Independent Consultant Agreement

This Independent Consultant Agreement (the “Agreement”) is entered into by and between Jim Scheible (“Consultant”), and Golden Charter Academy (“Golden” or “GCA”), a California nonprofit corporation (“Client”). Together Consultant and Client shall be known as the “Parties” or individually as “Party”.

Client wishes to engage Consultant through this Agreement to assist Client in carrying out its mission and have Consultant provide certain services to Client.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged hereby), Consultant and Client agree as follows:

1. Engagement of Consultant: Subject to the terms and conditions set forth in this Agreement and effective as of the date noted below by Client, Client hereby engages Consultant and Consultant hereby agrees to be so engaged, to provide the “Work OR Project” as described in Exhibits A and B of the Agreement.

2. Work:

2.1 Definition: The services and/or the products (collectively, the “Work”) to be provided by Consultant are set forth in Exhibits A and B of the Agreement and incorporated herein by this reference.

2.2 Acceptance: Client shall have the right to monitor performance aspects of the Work and to notify Consultant if Client determines that performance of the Work does not meet the requirements of the Work or Project as described in Exhibits A and B. If Client so notifies Consultant, Consultant shall take prompt action to make such Work or Project acceptable. If Consultant is unable to make such Work acceptable to Client within a reasonable period of time, Client may refuse to accept such Work and shall be relieved of its obligation to pay for such referenced Work. In addition, if Client deems that the Work refused is material to the successful completion of the Project, Client shall have the right to terminate this Agreement, in addition to all other rights and remedies available to Client under this Agreement at law or in equity.

3. Professional Fees: As sole and exclusive consideration to Consultant for providing the Work, Client shall pay $250 per hour for work conducted. This is provided that Consultant does not exceed a total of forty (40) hours of Work, per the term of this agreement. The schedule of hours per week and other necessary deadlines will be as required and as determined between Client and Consultant.

And, further that Client has determined, in accordance with reasonable acceptance criteria that the Work of Consultant for which compensation is due complies with the Work as described in Exhibits A and B in all material respects.

Consultant shall invoice Client monthly for Work for the duration of the Agreement. Providing the Work is acceptable to Client, Client shall make payments within thirty (30) days of receiving Consultant's invoice. Consultant shall maintain full and complete records including, but not limited to, hours spent and description of the Work, relevant to the Work provided under this Agreement, which shall be made available to Client upon request.

4. Representations and Warranties:

4.1 Performance: Consultant represents and warrants that it has the qualifications and skills necessary to and shall perform the Work under this Agreement in a competent, professional manner; the Work shall be performed in a manner satisfactory to Client and in accordance with commercially reasonable standards; Consultant shall, at its cost, prepare and deliver to Client such reports as are reasonably required from time to time by Client; and failure to perform all the Work required under this Agreement constitutes a material breach of this Agreement.

4.2 Power and Authority: Binding Obligation. Consultant represents and warrants that it has the full power and authority to enter into this Agreement and perform the Work; the execution, delivery and performance of this Agreement have been authorized by all requisite action; and this Agreement constitutes the legal, valid and binding obligation of Consultant.

4.3 No Violation: Consultant is in full compliance with all applicable laws, rules and regulations, and the execution, delivery and performance of its obligations under this Agreement will not violate any of the foregoing.

4.4 No Infringement: Consultant represents and warrants that the provision and uses of the Work will not violate or infringe any third-party rights, including, without limitation, all intellectual property rights.

4.5 Records: Consultant represents and warrants that it shall maintain and retain all records in connection with the Work as required by and for the time required by all applicable law, regulations and rules.

5. Proprietary Rights: Consultant and Client shall jointly own all right, title and interest in and to the Work and any proprietary information, including without limitation, all discoveries, inventions, improvements, copyrights, patents and trademarks, arising from the Work or Consultant's performance under this Agreement.

6. Indemnity: Consultant shall, at all times, indemnify and hold harmless Client, its officers, directors, employees, agents, counsel and advisors (each an “Indemnified Person”) in connection with all claims, liabilities, obligations, damages, losses, penalties, actions, judgements, suits, costs, expenses or disbursements of any kind or nature whatsoever, including but not limited to reasonable attorneys’ fees (collectively “Losses”), that may be imposed on, incurred by or asserted against any Indemnified Person in any way relating or arising out of this Agreement or any Work contemplated hereby, but only for such Losses caused by, arising from, or related to negligent or malicious acts or omissions of Consultant, its officers, directors, agents, employees, or any person or entity through which Consultant performs Work for Client. All Losses imposed or sought to be imposed upon Client to pay with any withholding taxes, Social Security, unemployment or disability insurance, employee benefits or similar items, including interest and penalties thereon, in connection with claims therefore made against Client by any governmental entity, regulatory authority or third party; and any work related, or allegedly work related, disability of any person through whom Consultant performs services or Work for Client.

7. Term: The term of this Agreement will end on December 31, 2026, or when the maximum hours in section 3 have been exhausted. The term of this Agreement may be extended by mutual, written agreement between the parties.

8. Termination: Client or Consultant may terminate this Agreement without cause by giving either Party fifteen (15) days prior written notice.

