

Nov 1, 2019

Michelle Cho
CFO/COO
East Bay Innovation Academy
3400 Malcolm Ave
Oakland, CA 94605

Dear Michelle,

The following will serve as a letter of agreement between East Bay Innovation Academy (“EBIA” or “Client”) and Sandy Park (“Provider”) effective as of November 1, 2019 and expires at the close of business on April 15, 2020.

Project

Sandy Park will provide support to EBIA through the WASC accreditation process (“Project”) which will proceed as follows:

- Provide guidance through the WASC accreditation process
- Create a timeline, milestones, and assignments for EBIA staff
- Draft self-study
- Develop schedule for site-visit

The project is completed when the site-visit is completed by the WASC visiting committee. Follow up from the site-visit is not included in the scope of work.

Compensation

EBIA agrees to pay Sandy Park a flat consulting fee of \$20,000 payable as follows:

- 4 payments of \$5,000.00 due on the 15th.
- First payment due on Jan 15, 2020
- Last payment due on April 15, 2020

Non-disclosure

Provider agrees to keep confidential all documents that Client has stamped “Confidential” and all oral information that Client reduces to writing within thirty (30) days of disclosure, stamps “Confidential” and provides to Provider.

- a. Notwithstanding the above, Provider may use a general description of the work performed by Provider in a resume or other communication of experience, or for conflicts checking.
- b. The nondisclosure restrictions imposed on by this Agreement shall not apply to any information which Provider can show (a) was in its possession prior to Client’s disclosure; (b) is, or hereafter, becomes part of the public domain through no fault of Provider; or (c) that Provider acquired from a third party that had no obligation of confidentiality to Client.

Other Projects

The parties acknowledge that they each have their own existing projects separate from this Agreement. Nothing in this Agreement will be construed to obligate either party to share work on any other undertaking with any other party.

Relationships

Provider will act independently and will control the time, manner and methods and means of performing Provider's tasks under this Agreement. Notwithstanding such independence, as a matter of courtesy and professionalism, Provider will follow Client's policies and procedures in order to expedite the completion of the Project. The parties agree that Provider is an independent Provider and will not have the relationship of employee to Client. Provider shall not be entitled to any other benefits from Client or any other party, including but not limited to health, pension, disability or insurance benefits of any kind.

Insurance

Provider acknowledges that Client is not providing any insurance coverage for Provider, and in particular that Client is not providing any professional liability insurance, errors and omissions insurance or malpractice insurance that covers Provider or Provider's work pursuant to this Agreement. Provider agrees that if Provider wishes such insurance, it is Provider's responsibility to obtain it.

Taxes

Provider is responsible for – and agrees to pay in a timely fashion – all applicable taxes and insurance on the compensation that it receives, including but not limited to income tax, self-employment tax, Workers Compensation, and unemployment insurance.

Provider's Employees

Provider agrees that any and all of Provider's employees and agents will comply with the terms of this Agreement, including but not limited to the provisions regarding confidentiality.

Payment

Interest of one and one-half percent (1.5%) per month will accrue on unpaid amounts. In any litigation or arbitration regarding payments under this Agreement, the prevailing party will be entitled to costs and attorneys' fees. Provider will remain entitled to payment according to the terms of this Agreement for those services that Provider completed prior to termination.

General Provisions

- c. Whole Agreement. This Agreement contains the entire understanding of the parties concerning its subject matter and supersedes all prior oral and written agreements, understandings, commitments, representations and practices between the parties concerning its subject matter.
- d. Authority. The undersigned each warrant that he/she has full legal authority to sign for his/her respective party and that such party is lawfully empowered to enter into this Agreement.
- e. Successors. Except as may be otherwise specified in this Agreement, this Agreement will inure to the benefit of and be binding on any successors or assigns of the parties.
- f. Invalidity. If any portion of this Agreement is found to be invalid, then the narrowest segment possible of that portion shall be held to be excised from this Agreement, and the remainder of this Agreement will continue in full force and effect. In this event the arbitrator(s) and/or the Court is hereby directed by the parties to replace the legally invalid provisions of the Agreement with legally valid provisions which will, from an economic viewpoint, most nearly and fairly approach the eliminated provisions.
- g. Agency. Nothing in this Agreement shall be construed to make the parties agents of each other, partners or joint ventures, or to permit any party to bind any other party to any agreement.

h. Modification and Waiver. This Agreement may not be modified except by a writing signed by the parties. No waiver of this Agreement will be effective unless made by a signed writing. No waiver will be a continuing waiver unless so stated in a signed writing.

i. Assignment. No party may assign its rights under this Agreement without the prior written consent of the other party, which may be withheld for any reason. Any acquisition or merger involving a party will constitute an assignment and will terminate this Agreement unless the other party agrees in writing to continue the Agreement. In any permitted assignment, the assignee must specifically agree to all provisions of this Agreement.]

j. Force Majeure. No party shall be liable for any default due to any act of God, natural disaster, war, act of terrorism, strike, lockout, industrial action, fire, flood, drought, earthquake, storm or other event beyond the reasonable control of that party.

k. Necessary Acts. Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

l. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California, excluding its conflicts-of-law provisions.

m. Jurisdiction and Venue. Any litigation or arbitration arising from or relating to this Agreement shall be brought exclusively in the jurisdiction and in the venue proper for an individual residing in Piedmont, California and the parties agree that any action relating to or arising out of this Agreement shall be instituted and prosecuted only in that jurisdiction and in that venue. The parties hereby expressly waive any right to a change in jurisdiction and any and all objections to such jurisdiction and venue.

n. Arbitration. Any controversy or claim arising out of or relating to this agreement shall be settled exclusively by arbitration in Piedmont, California in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction.

o. Counterparts. This Agreement may be executed in counterparts and by faxed signatures, and each counterpart shall be considered a duplicate original of the parties' Agreement.

p. Construction. Each party and/or the respective attorneys of each party, has carefully reviewed, or has had an opportunity to review, this Agreement. Accordingly, the parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this Agreement.

q. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

r. Written Notices. Unless otherwise stated in this Agreement, if the Agreement calls for any written notices to be given, those notices may be given by letter, by fax or by e-mail.

East Bay Innovation Academy

[sign name]

[print name]

Sandy Park

[sign name]

Sandy Park
[print name]