

CONSULTING AGREEMENT BETWEEN ARISE HIGH SCHOOL & HAWK CIRCLE CONSULTING

This Agreement is made effective as of February 8, 2021, by and between Arise Charter School, of address, and Hawk Circle Consulting, of 7589 Hansom Drive, Oakland, CA 94605.

In this Agreement, the party who is contracting to receive services shall be referred to as "Arise Charter School", and the party who will be providing the services shall be referred to as "Hawk Circle Consulting".

Hawk Circle Consulting has a background in school leadership, strategy, and systems design and implementation, as well as charter renewal and is willing to provide services to Arise High School based on this background.

Arise High School desires to have services provided by Hawk Circle Consulting.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on February 8, 2021, Hawk Circle Consulting will provide the following services (collectively, the "Services") as detailed in Attachment 1, the Scope or Work.
- 2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Hawk Circle Consulting shall be determined by Hawk Circle Consulting. Arise High School will rely on Hawk Circle Consulting to work as many hours as may be reasonably necessary to fulfill Hawk Circle Consulting's obligations under this Agreement.
- 3. PAYMENT.** Arise High School will pay a fee to Hawk Circle Consulting for the Services in the amount of **\$46,000.00**. This fee shall be payable in a 11 monthly invoices of **\$4,182.00** (February 2021 - January 2022).
- 4. EXPENSE REIMBURSEMENT.** Hawk Circle Consulting shall be entitled to reimbursement from Arise High School for all "out-of-pocket" expenses, not to exceed **\$500**.
- 5. NEW PROJECT APPROVAL.** Hawk Circle Consulting and Arise High School recognize that Hawk Circle Consulting's Services will include working on various projects for Arise High School. Hawk Circle Consulting shall obtain the approval of Arise High School prior to the commencement of a new project.
- 6. TERM/TERMINATION.** This Agreement shall terminate automatically on January 31, 2022.
- 7. RELATIONSHIP OF PARTIES.** It is understood by the parties that Hawk Circle Consulting is an independent contractor with respect to Arise High School, and not an employee of Arise High School. Arise High School will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Hawk Circle Consulting.

8. EMPLOYEES. Hawk Circle Consulting's employees, if any, who perform services for Arise High School under this Agreement shall also be bound by the provisions of this Agreement.

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

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

11. 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 Arise High School :

Arise High School
Karla Gandiaga
Executive Director
3301 E 12th St UNIT 205
Oakland, CA 94601

IF for Hawk Circle Consulting:

Hawk Circle Consulting
Jenna Stauffer
CEO
7589 Hansom Drive
Oakland, CA 94605

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.

12. 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.

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

14. 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.

15. 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.

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

17. 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.

18. ASSIGNMENT. Hawk Circle 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 Arise High School. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of Arise High School with, or its merger into, any other corporation, or the sale by Arise High School of all or substantially all of its properties or assets, or the assignment by Arise High School 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.

19. SIGNATORIES. This Agreement shall be signed on behalf of Arise High School by Karla Gandiaga, Executive Director and on behalf of Hawk Circle Consulting by Carolyn Gramstorff, CEO and effective as of the date first above written.

Party receiving services: Arise High School

By: _____ Date: _____
Karla Gandiaga, Head of School

Party providing services: Hawk Circle Consulting

By: _____ Date: _____
Jenna Stauffer, CEO