

May 19, 2021

David Forbes
President, Board of Directors
Academy of Alameda
401 Pacific Ave
Alameda, CA 94501

Dear Mr. Forbes,

We are delighted that Academy of Alameda ("Client") has engaged Koya Leadership Partners LLC (the "Firm"), a Diversified Search Group company, on an exclusive basis to provide executive search services. This engagement letter ("Agreement") sets forth the terms pursuant to which the Firm will perform said services on behalf of your organization.

Scope of Services and Time Period

The Firm will screen, interview, and present qualified candidates to Client to fill the role of Executive Director (the "Position"). The term of this Agreement (the "Term") shall commence on execution of the engagement and will continue for the later of the duration of the search or an initial period of twelve (12) months. The parties will have the ability to extend if mutually agreed, except as otherwise terminated herein.

Retainer, Search Fees, and Expenses

The Firm works on a nonrefundable retainer (the "Retainer") arrangement per engagement, which is equal to 33 1/3 % of the total compensation for the Position (including base salary, estimated bonus, signing bonus, and any other deferred extra compensation anticipated) during the first twelve (12) months of the selected candidate's employment. The Firm expressly excludes from this calculation any fees or payments related to the candidate's relocation, or housing allowance, or other incentive reimbursements. For purposes of this search engagement, the Retainer will be 33 1/3 % of \$180,000, for a fee of \$60,000. The Retainer will be invoiced in three (3) installments of \$20,000: the first due on execution of the engagement; the second will be invoiced on August 1, 2021; and the third will be invoiced on September 1, 2021. Invoices are due upon receipt.

Upon completion of the search engagement, the Firm will reconcile the Retainer with the actual first year compensation and will send a final invoice should the actual search fees due for the search (based on the calculations above) exceed the basis of the Retainer.

During the course of this Agreement, the Firm is also reimbursed for direct and indirect expenses. Direct expenses ("Reimbursable Expenses") are costs associated with the candidate development, interview and overall selection process. Examples include, but are not limited to, candidate travel, consultant travel, and project-specific advertising and mailing costs. Direct expenses are invoiced as incurred on a monthly basis.

Indirect expenses cover a portion of aggregated costs that provide essential engagement support such as system database management, third-party technology licenses and data analytics costs. Indirect expenses are 10 % of the total Retainer fee billed over the first two (2) installment invoices. Indirect expenses are fixed and will not be adjusted upward even in the event there is an increase in the benchmarked first year compensation.

A charge of 1.5 % per month is imposed on any portion of an invoice outstanding for more than ninety (90) days after the billing date. Firm reserves the right to put on hold, or cease providing, services in the event payment is not remitted promptly.

If during the Term of this Agreement Client chooses to discontinue consulting services for any reason, Client will forfeit the first installment of the Retainer; pay a pro rata portion of the remaining Retainer billing cycle based upon the time



elapsed prior to the Firm's receipt of your notice of cancellation; and any Reimbursable Expenses incurred prior to our receipt of such notice of cancellation. Any notice of cancellation must be in writing. If Client decides to postpone a search after it has commenced, upon resumption of the search, a new fee arrangement may need to be mutually agreed. If a search remains on hold for more than three (3) months, the search will be considered cancelled unless otherwise agreed in an addendum between the Firm and Client.

In the event of a substantive change to the qualifications required to fill the Position such that, in Firm's professional judgment, a new profile is required, a new agreement for services shall be mutually agreed and additional fees may apply.

Off Limits

The Firm will not recruit, nor cause to be recruited, the placement hired into the Position for a period of one (1) year from the completion of the search engagement.

Additional Hires

If more than one (1) person is hired through this search effort (an "Additional Hire"), a professional fee of 25 % of the additional candidate's actual total first year compensation will be payable for each additional individual hired upon receipt of the invoice. Any candidate presented, interviewed, or identified by Firm in connection with this search who is hired by Client, or any affiliate thereof, for any position within twelve (12) months after the termination of this Agreement or completion of the search engagement shall be deemed to have been hired through this search effort. Any Additional Hire shall be excluded from search Replacement Guarantee referenced below.

Replacement Guarantee

If a placed candidate hired through this search engagement leaves the Position for which a Retainer was paid within twelve (12) months of their start date, the Firm will reinitiate a search for the same Position as the original placement, under the following circumstances: (i) the placement's departure is for cause or the result of their inability to carry out the Position's responsibilities (expressly excluding death, disability, change of control resulting from asset or equity purchase, merger, consolidation, company relocation, or a commercially significant change in the responsibilities of the Position); or (ii) the placement resigns (for reasons that do not include a material change in the job requirements including an unanticipated relocation, responsibilities or authority of the Position are significantly different than represented at the time of hiring, or a resignation due to the discovery of an immoral, illegal, or inappropriate business practice on behalf of Client). Client is entitled to one (1) replacement search and said replacement search must be requested in writing within thirty (30) days after candidate's departure. The replacement search must be initiated within ninety (90) days of Client's notice to Firm, will have a duration of six (6) months, no additional fee other than Reimbursable Expenses shall apply, and will require Client and Firm to sign an addendum.

Confidentiality

During the Term of this Agreement, Client and Firm will provide each other with various information on potential candidates and additional Client related topics. This information is gained in confidence and therefore should be regarded as highly sensitive, proprietary, and confidential. Accordingly, it is understood and agreed that dissemination of this information shall be limited to employees and stakeholders of Client and Firm who are directly connected with this specific search, or whom a reasonable person would agree have a need to know.

This section shall not apply to any information which (i) is or becomes publicly available through no fault of the receiving party; (ii) is already in the receiving party's possession without restriction on disclosure when disclosed by the disclosing party; (iii) is independently developed by the receiving party without use of confidential information; or (iv) is rightfully obtained from third parties without restriction on disclosure.

