

Consulting Services Agreement

This Consulting Services Agreement ("Agreement") is entered into by and between, ARISE High School ("Client") and RainbowHR LLC on May 24, 2022 (the "Effective Date").

1. ENGAGEMENT OF CONSULTANT

Client engages Consultant to provide the services described in the attached Exhibit A, and Consultant agrees to provide such services, on the terms and conditions set forth in this Agreement. Consultant provides professional human resources consulting services. Client acknowledges that while Consultant's advice and recommendations may have tax or legal implications, Consultant is not licensed to practice public accountancy nor to practice law, and therefore does not provide legal or tax advice or any services that require such licenses. Client agrees to seek advice or consult with your personal CPA and attorney and discuss with them your questions and concerns that involve accountancy and legal issues. If you do not have a personal CPA or an attorney, we would be happy to arrange introductions.

2. COMPENSATION AND PAYMENT.

- (a) Fees for Services. As compensation for the services provided by Consultant under this Agreement, Client shall pay Consultant at the hourly rate of \$150 as described in detail in Exhibit A. Consultant will give Client notice as services performed under this agreement reach \$30,000 to allow for budget recalibration as needed. Outside of services noted in Exhibit A, Client and Consultant may also agree on a fixed rate for a project, or a monthly contract rate for regular ongoing services. These agreements will be set for in Appendices to this Agreement, and effective if signed by Client and Consultant.
- (b) Expenses. During the term of this Agreement, the Contractor shall bill and the Client shall reimburse Contractor for all reasonable and approved out-of-pocket expenses, which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by Contractor in traveling to and from Client facilities shall not be reimbursable.
- (c) Invoices and Payment. Consultant shall submit invoices with the date and number of hours worked and a short description of the services provided. Client shall pay the balance due on the invoice ("Payment") upon receipt of the invoice but not later than fifteen (15) days of the date on the invoice (Invoice Date). Such compensation shall be payable within 15 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation.

3. TERM AND TERMINATION

This Agreement shall commence as of the Effective Date and shall continue until terminated by either party, with or without cause, by the delivery to the other party of a written notice of termination. Upon the delivery of such termination notice, Consultant shall immediately cease providing the specified services. Client shall pay Consultant for services rendered and authorized expenses incurred up to the date of delivery of such termination notice.

4. CONFIDENTIALITY

In the course of providing the services hereunder, Consultant may obtain access to, or learn, confidential information relating to the Client's operations such as products, trade secrets, business plans, personnel, projects in process, or finances (collectively, the "Confidential Information"). Consultant shall not disclose or transfer such Confidential Information to any third party without the specific prior written approval of Client.

Confidential Information shall not include any information which (i) was publicly known and available in the public domain prior to the time of disclosure to the Consultant by the Client; (ii) becomes publicly known and available in the public domain after disclosure to the Consultant by the Client through no action or inaction of Consultant; (iii) is lawfully in the possession of Consultant at the time of disclosure by the Client; (iv) is independently developed by Consultant without use of or reference to the Client's Confidential Information; (v) is received by Consultant from a third party which Consultant has no reason to believe has a duty of confidentiality to the Client; (vi) is required by law to be disclosed by Consultant, provided that Consultant gives the Client prompt written notice of such requirement prior to such disclosure and cooperates with the Client in the latter's attempt, if any, to prevent such disclosure or in obtaining a protective or similar order with respect to the Confidential Information to be disclosed; or (vii) has been approved for disclosure by the Client. Upon the termination of this Agreement, or upon the Client's earlier request, Consultant will deliver to the Client all of the Client's Confidential Information in tangible form that Consultant may have in Consultant's possession or control. Client consents to Consultant's use of Client's name and logo on Consultant's website or marketing materials that identify Client as a client of Consultant.

5. CONSULTANT RELATIONSHIP.

Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Consultant will not be entitled under this Agreement to any of the benefits that Client may make available to its employees, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Consultant by filing a Form 1099 with the Internal Revenue Service as required by law. Consultant may perform the services required by this Agreement at any place or location and at such times as Consultant shall determine. Consultant agrees to provide all tools and equipment required to perform the services under this Agreement. The Consultant shall have no authority to act as agent for, or on behalf of, the Client, or to represent the Client, or bind the Client in any manner.

6. RESPONSIBILITY

Client shall defend and indemnify Consultant against all claims, liabilities, losses, damages, costs and penalties arising in any manner from (i) any claims by customers, clients, employees, consultants or agents of Client, (ii) any acts or omissions of Clients, its agents, employees or consultants, or (iii) any breach or default under this Agreement. Neither Client nor Consultant shall be liable to the other for lost profits or any indirect, special, incidental, punitive or consequential damages arising out of this agreement, even if the other party had been notified or was aware of such damages.

