

**CONSULTING AGREEMENT BY AND BETWEEN
EDGILITY CONSULTING AND URBAN MONTESSORI CHARTER SCHOOL**

This agreement (the “**Agreement**”) is made on February 13, 2023, by and between Edgility Consulting LLC, a New Hampshire limited liability company (“**Consultant**”) and Urban Montessori Charter School (“**Client**”) (collectively referred to as “**Parties**”). Client wishes to retain Consultant to conduct a compensation study and update Client’s compensation practices and, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Background and Purpose. Consultant provides talent equity consulting services. Client desires to retain Consultant and Consultant agrees to provide to Client services on the terms and conditions set forth herein.

2. Services. Consultant shall provide to Client the services set forth in **Exhibit A** (“**Services**”), which is attached hereto and expressly incorporated herein by this reference. **Exhibit A** may be amended from time to time by the Parties pursuant to a written amendment signed by both parties pursuant to the terms of this Agreement.

3. Duties of Client. Client agrees to cooperate with Consultant in the performance of Consultant’s services and, specifically, Client agrees to the duties assigned to Client within this Agreement and as set forth in **Exhibit A** hereto.

4. Term. The term of services pursuant to this Agreement shall commence on August 7, 2023, and shall end on December 8, 2023, unless terminated by either party in accord with Section 6, herein (the “**Term of Services**”). Consultant and Client may extend the Term of Services by mutual agreement, but any such agreement must be in writing and signed by both Parties.

5. Compensation. As consideration for providing the Services, Client shall pay to Consultant as follows:

5.1. Client shall pay Consultant a consulting fee in the amount of \$36,120 according to the following schedule:

- A. \$18,060 due upon execution of this contract
- B. \$13,060 due upon design of compensation program deliverables as outlined in “Program Design” section of Appendix A, or June 13, 2023, whichever date comes earlier in time. Invoice will be sent on May 12, 2023, to match Consultant's net 30 terms.
- C. \$5,000 due upon completion of implementation support phase as outlined in “Implementation Support” section of Appendix A, or August 11, 2023, whichever date comes earlier in time. Invoice will be sent on July 11, 2023, to match Consultant's net 30 terms. Implementation support must be completed within three (3) months of the structure or program design. Beyond that point, Consultant will offer one (1) hour to coach Client through their own implementation tactics.

Client shall reimburse Consultant for all approved expenses necessary to the performance of Consultant's duties, including but not limited to any purchase of additional compensation data, within thirty (30) days of Consultant's submission of an invoice or reimbursement request with supporting documentation to Client. Other possible expenses include, but are not limited to, necessary travel, meals and lodging, long distance telephone charges, photocopying, messenger and delivery services and postage.

Payment is expected upon the provision of services. If Consultant does not receive payment in full on any invoice within thirty (30) days, late charges at .8333% interest per month (10% per year) will be imposed on Client's unpaid balance after fifteen (15) days. The unpaid balance is determined by taking the beginning balance of Client's account for each month, adding any new charges and subtracting any payments made to Client's account. Consultant will then multiply this amount by the .8333% monthly periodic interest rate to compute the late charge for Client's account for that month.

5.2. Should Client request to make adjustments to the Agreement that will increase expenses or time allotted, the consulting fee will be subject to change. Any changes in the consulting fee will be communicated to Client with prior written approval.

5.3. In the event that the client requests to extend the timeline of the project beyond the end date of the contract by more than two weeks, a late fee of \$1,500 per week will be charged for the duration of the extension.

5.4. All invoices and a copy of Consultant's W9 will be sent to Krishna Feeney at krishnaf@urbanmontessori.org and **Accounts Payable** at **[email address]**. If ACH is the preferred method of payment, Client will send a copy of their ACH form to eaustin@edgilityconsulting.com. If paying by check, the remittance address on the invoice differs from the address on the W9. Client agrees to send payment to the following remittance address, also located on the invoice:

Edgility Consulting LLC
480 S Holly Street
Denver, CO 80246
Attn: Accounts Payable

5.5. Client agrees and grants permission for Consultant to list Client's name and/or logo as part of a list of clients for whom Consultant has performed services, which may be listed on Consultant's website or within other printed or electronic materials.

6. Early Termination.

6.1. Consultant and Client 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 the Early Termination Payments set forth in Section 7 herein.

6.2. Consultant shall have the right to immediately end the Term of Services by written notice to Client if Client breaches any material provision of this Agreement, including, without limitation, the duties set forth in Section 3 above, or the making of payments to Consultant when due under the terms of this Agreement, and such termination shall be subject to the Early Termination Payments set forth in Section 7 herein.

7. Early Termination Payments. In the event that the Term of Services within this Agreement is terminated pursuant to Section 6.1 or Section 6.2, Client shall pay any and all fees, expenses, and costs incurred by Consultant, or otherwise due and owing, as of the effective date of the termination.

8. Conflict of Interest. Consultant agrees to devote the time and resources necessary to perform the services for Client provided for in this Agreement, but shall be free to work for any other client(s) during the term of this Agreement as long as that work does not prohibit Consultant from performing services for Client.