Indemnification

The Firm hereby agrees to indemnify and hold harmless Client, its owners, employees, officers, directors, shareholders, affiliates, and agents from and against all actions, damages, and direct expenses arising out of: (i) any negligent act by the

Firm in the performance of the services provided under this Agreement; (ii) any breach of any covenant contained in this Agreement, including any violation of the confidentiality obligations stated within; and (iii) any claims by candidates arising from any negligent act or omission by the Firm in the performance of the services provided under this Agreement; provided the amount of damages shall not exceed the amount of the Retainer paid by Client. This indemnification shall remain in effect for a period of one (1) year from the start date of this Agreement and shall survive the earlier expiration or termination of this Agreement by either party.

Limitation of Liability

The Firm's liability in any and all categories and for any and all causes related to the screening, interviewing and placement of the candidate covered by this Agreement, and any and all causes arising under this Agreement, whether based in contract, tort, negligence, strict liability or otherwise, shall in the aggregate, not exceed the actual fees paid by Client to Firm over the Term of this Agreement. In no event will either party be liable for remote, incidental, consequential, punitive, indirect, or special damages, whether or not foreseeable, including without limitation, interruption or loss of business, profit or goodwill. As a condition for recovery of any liability, the Client must assert any claim against Firm within three (3) months after discovery or twelve (12) months after the effective date of the expiration or termination of the Agreement under which the liability arises, whichever is earlier. Any protection against liability for losses or damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages sought is based on contract, tort (including sole, concurrent, or other negligence and strict liability of any protected individual or entity) statute or on any other theory. To the extent permitted by law, any statutory remedies which are inconsistent with these terms are waived.

Data Privacy

During this Agreement, the Firm may provide the Client with personally identifiable information ("Personal Information") related to candidates or participants in assessments provided as part of the search engagement and/or persons who provide any view or opinion regarding the qualities or abilities of any candidate or participant, for any purpose. Firm takes data privacy seriously and is committed to protecting the confidentiality of Personal Information consistent with applicable data privacy laws. The Personal Information the Firm provides to the Client is provided only for the use by the Client in this engagement and may not be shared by the Client with any other person or entity. The Client agrees to use the Personal Information only for this engagement, to protect the confidentiality and security of Personal Information consistent with the requirements of this Agreement and applicable law relating to data protection and to destroy all such Personal Information immediately following termination of this engagement, or sooner if requested to do so by Firm in writing.

Personal Data

During the course of the search engagement the Firm and Client will access, collect, use, disclose, store, or otherwise process any data that relates to an identified or identifiable natural person ("Personal Data"):

(i) Each party will comply with all data protection and privacy laws, rules, regulations, and regulatory guidance, guidelines, and requirements ("Data Protection Laws") applicable to that party in exercising its rights or fulfilling its obligations under this Agreement. If the services require Firm to process the personal data of European Union or United Kingdom residents, the Firm will notify Client and the parties will work together in good faith to execute a Data Processing Addendum covering such processing.

(ii) Each party represents that it owns, and/or has obtained all necessary rights and consents to, Personal Data it discloses to the other party and provided any notices (or confirmed that such notices were provided) to data subjects as required by Data Protection Laws. Firm will obtain any required consents and provide all necessary notices to data subjects as required by Data Protection Laws.

(iii) The Firm will only collect, disclose, and store Personal Data to perform the search services. Wherever possible, the Firm shall anonymize, aggregate, de-identify, and/or compile on a generic basis so that it does not contain Personal Data.



(iv) If the Firm becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data (“Personal Data Breach”), the Firm will: (i) notify Client without undue delay after becoming aware of the Personal Data Breach; (ii) investigate and provide detailed information about the Personal Data Breach; (iii) take reasonable steps to mitigate the effects of, and to minimize any damage resulting from, the Personal Data Breach; and (iv) make reasonable efforts to assist in fulfilling obligations under Data Protection Laws to notify the relevant regulatory or supervisory authority and data subjects related to the Personal Data Breach.

Announcements

Upon search completion, if Client issues or causes to be issued any press release or other public announcement with respect to this Agreement, or the placement of a candidate pursuant to this Agreement, Client will consider including in such press release or other public announcement a reference to the Firm as the search firm placing the candidate. Unless you notify us otherwise, in writing, the Firm shall be permitted to include this search in our public relations and marketing (including Firm’s website, postings intended to solicit candidates for the Position, social media, collateral marketing materials, and future client proposals).

Commitment to Quality

Following the completion of our work together, Client will be asked to participate in a confidential quality survey. Client feedback is very important to us as we seek to enhance the quality of our services. Comments will also be incorporated into the quarterly review of all members of the team assembled to work on this engagement. We appreciate you taking the time to provide us with feedback.

We are delighted to have the opportunity to partner with you on this important search.

Agreed to and Accepted by:

DIVERSIFIED SEARCH GROUP

ACADEMY OF ALAMEDA

By: 

By:

Name: Steve Morreale
Title: Chief Operating Officer

Name: David Forbes
Title: President, Board of Directors

Date: May 19, 2021

Date:

Engagement Invoices shall be sent to:

Name: David Forbes
Title: President, Board of Directors
Telephone: 510-759-4676
Email address: dforbes@aoaschools.org

In our search engagements with clients, Diversified Search Group adheres to the guidelines of an equal opportunity employer, which means we are committed to providing equal employment opportunity to all employees and applicants for employment without regard to race, religion, creed, color, national origin, gender, age, disability, or any other classification or status protected by federal, state, or local law. This policy of equal opportunity covers all aspects of the employment relationship, including recruitment, hiring, transfers, promotions, training, terminations, working conditions, compensation, and benefits.