutually agree to terminate this Contract, BEE shall be compensated based on the percentage of work completed as of the date of termination.

#### **IX. ATTORNEY'S FEES**

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's reasonable attorney fees.

#### **X. NOTICES**

All notices, demands requests or approvals to be given under this agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below.

All notices, demands, requests or approvals from BEE to District shall be addressed to the District at:

Santa Rosa City Schools

ATTN: Anna Trunnell, Superintendent

211 Ridgeway Ave.

Santa Rosa, CA 95401

All notices, demands, requests or approvals from District to BEE shall be addressed to Beyond Equity in Education, LLC at:

ATTN: Bay Jones, Ph.D.,

Beyond Equity in Education, LLC

3645 Midway Drive

Santa Rosa, CA 95405

**XI. APPROVAL**

In executing this contract, persons signing on behalf of BEE or District represent that each has the authority to do so.

This contract is hereby agreed upon this \_\_\_\_ day of \_\_\_\_\_ 2024.

AGREED:

\_\_\_\_\_  
Bay Jones, Ph.D., CEO and Founder.  
Beyond Equity in Education, LLC.

\_\_\_\_\_  
Anna Trunnell, Superintendent  
Santa Rosa City Schools

## Exhibit A

### Scope of Work

Bay Jones, Ph.D., CEO of Beyond Equity in Education, LLC, will work with Anna Trunnell, Superintendent of the Santa Rosa City Schools, and the Board of Trustees, to facilitate a review and possible revision of the District's Strategic Priorities as identified in the 2014-19 Strategic Plan.

#### **Planned Work Facilitation:**

May 1-15 2024: Meet with Superintendent and the President and Vice President of the Board of Trustees to determine an acceptable process and timeline for the review of the Strategic Priorities.

May 15, 2024: Facilitate a Study Session to review and analyze the existing Strategic Priorities adopted by the Board of Trustees in 2019. Discuss evidence-based practices connecting these Priorities to District Goals, LCAP and other critical District assessment and accountability documents. Determine whether a revision of the Strategic Priorities is necessary.

May 16-September 30: If the Board of Trustees determines that it wishes to revise the Strategic Priorities, work with the Superintendent and the Board leadership to facilitate additional Study Sessions, recommend community input processes, and a timeline leading up to Board adoption of new Strategic Priorities for 2024-2029.