7. NOTICES

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated (i) by personal delivery; (ii) by overnight courier upon written verification of receipt; (iii) by electronic mail upon acknowledgment of receipt of electronic mail; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.

Notices to Client
ARISE High School
ATTN: Karla Gandiaga

Notices to Consultant
RainbowHR LLC
ATTN: Keisha Jackson

3301 E 12th St. Unit 205
Oakland, CA 94601
karla@arisehighschool.org

45 Amador Village Cir, Apt. 36
Hayward, CA 94544
kjackson@rainbowhrllc.com
510.954.4835

8. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California.

9. ENTIRE AGREEMENT.

This Agreement, together with its Exhibit, constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both parties. If any part of this Agreement shall be deemed unlawful or unenforceable by a court of law, all other provisions shall remain in full force and effect. This Agreement will inure to the benefit of an be binding upon and enforceable against the parties and their successors, assigns, executors and heirs.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date indicated in signature line below. The parties hereto agree that electronic or facsimile signatures shall be as effective as if originals.

Arise High School
Client Contact: Karla Gandiaga, _____
Title: Head of School/Directora
Signature: _____
Date: _____

RainbowHR LLC
By: Keisha N. Jackson
Title: Founder & CEO
Signature _____
Date: _____

Exhibit A: HR Consulting Services Offered by RainbowHR LLC
kjackson@rainbowhrllc.com

- On-call Executive HR support including compensation redesign
- Employee workplace investigations/mediations for up to 35hours at the standard hourly rate; additional hours over 35 will be billed as noted below.
- Leadership development & coaching for school leadership, upon request by Head of School

<p>On-call Executive HR support to include Leadership Development & Coaching</p>	<ul style="list-style-type: none"> • \$150 per hour
<p>HR Audit</p> <ul style="list-style-type: none"> • Review existing human resources policies and practices to identify any compliance gaps with current federal, state, and local laws and regulations. • Detailed report of findings and HR best practice recommendations for possible next steps. 	<ul style="list-style-type: none"> • \$6,000 (for up to 45 hours of work inclusive of report with summary of recommendations). Note: additional hours over 45 will be charged at \$150 per hour rate. • Support implementing recommendations offered at on-call Executive HR support rate and includes alignment and mapping of existing Organization policies (e.g. benefit deductions, PTO/sick leave accruals, FMLA tracking, etc.) with 3rd party vendors and/or platforms i.e. HRIS/payroll servicers, benefits servicers and/or outsourced Finance departments.
<p>Employee Handbook Development and/or significant rewrite.</p>	<ul style="list-style-type: none"> • \$10,000 <ul style="list-style-type: none"> • Package includes drafting of following types of policies Employment: At-will employment, Immigration law compliance and personnel records; All protected leaves of absence including ADA accommodations; Harassment, Discrimination and Retaliation prevention, and applicable local ordinances e.g. Fair Chance Ordinance, Consideration of Salary History, Paid Sick Leave Ordinance. • Additional policy drafting specific to organizational values/requests offered at On-call HR Executive support rate and may include but is not limited to progressive discipline, PTO/sick leave, Mileage & Expense reimbursement, workplace guidelines, DEI, etc.

<p>Training Workshops</p> <ul style="list-style-type: none"> • Workplace harassment prevention, including sexual harassment prevention training • New Manager/Manager refresher training – navigating workplace accommodation requests, company leave policies, workers compensation, performance management and evaluative feedback. • On-demand training based on organizational need and description of goal to be reached relating to personnel issues 	<ul style="list-style-type: none"> • Workplace harassment prevention training starts at \$10,000 to include training development and in-person/virtual delivery of training to up to 60 employees. <ul style="list-style-type: none"> • Training will be tailored to provide problem-based learning scenarios and align with organizational values • Training will be done in two cohorts of up to 30 employees for 2 hours for a total of 4hours of workplace harassment prevention training for up to 60 employees • Manager training/On-demand training offerings starting at \$15,000 for up to 20 participants and will incorporate organizational values and problem-based learning scenarios to ensure retention of concepts and ability to analogize to scenarios that may occur
<p>Employee workplace investigations and or/mediations</p> <ul style="list-style-type: none"> • Workplace harassment, misconduct, conflict resolution (mediation) – manager and employee and/or peer to peer 	<ul style="list-style-type: none"> • \$5,000 for up to 35 hours of work inclusive of interviews with employees, review of all data regarding claims and drafting of summary report regarding findings and recommendation. • Additional hours will be charged at the rate of \$250 per hour