

**CONSULTING AGREEMENT BETWEEN EAST BAY INNOVATION ACADEMY (EBIA)
& s3dx CONSULTING**

This Agreement is made effective as of the latest date indicated by the parties below ("effective date"), by and between East Bay Innovation Academy (EBIA), of Oakland, CA, and the sole proprietorship DBA s3dx Consulting of 2305 Ward Street Berkeley, CA 94705.

In this Agreement, the party who is contracting to receive services shall be referred to as "EBIA", and the party who will be providing the services shall be referred to as "s3dx Consulting."

s3dx Consulting has a background in school leadership, strategy, and systems design and implementation and is willing to provide services to EBIA based on this background.

Whereas EBIA is a 6 - 12th charter school serving the students of Oakland, CA and desires to have services provided by s3dx Consulting.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on the effective date, s3dx Consulting will provide the following services (collectively, the "Services") as detailed in the Scope or Work dated 5/26/22.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by s3dx Consulting shall be determined by s3dx Consulting. EBIA will rely on s3dx Consulting to work as many hours as may be reasonably necessary to fulfill s3dx Consulting's obligations under this Agreement. Hours provided will not exceed 15 hours per week.

3. PAYMENT. EBIA will pay a fee to s3dx Consulting for the Services in the amount of \$12,500 per month. This fee shall be payable in a monthly invoices, as billed, and are due within 15 days of receipt. If payments due are not paid within 30 days, 1.5% interest will accrue on per month until paid in full. Should hours needed to perform duties will be paid at an hourly rate of \$275/hour.

4. EXPENSE REIMBURSEMENT. s3dx Consulting shall be entitled to reimbursement from EBIA for all "out-of-pocket" expenses, not to exceed \$500.

5. NEW PROJECT APPROVAL. s3dx Consulting and EBIA recognize that s3dx Consulting's Services will include working on various projects for EBIA. s3dx Consulting shall obtain the approval of EBIA prior to the commencement of a new project outside of the agreed to scope of work.

6. CANCELLATION POLICY. s3dx reserves the right to charge for hours of meetings, events that are canceled without 72 hours notice.

7. TERM/TERMINATION. This Agreement shall terminate automatically on June 30, 2023.

8. RELATIONSHIP OF PARTIES. It is understood by the parties that s3dx Consulting is an independent contractor with respect to EBIA, and not an employee of EBIA. EBIA will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of s3dx Consulting.

9. EMPLOYEES. s3dx Consulting's employees, if any, who perform services for EBIA under this Agreement shall also be bound by the provisions of this Agreement.

10. INDEMNIFICATION. EBIA agrees to indemnify and hold harmless s3dx Consulting from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against s3dx Consulting that result from the acts or omissions of EBIA, EBIA's employees, if any, and EBIA's agents.

11. RETURN OF RECORDS. Upon termination of this Agreement, s3dx Consulting shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in s3dx Consulting's possession or under s3dx Consulting's control and that are EBIA's property or relate to EBIA's business.

12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for EBIA:

Shelley Benning
EBIA
3400 Malcolm Avenue
Oakland, CA 94605

IF for s3dx Consulting:

s3dx Consulting
Carolyn Gramstorff
CEO
2305 Ward Street
Berkeley, CA 94705

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

15. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

18. INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

19. ASSIGNMENT. s3dx Consulting agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of EBIA. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of EBIA with, or its merger into, any other corporation, or the sale by EBIA of all or substantially all of its properties or assets, or the assignment by EBIA of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

20. SIGNATORIES. This Agreement shall be signed on behalf of EBIA by Shelley Benning, Board Chair of EBIA and on behalf of s3dx Consulting by Carolyn Gramstorff, CEO and effective as of the date first above written.

Party receiving services: EBIA

By: _____ Date: _____
Shelley Benning, EBIA

Party providing services: s3dx Consulting

By: _____ Date: _____
Carolyn Gramstorff, CEO