

**CONSULTING AGREEMENT BY AND BETWEEN LATINO EDUCATION AND ADVANCEMENT FOUNDATION
(LEAF) AND AMETHOD PUBLIC SCHOOLS (AMPS)**

This agreement (the “**Agreement**”) is made on November 1, 2023, by and between Latino Education and Advancement Foundation (“**LEAF**”) and Amethod Public Schools (“**AMPS**”) (collectively referred to as “**Parties**”). AMPS wishes to retain LEAF in support of the work its entire school community and in consideration of the mutual covenants contained herein and the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capacity. AMPS hereby retains LEAF on a non-exclusive basis with respect to the business of the identified services in Exhibit A (the “Business”) during the Term, and LEAF hereby accepts such duties, all effective as of the date of this Agreement and upon the terms and subject to the conditions set forth herein.
2. Duties. During the Term, LEAF shall perform such consulting services as may be reasonably specified from time to time by AMPS (the “Consulting Services”), subject to the requirement that LEAF shall comply at all times with all applicable laws. The Consulting Services may include, without limitation, as described in the attached Exhibit A. In connection with the rendering of the Consulting Services, LEAF shall provide to AMPS; (i) upon the AMPS’s written request, all information, documents and other materials relating to the Consulting Services; and (ii) such other oral and/or written reports regarding Consulting Services as the AMPS may from time-to-time request.
3. Availability; Location. During the Term, LEAF shall be reasonably available to render the Consulting Services on such business days and times to be requested by AMPS and approved by LEAF. AMPS will provide a working space for LEAF to use in the engagement of duties, assignments and meetings pertaining to the project.
4. Confidential Information. Except for where such disclosure is necessary and authorized by AMPS, LEAF shall keep in strict confidence, and shall not, directly or indirectly, at any time during or after the Term, disclose, furnish, disseminate, make available or, except in the course of performing his duties hereunder, use any trade secrets or confidential business and technical information of AMPS, including, without limitation, facts as to when or how LEAF may have acquired such information (collectively, “Confidential Information”).
 - A. Upon the termination of the Agreement, or sooner if requested by AMPS, LEAF shall return to AMPS, in good condition, all property of AMPS, including, without limitation, the originals and all copies of any materials which contain, reflect, summarize, describe, analyze or refer or relate to any items of information listed in this Agreement.
2. Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, AMPS and its successors and assigns.
3. Indemnification. AMPS will indemnify, defend, and hold LEAF free and harmless from any obligations, costs, claims, judgments, attorneys’ fees, and attachments arising from, growing out of, or in any way connected with services provided by LEAF for AMPS under the terms of this Agreement, unless and only to the extent that an arbitrator finds that LEAF has committed gross negligence or willful misconduct in the conduct of the Services and holds LEAF liable in whole or in part. Notwithstanding anything to the contrary in the foregoing sentence, LEAF shall indemnify, defend, and hold AMPS free and harmless from any obligations, costs, claims, judgments, attorneys’ fees, and attachments suffered by AMPS as a result of a third party legal action caused by the gross negligence or willful misconduct of LEAF; provided that such acts or omissions by LEAF were taken without the approval or acquiescence of AMPS or an agent designated for this purpose by AMPS.

4. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, including any dispute relating to interpretation of or performance under the Agreement (“Dispute”), shall be resolved in the manner set forth in this Section 13, which shall be in lieu of litigation in any court, and the Parties specifically waive any right to a jury trial of any dispute between them.
5. Negotiation. The Parties will attempt in good faith to resolve the Dispute promptly by negotiations between senior representatives of the Parties who have authority to settle the Dispute (each, a “Representative”).
6. Intellectual Property.
 - A. Pre-Existing. Each Party retains all rights of any nature in intellectual property, including without limitation, any patent, inventions, industrial design, trademark, copyright, proprietary information, design, process, method, technique, procedure, manuals, and know-how (collectively, “Intellectual Property”) that the Party or its subsidiaries or affiliates owned before the Commencement Date (“Pre-Existing Intellectual Property. Each Party understands and agrees that no title to or ownership of a Party’s Pre-Existing Intellectual Property, or any part thereof, is transferred to the other Party as a result of this agreement.
 - B. Newly Created. To the fullest extent possible, each Party will retain ownership rights in any Intellectual Property newly created, conceived or developed in connection with the Project (“Newly Created Intellectual Property”), and grants to the other Party a fully paid up, worldwide, non-exclusive, non-sublicensable license to use that Party’s Newly Created Intellectual Property. In the event that (1) one Party modifies or creates derivative works from the other Party’s Intellectual Property such that it is difficult to identify separately the Newly Created Intellectual Property from the other Party’s Pre-Existing Intellectual Property, or (2) the Parties jointly create or conceive of the Newly Created Intellectual Property in connection with the Project, the Parties agree that they will establish, in a writing signed by both Parties, the terms and conditions of ownership and use of the Newly Created Intellectual Property before either Party may publish, distribute, make publicly available, license to third parties, or otherwise use the Newly Created Intellectual Property.
7. Term. The term for this proposal is detailed in Exhibit A, Section I labeled “Term”. The period from the effective date of the Agreement until it is terminated, is sometimes referred to herein as the “Term.” If the effective date of the Agreement occurs other than on the first day of the applicable calendar month, or if the termination of the Agreement occurs other than on the last day of the applicable calendar month, then the fee payable to LEAF pursuant to Section 6 below for such month(s) shall be pro-rated accordingly. The Agreement shall commence as of the date first written above and shall terminate on the date identified by AMPS of June 30, 2025. Services will commence as agreed upon by AMPS and detailed in Exhibit A. Should any of the parties seek to an early termination, such action will be in accordance pursuant to the Early Termination provisions set forth in Section 9 herein, which shall be considered “Early Termination.”
8. Compensation. As consideration for providing the Services, AMPS shall pay to LEAF as follows:
 - A. This will be a 19-month contract for a total of \$260,000.
 - B. AMPS shall pay LEAF \$130,000 for the first 12 months of service starting on November 1, 2023 - Through October 31, 2024.
 - C. For the 2024-25 academic year, AMPS will be LEAF a total of \$130,000 for the months of

November 1, 2024 – June 30, 2025

- D. \$10,833.33 beginning due on 12/1/24.
 - E. Payment due at the end of the month
 - F. Late payments and any overdue amounts under this Agreement will be charged a rate of 18.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.
9. Should at any time, AMPS request to adjust the Agreement that will increase expenses or time allotted, the consulting fee will be subject to change depending on the services requested. Any changes in the consulting fee will be communicated to AMPS with prior written approval.
10. All invoices will be sent to the AMPS Accounts Payable (EMAIL) and to the AMPS Finance Department at (EMAIL). AMPS agrees to send payment to the remittance email address, below and located on the invoice:

Mail:

LEAF
Accounts Payable: ap@leafca.org

11. Early Termination. Either party may terminate this agreement immediately and without prior notice if the other party materially breaches any of its obligations under this agreement, subject to any cure periods specified elsewhere in this agreement. LEAF and AMPS shall each have the right to end the Term of Services early by providing written notice to the other party at least thirty (30) days in advance of the termination date, and such termination shall be subject to render all or any payments or reimbursements due by the set termination date.
- a) **Payment:** Upon early termination, the terminating party shall pay any outstanding fees, costs, or other financial obligations as per the terms of this agreement up to the effective termination date.
 - b) **Return of Property:** The party terminating the agreement shall promptly return any property, documents, or assets belonging to the other party, and the other party shall likewise return any property, documents, or assets belonging to the terminating party.
 - c) **Liabilities:** The parties shall remain liable for any obligations or liabilities that have accrued up to the date of termination.
 - d) **No Waiver of Rights:** Early termination shall not waive any rights or claims the parties may have against each other as specified in this agreement.
 - e) **Survival:** Sections of this agreement that, by their nature, should survive termination, shall continue to be in effect, including but not limited to confidentiality, intellectual property rights, and dispute resolution provisions.
12. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.
13. Modifications. No change, amendment or modification of this Agreement shall be valid unless it is in writing specifically referencing this Agreement and signed by all the parties hereto. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom it is

sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement or understanding at a future time.