9. Effect of Termination: Upon the expiration or termination of this Agreement, Consultant shall have no claim against Client for any damages which may arise as a result of the expiration or termination, unless such damages arise from the breach of a provision of this Agreement by Client. The expiration or termination of this Agreement will not relieve Client from its obligations to pay Professional Fees in accordance with Section Three (3) of this Agreement for Work rendered in accordance with this Agreement prior to such expiration or termination.

10. Dispute Resolution: In the event of any dispute, claim or controversy between or among the Parties arising out of or relating to this Agreement (collectively, “Dispute(s)”), the Dispute will be resolved by and through an arbitration proceeding before a sole arbitrator to be conducted under the auspices of and pursuant to the Commercial Arbitration Rules of the American Rules of the American Arbitration Association. The arbitration proceeding will be conducted in as expedited a manner as is then permitted by such rules. The arbitrator will be mutually selected and agreed upon by the parties. If the parties are unable to so select an arbitrator, each Party will name an arbitrator and those arbitrators will select the sole arbitrator. Both the foregoing agreement of the parties to arbitrate any and all Disputes, and the results, determinations, findings, judgements and/or awards rendered through any such arbitration shall be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction.

11. Taxes and Employment Expenses: Client shall not withhold from the Professional Fees any taxes or other amounts that would otherwise be withheld from an employee of Client. Consultant shall be solely responsible for the payment of any taxes imposed on the performance of the Work or its receipt of the Professional Fees. Consultant shall be solely responsible for the payment of any and all taxes, including but not limited to, withholding of income taxes, payment of estimated income taxes, Social Security taxes, State Disability Insurance taxes, and employer's liability for work-related disabilities with respect to or in connection with the personnel through whom Consultant performs the Work.

12. Education Code Compliance: Consultant shall have fingerprint clearance though the California Department of Justice and shall pay for such service at Consultant's own expense. In addition, if Consultant is present consistently on the Client's school campus, then Consultant must provide the Client's Human Resources Department with a tuberculosis test indicating a negative reading.

13. Use of Client Name: Consultant shall not use the name, insignia, or any facsimile of Client material for any purpose, including but not limited to advertising, client list, or references, with the express prior authorization of the Client.

14. Confidentiality/No Conflict of Interest: Consultant agrees that all student and Client's lists, email addresses used by Client's employees or students, services, products, student records, plans, reports, marketing, expansion, technology, and processes of Client are valuable, special and unique assets of Client (collectively "Confidential Information"). Consultant acknowledges they may have access to and knowledge of Confidential Information and that access to and knowledge of Confidential Information may be essential to the performance of their duties under this Agreement. In consideration of Consultant's access to this Confidential Information, Consultant agrees that, except as specifically authorized in writing by Client, the Consultant will not, directly or indirectly, (i) disclose any Confidential Information to any person or entity, (ii) make use of any Confidential Information for Consultant's own purposes or for the benefit of any other person or entity, other than Client. Consultant shall comply with all federal, state, and local laws, rules, and regulations in relation to the direct performance of the assigned duties by Client. During the entirety of this Agreement, Consultant will not accept work, enter into a contract, or accept an obligation that is inconsistent or incompatible with Consultant's obligations to Client's charters and mission statement. Consultant warrants and represents that, to the best of Consultant's knowledge, there is no other contract or duty on Consultant's part which conflicts with or is inconsistent with this Agreement.

15. Relationship of Parties: Under no circumstances shall Consultant look to Client as their employer, or as a partner, agent, or principal. No joint venture, partnership, employment, agency or similar arrangement is created between the Parties by this Agreement. Consultant has no fiduciary obligation to Client but instead a contractual one described by the terms of this Agreement. Consultant shall not be entitled to any benefits afforded to Client's employees including, but not limited to, worker's compensation, disability insurance, vacation or sick pay. Client will report all fees paid to Consultant to the IRS on Form 1099. Neither Client nor

Consultant shall have any right, power, or authority to create any obligation, expressed or implied, on behalf of the other. Consultant will have no authority to act on or enter into any contract or understanding, incur any liability or make any representation on behalf of Client without first obtaining specific written instructions from an authorized officer of Client. Neither Party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Agreement. This Section shall survive the termination of this Agreement.

16. General Provisions:

16.1 Governing Law and Venue: This Agreement will be construed and enforced in accordance with the internal laws of California irrespective of its conflicts of law rules. The Parties hereby consent to the jurisdiction of, and venue in, the courts of California to enforce any arbitration award or to hear any application for injunctive relief as provided for in this agreement.

16.2 Attorneys' Fees: If either Party commences an arbitration against the other Party or brings an action in connection with such an arbitration, including an action to compel arbitration, to confirm or vacate any arbitration judgement or award, or to enforce the same, the unsuccessful Party shall pay to the prevailing Party all reasonable attorneys' fees and costs incurred in connection therewith by the prevailing Party, in addition to any other relief to which it may be entitled.

