



## Contract For Services

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This document is a contract for services (henceforth referred to as “this Agreement” or “the Agreement” entered into between Santa Rosa City schools and Tracey A. Benson DBA Tracey A Benson Consulting.

Services to be provided to Santa Rosa City Schools (Client) by Tracey A Benson Consulting LLC (Contractor).

**Client Representative(s):** Anna Trunnell

**Client Contact Information:** [atrunnell@srcs.k12.ca.us](mailto:atrunnell@srcs.k12.ca.us)

**Contractor Representative(s):** Tracey A. Benson

**Contractor Consulting Contact Information:** [Tracey@traceyabenson.com](mailto:Tracey@traceyabenson.com) | 838 E High Street, PMB 124, Lexington, KY 40502-2107 | 704-761-8478

**Service Start Date(s):** April 2023

### General Description of Services

Tracey A. Benson offers comprehensive professional development for district and school leaders to improve their capacity to implement effective strategies to reduce and eliminate opportunity and achievement gaps facing students.

### Scope of Work and General Terms of Agreement

The goal of this engagement is to begin building the foundation for a viable data infrastructure around school discipline. The engagement includes:

- (6) Bi-weekly 2-hour meetings with data team
- (1) 3-day on-site visit to connect with the data team and targeted schools
- (20) hours of strategic planning
- April 2023 - July 2023

### Investment:

- Total Engagement Fee= \$16,500

**Total Amount Due = \$16,500**

The total cost is all-inclusive, including operational costs, travel and accommodations. No additional expenses will be charged to the Client.

Payment Method: Bank transfer or via check made payable to Tracey A. Benson Consulting mailed to:

Tracey A Benson Consulting  
838 E High Street  
PMB 124  
Lexington, KY 40502-2107

### **Scheduling Requirements**

**In-Person Sessions (If applicable):** In-person sessions must be scheduled a minimum of 60 days in advance. In-person sessions cannot be canceled or rescheduled less than 60 days from the session's start date.

**Virtual Sessions:** Virtual Sessions must be scheduled at least 14 days in advance. Cancellations with less than 48-hours notice must be forfeited and cannot be rescheduled.

When applicable, Tracey A. Benson Consulting is not responsible for scheduling changes due to disrupted travel caused by airline cancellations or delays. In this instance, we will work with the Client to reschedule all missed events.

### **Relationship**

The Contractor will provide the outlined services to the Client as an independent contractor and not as an employee.

The Contractor shall take direction from **Anna Trunnell, Superintendent**. Additional services or amendments to the services described above may be agreed upon between the parties.

Accordingly:

- The Contractor agrees that the Client shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Pension Plan contributions on any amounts paid by the Client to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor also agrees to indemnify the Client from any and all claims in respect to the Client's failure to withhold and/or remit any taxes, employment insurance premiums or Pension Plan contributions.
- The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the Client may extend to its employees.
- The Contractor is free to provide services to other clients, so long as there is no interference with the Contractor's contractual obligations to the Client.
- The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Client.

## **Confidentiality and Intellectual Property**

The Contractor hereby acknowledges that it has read and agrees to be bound by the terms and conditions of the Client's confidentiality and proprietary information agreement. If the Contractor retains any employees or contractors of its own who will perform services hereunder, the Contractor shall ensure that such employees or contractors execute an agreement no less protective of the Client's intellectual property and confidential information.

The Contractor hereby represents and warrants to the Client that it is not party to any written or oral agreement with any third party that would restrict its ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform the Contractor's obligations hereunder and that the Contractor will not, by providing services to the Client, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.

## **Termination**

The independent contractor relationship contemplated by this Agreement is to conclude July 2023. In the event that this agreement is terminated by the Client all outstanding fees must be paid to the Contractor as outlined in the Investment section of this Agreement.

The Client may terminate this Agreement at any time at its sole discretion, upon providing to the Contractor written notice of its intention to do so. In the event of termination by the Client, all outstanding fees must be paid to the Contractor in accordance with the Investment section of the Agreement.

The Contractor may terminate this Agreement at any time at its sole discretion upon providing to the Client written notice of Contractor's intention to do so. In the unlikely event that the Contractor cannot deliver the agreed upon services, the Contractor will assign the remainder of the contract deliverables to a qualified professional with comparable credentials and experience to complete the project.

## **Obligations Surviving Termination of this Agreement**

All obligations to preserve the Client's Confidential Information, Intellectual Property and other warranties and representations set forth herein shall survive the termination of this Agreement.

## **Disputes**

Any dispute or claim relating in any way to this agreement or services provided by Tracey A. Benson Consulting, LLC or its contractors will be resolved by binding arbitration, rather than in court. Disputes must be reviewed and decided by an independent arbitrator, agreed upon by both parties, under current arbitration rules. Each party will pay their own legal expenses, and the judgment is binding and final. An arbitrator will also preside over discovery requests (collection of documents and evidence), what rules apply to evidence, expert witness and cross examinations, arguments, and settlement using commercial standard rules.

## **Entire Agreement**

This Agreement, together with the Confidentiality and Proprietary Information Agreement (where applicable), represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the party.

**Assignment**

This Agreement shall inure to the benefit of and shall be binding upon each party's successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.

**Governing Law and Principles of Construction**

This Agreement shall be governed and construed in accordance with North Carolina law. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

**All the signing parties below agree to the terms above as authorized representatives of the Client and Contractor.**

CLIENT REPRESENTATIVE

CONTRACTOR

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_