

CONSULTANT SERVICES AGREEMENT

BETWEEN
Ravenswood City School District
AND
Roy Advisors, LLC

THIS Memorandum of AGREEMENT (the “**Agreement**”) is made effective as of the first day of January, 2022 (the “**Effective Date**”), by and between the Ravenswood City School District, a public school district organized and existing under the laws of the State of California (the “**District**”) and **Roy Advisors LLC**, a limited liability corporation organized and existing under the law of the State of California (“**Consultant**”). The District and Partner are collectively referred to herein as the “**Parties**”, and each is individually referred to, from time to time, as a “**Party**”.

WHEREAS, the District wishes to retain Ann Waterman Roy, Principal of Roy Advisors LLC (Consultant) to provide consultant and advising support on a month-to-month basis to advance the implementation of the district's Strategic Plan and lead strategic COVID recovery efforts as needed.

NOW THEREFORE, the Parties do mutually agree as follows:

1. Context & Contract Purpose

The Ravenswood City School District approved a strategic plan in early 2020 that laid out a bold vision and roadmap to transform the district over the next several years. Then in March, the COVID-19 pandemic forced RCSD schools to shift to instruction via distance learning for the rest of the school year and into Fall 2020. The pandemic has disproportionately impacted communities of color, like East Palo Alto, and the shelter-in-place restrictions caused significant hardship to many of our families.

Although the conditions in our community and our world have changed dramatically since the strategic plan was adopted less than a year ago, the district continues to believe that the vision and priorities in this plan remain as relevant and essential as ever. However, we need to revisit the strategic initiatives and milestones, to ensure that they reflect our new context and challenges. We also need to identify additional initiatives that have taken priority as we adapt to the new health and safety constraints on how we serve students in the pandemic environment, as well as how to accelerate learning in the coming years in response to pandemic's disruption of student learning over the past year. We need to re-engage our community so that the board can decide on any changes to the strategic initiatives or milestones.

Developing new models of instruction and operations under these new conditions (distance learning, hybrid learning, etc.) and coordinating multiple cross-functional initiatives placed a significant strain on existing district staff, who were also still responsible for accomplishing their ongoing daily responsibilities to keep the district / schools / classrooms functioning well. A lack of bandwidth to focus on cross-functional initiatives and move forward our strategic priorities could limit our ability to move as quickly as we would like to meet the needs of our community.

Ms. Roy brings nearly two decades of school, district and nonprofit leadership experience, including leading a high-performing public middle school in East Boston, MA and serving as Director of Strategic Planning at Boston Public Schools before relocating to the Bay Area seven years ago. Ms. Roy has worked closely with the Ravenswood leadership team over the past year and a half in her role as VP, Partnerships at Innovate Public Schools. In that role, she helped design and implement the [community engagement process for our school mergers](#), co-facilitated our Reopening Schools Task Force this summer and helped coordinate and write our [Recovery Plan and Learning Continuity and Attendance Plan](#) this summer and fall.

2. **Proposed Scope of Work**

Ms. Roy will support the district to coordinate strategic pandemic recovery efforts, including, but not limited to:

Advance the strategic plan in the context of pandemic recovery

1. Monitor progress vs. strategic plan, including program evaluation
2. Plan & implement 2022 summer learning program that accelerates student learning
3. Coordinate communication and marketing campaigns:
 - a. Enrollment (including safety to come back on campus)
 - b. Staff recruitment (teachers + classified + management)
4. Help design / launch or support roll-out/implementation of one or more strategic initiatives (depending on district priorities), as assigned and approved by the Superintendent, such as:
 - a. Early childhood expansion / universal TK
 - b. Extended day for elementary students
5. Prepare for potential bond referendum to ensure sufficient funds for critical infrastructure improvements

Safety:

6. Promote and coordinate vaccination campaign for students <12 years old
7. Update protocols and COVID testing program as conditions and guidance change

3. **Pricing**

- i. Consultant's billing rate will be hourly, based on the calculations below:

Category	Rate	Notes
Base compensation	\$125 / hour	This is comparable to or lower than other similar consultants, and lower than other specialized consultants

Sick leave, vacation, paid time off	none	Consultant is only paid for hours actually worked
Benefits (health insurance, pension, etc.)	none	Consultant is responsible for paying for her own benefits, unlike employees, and does not have access to state disability insurance or FMLA
Taxes and Fees	none	Consultant is responsible for all employment and other relevant taxes, unlike employees
Technology & Office Supplies	none	Consultant is responsible for providing own laptop, office supplies, etc.
Total	\$125 / hour	

- ii. The Superintendent shall, at their discretion, approve the specific scope of work and number of hours each week. The hours are anticipated to average 20 hours per week, with a maximum total of 780 hours over the term of the contract. Total maximum contract payments shall be no more than \$97,500.
- iii. Consultant shall submit a monthly invoice to the District for services rendered under this Agreement no later than the 10th day of the succeeding month. The invoice shall be submitted to Accounts Payable, and shall set forth the week that services were performed, the amount of time expended by Consultant on each matter rounded to the nearest tenth of an hour, and a specific description of the services performed.

4. Other Terms

- i. It is expressly understood that Consultant is an independent contractor and no agency, employment, partnership, joint venture or other relationship is established, or is intended by this Agreement.
- ii. Consultant agrees to defend, save harmless, and indemnify District and its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement, and which result from the negligent acts or omissions of Consultant.
- iii. The term of this Agreement shall be from January 1, 2022 until October 31, 2022 unless terminated earlier by the District. The District may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the District, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, reports, and materials (hereafter referred to as materials) prepared by Consultant under this Agreement shall become the property of the District and shall be promptly delivered to the District. In the event of termination, Consultant shall be paid for all work satisfactorily performed until termination.

- iv. This Agreement is complete and contains all the terms and conditions agreed upon by the Parties. No amendment shall be valid unless made in writing and signed by the Parties, and no oral understanding or agreement shall be binding on the Parties. The Parties agree that only the Superintendent shall be authorized to execute written amendments to this Agreement on behalf of the District.
- v. This Agreement shall be governed by the laws of the State of California and any action brought in connection therewith shall have as its venue the County of San Mateo.
- vi. Consultant shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the Superintendent and any attempted assignment without such prior written consent shall automatically terminate the Agreement.
- vii. Any notice, request, demand or other communication required or permitted under this Agreement shall be deemed to be properly given when deposited in the United States Mail, postage prepaid, or when deposited with a public courier service for transmittal or delivery, charges prepaid, and addressed as follows:

TO CONSULTANT:

Ann Waterman Roy, Principal
Roy Advisors LLC
annwroy@gmail.com

TO SCHOOL DISTRICT:

Gina Sudaria, Superintendent
Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303
gsudaria@ravenswoodschools.org

SIGNATURE PAGE

RAVENSWOOD CITY SCHOOL DISTRICT

Gina Sudaria, Superintendent

Date

Roy Advisors LLC

Ann Waterman Roy, Founder

Date