14. **Severability.** If any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to affect the intent of the parties hereto. The parties hereto shall use their reasonable best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business, and other purposes of such void or unenforceable provision.
15. **Governing Law.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of California, without regard to principles of conflicts of law.
16. **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
17. **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or when dispatched by electronic facsimile transfer (if confirmed in writing by mail simultaneously dispatched), one business day after having been dispatched by a nationally recognized overnight courier service or three business days after having been deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States Mail to the appropriate party at the address specified below:
 - A. **If to AMPS:** **Evelia Villa; CEO**
1450 Marina Way South Richmond, CA 95801
 - B. **If to LEAF:** **Brittany Alvarez, Executive Director**
300 S. 1st Street, Suite 211, San Jose, CA 95113
18. **Construction.** Where the context so indicates, the masculine shall include feminine and neuter, the singular shall include the plural and the plural shall include the singular. When a reference is made in this Agreement to a Section, such reference is to a Section of this Agreement unless otherwise indicated. The parties hereto have been represented by counsel during the negotiation, preparation, and execution of this Agreement and therefore, hereby waive, with respect to this Agreement, the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.
19. **Entire Agreement.** This Agreement contains all of the promises, agreements, conditions, understandings, warranties and representations between the parties hereto with respect to the subject matter hereof. This Agreement is intended by the parties hereto to be an integration of any and all prior agreements or understandings (other than those identified above), oral or written, with respect to the subject matter hereof.
20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

21. Effective Date. This Agreement is effective as of the date signed by all Parties.

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

LEAF

AMPS

By: _____
Brittany Alvarez
Executive Director

By: _____
Evelia Villa
Chief Executive Officer

Date: _____

Date: _____

EXHIBIT A
OVERVIEW OF SERVICES
AMPS / LEAF CONSULTING SERVICES AGREEMENT

I. Term: November 1, 2023 – June 30, 2025 (19 Months)

II. Overview of Services:

LEAF will oversee the services described negotiated and agreed to below between both parties:

1. Family Engagement Workshops: (Workshops are detailed in Exhibit B)

- Consultant will work with the client’s External Affairs and Community Outreach teams to coordinate process and protocols for the assignments.
- Consultant will Develop specialized curriculum identified in the scope of work (Exhibit A).
- Consultant will create targeted informational family workshops for the varied Family committees at the school sites including the Family Staff Team (FST), and Advisory Group.
- Consultant will lead the workshop facilitation in multiple languages as needed.
- Organizes collective actions to support the Initiative's effort.
- Identify and develop campaigns that are geared to target advocacy goals.
- Assist in the identification, selection, and training of Community Personnel

2. Staff Training- Multi Tiered Systems of Support Modules (Detailed in Exhibit B)

- Lead Staff workshops as planned with AMPS Team
- Identify means of collecting qualitative and quantitative data to analyze impact of programs.
- Conduct research to understand the root causes of issues raised by the community and identify potential solutions.
- Develop advocacy organizing goals and oversee data collection needed to evaluate whether goals have been met.

3. Student Services

4. Communications:

- Create a communication workflow and plan for the Family Advocacy focus.
- I Build a common communication message and platform identify tactical and resonate messages for families.
- Families
- Highlight updates and lessons learned to members of the collaborative.
- Establish a marketing plan to actively recruit families to the EEI Family Advocacy Council

III. FEE SCHEDULE: The Client will pay Consultant fee of \$80,000.00 over six months and will be due in six (6) installments of \$13,333.33. The monthly rate of \$13,333.33 will be invoiced monthly and upon execution of the contract/agreement with the first installment paid no later than January 30, 2023.