Consulting Agreement

This Consulting Agreement ("Agreement") is made and entered into as of September 1, 2024, by and between AIMS K12 College Prep Charter Schools ("Client"), and Seth Feldman, EdD, Esq. ("Consultant").

1. **Scope of Work**

Consultant agrees to provide consulting services to Client in the following areas on an as-needed basis:

1. Charter School Compliance and Governance
2. Education Law options for charter school
3. Employment Law options for charter school regarding non-CA based claims. Options are to be provided for Federal claims and as preventative matters in all claims.
4. Real Estate and Facilities
5. Contracts and Agreements—options and suggestions for improvements
6. Regulatory Compliance
7. Intellectual Property
8. Risk Management and Liability
9. Litigation Support—serving as a liaison between litigation counsel and the charter school. Serving as the charter school’s representative as a liaison between litigation counsel and the charter. Working with the charter school to advocate on their behalf with the support counsel.
10. General Legal Counsel in jurisdictions where consultant is licensed to practice law.

**2. Billing Structure**

A. Hourly Rate: Consultant will bill for services rendered at an hourly rate of $250 per hour.

B. Billable Activities: Time will be billed in [15]-minute increments for all work performed, including but not limited to:

* 1. Phone calls and email correspondence
  2. Research and document preparation
  3. Meetings (in-person or virtual)
  4. Travel time (if applicable)
  5. Mediations
  6. Arbitration hearings

The consultant will inform the client of any matter that will require more than 5 hours in any one given month.

The client and the consultant can also agree to a per project fee of both parties agree. Should that occur, that will not negate this section for other assignments.

**3. Expense Reimbursement**: Out-of-pocket expenses incurred in providing services (e.g., filing fees, copying costs, travel expenses) will be billed separately and itemized on the invoice. ***There shall be NO additional surcharges added to this section. Only actual expenses can be reimbursed. In cases where fees may be larger than $1,000 consultant may ask for pre-payment of fees.***

**4. Monthly Invoicing**: Monthly invoices detailing the services provided, hours worked, and any expenses incurred will be submitted.

**5. Payment Terms**: Payment is due within 30 days of invoice receipt.

**6. Term and Termination**

1. This Agreement will commence on September 1, 2024, and continue through July 30, 2025, unless terminated earlier as provided herein.
2. Either party may terminate this Agreement with 30 days' written notice.
3. Upon termination, the Client agrees to pay for all services rendered up to the termination date.
4. Any extension or renewal of this Agreement beyond July 30, 2025, must be mutually agreed upon in writing by both parties.

**7. Conflict of Interest**

Client understands that consultant is a charter executive in Oakland and may be privileged to information regarding the charter landscape in Oakland.

The consultant understands that he must inform client within 24 hours of any potential conflicts of interest and that the client has the final right to determine if a conflict exists and may instruct the consultant to stop working on an issue. Stop work order must be in writing.

**8. Confidentiality**

Consultant will maintain strict confidentiality of all information related to the consultation, subject to the following conditions:

1. Confidential information is protected and will be disclosed only to the extent necessary to comply with professional ethics rules or as required by law.
2. Confidential information may be disclosed to third parties only if necessary and in a manner consistent with this Agreement.
3. Consultant may not share information he learns about the charter with any representatives of the Oakland Unified School District, The Alameda County Office of Education or the California Department of Education unless failing to disclose would result in death, serious bodily injury, fraud, financial misrepresentation, any criminal matter or if compelled by a judicial decree.

**9. Review and Approval**

This Scope of Work is subject to review and approval by both parties. Any modifications to this Agreement must be made in writing and agreed upon by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the dates indicated below.

**10. Choice of Law:** California. Any disputes shall be in accordance with the laws of the state where services are being sought. If services are sought for AIMS in CA, then the choice of law shall be CA. If services are sought for an out of state item then the choice of law shall be that state where services are sought (IE—if charter wants to open a new school in AZ, then the choice of law would be AZ).

**11. Liability Limits**

Consultant’s Limitation of Liability. Except for Consultant’s confidentiality and indemnity obligations, respectively, and except for actions or claims arising from gross negligence or intentional or willful misconduct, Consultant’s total liability to Company shall not exceed the greater of the total Consultant compensation value.

Company’s Limitation of Liability. Except for actions or claims arising from the gross negligence or intentional or willful misconduct of Company’s total aggregate liability to Consultant shall be limited to the compensation fees.

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For AIMS K12 College Prep Charter Schools

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Seth Feldman, EdD. Esq.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_