



## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement (“Agreement”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between American Indian Public Charter School II, 171 12<sup>th</sup> St., Oakland, California, 94607 (hereinafter referred to as “Charter District”), and Vital ELC a Limited Liability Corporation, 2219 Shoshone Falls Ct., Henderson, Nevada 89044 (hereinafter referred to as “Consultant”).

1. **Term.** This Agreement shall commence on October 20, 2023, and terminate on November 30, 2023 (the “Term”).

2. **Scope of Services.** Charter District hereby retains the Consultant to serve as a member of the Corrective Action Plan (CAP) Committee as part of their response to complaints and concerns itemized in the investigative report and notice from Oakland Unified School District (OUSD) dated September 27, 2023 (the “Work”).

### Consultant’s scope of work shall include:

1. **Participation in CAP Committee:** Consultant shall actively participate in the CAP Committee meetings as scheduled, contributing their expertise and insights to address identified issues.
2. **Input on CAP Improvements:** Consultant shall provide meaningful input and recommendations for improving the CAP, ensuring its effectiveness in achieving remediation goals.
3. **Work with staff, committee members, and AIMS Board members to facilitate development of a corrective action plan.** These services include the comprehensive review of all pertinent documents, plans, personnel information, forms, and other materials as required to inform and address the complaint areas. Services may also include, but is not limited to, working with Charter District current and former staff, OUSD staff, students, community members, and the Board of Directors.
4. **Develop a plan and timeline for progress monitoring of CAP.** Ensure that the CAP includes timelines for progress monitoring and identify indicators/measures that will be used to determine progress and make recommendations for improvement and/or next steps.
5. **Develop a communication plan.** Consultant shall work with staff, the CAP committee, and other designated parties to ensure consistent and timely communication regarding goals, priorities, and progress.

3. **Expertise.** The Consultant represents and warrants to Charter District that it has staff available to perform the Work and that individuals providing the Work have the appropriate licensure, credentials, background, training, and experience to perform properly the Work to be delivered under this Agreement. The Consultant further represents and warrants that it owns or is authorized to use all the intellectual property that it may transfer to the Charter District or otherwise include in its deliverables to District under this Agreement.

4. **Fees and Expenses.** Charter District shall provide the Consultant with an original or electronic version of this Agreement that shall have been signed by an authorized Charter District signatory and will be countersigned by an authorized Consultant Signatory.

Consultant shall be paid a consultancy fee of \$350.00 per hour for any and all services provided by this Agreement, including but not limited to document review/revision, phone consults, and in-person or virtual meetings as requested by the charter. Consultancy fee shall be payable upon Charter District's receipt from Consultant of an invoice that, in form and substance satisfactory to the Charter District, shall describe the Work that Consultant shall have provided to the Charter District in the period during the Term for which Consultant seeks payment. Consultant shall be entitled to reimbursement of reasonable expenses for travel and/or materials that are actually incurred and allocable solely to the Work provided to Charter District pursuant to the Agreement. The Consultant shall provide such reasonable evidence as Charter District may request in support of the Consultant's claims for expense reimbursement.

5. **Termination.** Either party may terminate this Agreement with thirty (30) days prior written notice to the other party. The Consultant hereby acknowledges and agrees that anything to the contrary notwithstanding, in the event of such termination, District shall only be liable for payment of the services rendered through the effective date of termination.

6. **No Employment Relationship Created.** It is understood and agreed between the parties that the Agreement is not intended to nor does it create an employment contract between District, on the one hand, and Consultant and any of its employees, on the other, nor does it create a joint relationship or partnership between the parties hereto. Neither Consultant nor its employees are entitled to benefits that District provides for District employees. Consultant's relationship to District is solely and exclusively that of an independent contractor. Conduct and control of the Work shall be solely with the Consultant. Consultant shall be permitted to engage in any business and perform services for its own accounts, provided that the Work is not compromised. Except as specifically permitted in this Agreement, neither party shall use the name or trademarks of the other party or incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

7. **No Withholding.** Consultant is solely and exclusively responsible for the satisfaction of Consultant's own local, state, and federal income tax and Social Security withholding that may be applicable to the amounts payable by District under this Agreement.

8. **Confidentiality.** During the course of performance of the Agreement, Consultant may be given access to information that relates to District past, present and future research, development, business, activities, services, programs, technical knowledge and personally identifiable student and employee information. All such information shall be deemed to be "Confidential Information" unless otherwise indicated by District in writing at or after the time of disclosure. Consultant may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Access to Confidential Information shall be restricted to those of Consultant's personnel, representatives, and Consultants on a need-to-know basis solely in connection with Consultant's internal business. Consultant further agrees that it shall (i) take all necessary steps to inform any of its personnel, representatives, or

consultants to whom Confidential Information may be disclosed of Consultant's obligations hereunder and (ii) cause said personnel, representatives, and consultants to agree to be bound by the terms of this Agreement by executing a confidentiality agreement containing the same restrictions contained herein or some other method acceptable to District. Consultant agrees to protect the confidentiality of Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Consultant agrees to notify District of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof. The terms of this Section 8 shall survive the expiration or termination of this Agreement.

These requirements apply to any subcontractors or agents the Consultant uses in the performance of the Work and it is Consultant's responsibility to assure that all such subcontractors and agents comply with all such requirements.

**9. Assignment.** Consultant shall not assign its duties hereunder without the prior written consent of the District.

**10. Binding Effect.** This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

**11. Compliance With Laws.** Consultant warrants on its behalf and that of its subcontractors, employees, and agents that it shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations and codes, including, but not limited to, the Family Educational Rights and Privacy Act of 1974 (the "Buckley Amendment") with respect to personally identifiable student education records; the Gramm-Leach-Bliley Act with respect to student financial information; and applicable provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 relating to Equal Employment Opportunity, section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and section 503 of the Rehabilitation Act of 1973.

**12. Dispute Resolution.** The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.

**13. Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

**14. Authorization.** Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so, and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

The parties hereto have executed this Agreement on the day and year first written above.

American Indian Public Charter School II  
By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Vital ELC  
By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Dr. Michele Bowers

\_\_\_\_\_  
Founder and Chief Executive Officer  
Title

\_\_\_\_\_  
Date