16.3 Entire Agreement: This Agreement (and all recitals, and all schedules and exhibits attached hereto, which are hereby incorporated by reference) constitutes the entire understanding between the Parties and replaces and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, express or implied, between the Parties with respect to the subject matter hereof.

16.4 Amendment: Except as otherwise provided herein, neither this Agreement nor any of its provisions may be amended, supplemented, modified or waived except by a writing duly executed by each of the Parties hereto.

16.5 Waiver: No waiver of any provision or consent to any action hereunder will constitute a waiver of any of the other provision or consent to any other action, nor will such waiver or consent constitute a continuing waiver or consent or commit any party to provide a past or future waiver or consent.

16.6 Rights Cumulative: The rights, privileges and remedies provided for herein are cumulative and are not exclusive of any other rights, privileges or remedies provided by law or equity. The assertion of any right, privilege or remedy hereunder shall not prevent the concurrent or successive assertion of any other appropriate right, privilege or remedy.

16.7 Severability: If any provision of this Agreement is determined to be illegal invalid or otherwise unenforceable by an arbitrator, court or tribunal of competent jurisdiction, then to the extent necessary to make such provision and/or this Agreement legal, valid or otherwise enforceable, such provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such provisions hereof will survive, and remain in full force and effect.

16.8 Successors and Assigns: This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assignors.

16.9 Assignment: This Agreement is not assignable or delegable in whole or in part by Consultant without the prior written consent of Client, and any assignment or attempt to assign or delegation or attempt to delegate in violation of this Section will be of no force or effect.

16.10 No Third-Party Rights: This Agreement is made solely for the benefit of the Parties hereto and does not, and will not be construed to, grant any rights or remedies to any other person or entity other than as expressly provided for in this Agreement.

16.11 Interpretation: In this Agreement, whenever the context so requires, the masculine, feminine or neutral gender, and the singular or plural number or tense, will include the others.

16.12 Headings: Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.

16.13 Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same document.

16.14 Notices: Any notice or other communication hereunder will be given in writing and be either (i) delivered in person, (ii) delivered by overnight FedEx or similar overnight commercial delivery service, or (iii) mailed by certified mail, postage prepaid, return receipt requested. Each such notice or other communication will be effective (i) if given by mail, five (5) days after such communication is deposited in the mail and addressed as aforesaid, (ii) if given by overnight FedEx or similar overnight commercial delivery service, one (1) business day after such communication is deposited with such service and addressed as aforesaid, and (iii) if given by any other means, when actually received. Notices to Parties under this Section will be given at the applicable address set forth below at the signature page hereto or at such other address as may be given from time to time under the terms of this Agreement.

16.15 Further Assurances: Each Party shall execute and deliver all such further documents and instruments and take all such further actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first written above.

Signature:
Date: 2/15/26
Dr. Stephen Morris
Head of School
Golden Charter Academy
1626 W. Princeton Avenue
Fresno, CA 93705

Signature: Jim Scheible

Date: 6/10/26
Jim Scheible
(858) 472-1090
jim.scheible@gmail.com
1904 1/2 E Street
Sacramento, CA 95811

Exhibit A - Work or Project

I. Prepare, in collaboration with Dr. Stephen Morris and his designee(s), a draft renewal charter petition for Golden Charter Academy for renewal in the 2026-27 school year, including the following:

   A. Online shared workspace (e.g. folder system in Google Drive) where the petitions and the component parts will be stored as well as updated by the parties.

   B. For each charter petition component (listed below), and with the exception of budget and cash flow:

      1. Outline of each element, including the critical sections/language for each.

      2. Existing language in the Golden petition, identify language to be updated.

      3. For sections needing additional updating (due to the time elapsed since the previous petition was approved) sample language from previously approved petitions (e.g. by the local county office of education) or Allegiance documents (e.g. LCAP, website) with, where appropriate, options for Client to select from.

   C. Regular updates to Client per the schedule and deadlines agreed to as detailed in Section Three (3), Paragraph One (1).

   D. Network, where possible due to timing, with key school contacts (e.g. legal). Client will be billed directly by such “contacts” for time spent with consultant and such agreements shall be made between Client and “contacts” prior to any engagement by Consultant.

II. Support, in collaboration with Stephen Morris and his designee(s), the implementation of data driven instruction and analysis of 2025-26 data pertinent to charter renewal.

III. Support, in collaboration with Stephen Morris and his designee(s), the completion of additional, aligned, emerging work as assigned by Client.

Exhibit B, continued - Charter Petition Components

- ❑ Introduction
- ❑ Renewal Criteria

Elements 1-15

1. Educational Program
2. Measurable Pupil Outcomes
3. Methods of Measurement
4. Governance Structure
5. Employee Qualifications
6. Health & Safety Procedures
7. Student Population Balance
8. Admissions Policies and Procedures
9. Financial Audit
10. Suspension and Expulsion Policies and Procedures
11. Employee Retirement Systems
12. Public School Attendance Alternatives
13. Employee Return Rights
14. Dispute Resolution Process
15. Procedures for School Closure

- ❑ Additional compliance related items:
  - ❑ Affirmations/Declarations
  - ❑ Miscellaneous provisions
  - ❑ ~~Budget and cash flow~~