9. Confidential Information; Non-Disclosure.

9.1. Non-Disclosure by Consultant

A. During the term of this contract, Consultant may have access to and become acquainted with information of a confidential or proprietary nature (“**Confidential Information**”), which may be either applicable or related to the present or future business of Client or the business of its members and/or donors. Such Confidential Information shall be denoted as such by Client and includes, but is not limited to, employee demographic data, salary information, organizational financial information, strategic plans, human resources documents, and other information concerning employees. Consultant shall (i) not use for its own benefit or knowingly disclose to or use for the benefit of any other person, any Confidential Information without Client's prior written consent; (ii) use at least the same degree of care and precautions to protect Client's Confidential Information from disclosure that it employs with respect to its own confidential information; (iii) disclose Confidential Information only to those of its employees or contractors who require access to perform its obligations under this Agreement; and (iv) take appropriate action by instruction, agreement or otherwise with Client's employees or other persons allowed such access to satisfy the foregoing obligations.

B. This Section shall not apply to any information which (i) is or becomes publicly available through no fault of Consultant; (ii) is already in Consultant's possession without restriction on disclosure when disclosed by Client; (iii) is independently developed by Consultant without use of Confidential Information; or (iv) is rightfully obtained from third parties without restriction on disclosure.

9.2. Non-Disclosure by Client

A. During the term of this contract, Client may have access to and become acquainted with information of a confidential or proprietary nature (“**Confidential Information**”), which may be either applicable or related to the present or future business of Consultant or the business of its members and/or donors. Such Confidential Information shall be denoted as such by Consultant and includes, but is not limited to, all Edgility created findings, tools, and resources, Survey tools, and Scenario planning spreadsheet tool. Client shall (i) not use for its own benefit or knowingly disclose to or use for the benefit of any other person, any Confidential Information without Consultant's prior written consent; (ii) use at least the same degree of care and precautions to protect Consultant's Confidential Information from disclosure that it employs with respect to its own confidential information; (iii) disclose Confidential Information only to those of its employees or contractors who require access to perform its obligations under this Agreement; and (iv) take appropriate action by instruction, agreement or otherwise with Consultant's employees or other persons allowed such access to satisfy the foregoing obligations.

B. This Section shall not apply to any information which (i) is or becomes publicly available through no fault of Client; (ii) is already in Client's possession without restriction on disclosure when disclosed by Consultant; (iii) is independently developed by Client without use of Confidential Information; or (iv) is rightfully obtained from third parties without restriction on disclosure.

10. Independent Contractor.

10.1. This Agreement will not render Consultant an employee, partner, agent of, or engaging in a joint venture with Client for any purpose. Consultant is and will remain for all purposes an independent contractor.

10.2. Consultant shall be responsible for paying all federal and state taxes and FICA taxes. Consultant shall complete the services required under this Agreement according to its own means and methods of work, which shall be in the exclusive charge and control of Consultant, the Client being interested only with the ends achieved and results obtained. Consultant shall be responsible for the procurement, cost, and use of all materials, supplies, equipment, and/or additional labor needed or required to complete the requirements of the services provided pursuant to this Agreement.

10.3. Consultant acknowledges that Consultant shall not be entitled to any of the benefits provided by the Client to its employees, including but not limited to paid time off, health and welfare benefits, health and accident insurance, life insurance, or similar arrangements.

10.4. Consultant shall be entirely and solely responsible for its acts and the acts of any of its personnel, agents, or subconsultants while engaged in the performance of services under this Agreement. Any employees or subconsultants of Consultant shall also be bound to the terms and conditions of this Agreement.

10.5. Consultant hereby agrees and acknowledges that Consultant is not and will not represent or hold itself out to be an employee, agent, partner or joint venturer of or with the Client. Neither Client nor Consultant shall have the authority to bind the other in any respect. Consultant hereby acknowledges and agrees that Consultant will be solely and entirely responsible for Consultant's acts, and those of its employees, including acts of omission, during the performance of Services pursuant to this Agreement. Any individual that Consultant engages to enable Consultant to perform the services necessary to achieve the end results expected by Client shall work under the direction and control of Consultant and shall be the employee of Consultant. Client shall have no control over such individual and such individual shall not be the employee of the Client or have any relationship with the Client whatsoever.

11. Indemnity. Client will indemnify, defend, and hold Consultant 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 Consultant for Client under the terms of this Agreement, unless and only to the extent that an arbitrator finds that Consultant has committed gross negligence or willful misconduct in the conduct of the Services and holds Consultant liable in whole or in part. Notwithstanding anything to the contrary in the foregoing sentence, Consultant shall indemnify, defend, and hold Client free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments suffered by Client as a result of a third party legal action caused by the gross negligence or willful misconduct of Consultant; provided that such acts or omissions by Consultant were taken without the approval or acquiescence of the Client or an agent designated for this purpose by the Client.

12. 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 12, 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.

12.1. 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**").

12.2. Mediation. If a dispute arises between the parties to this agreement, whether arising from or related to the Agreement itself or arising from alleged extra-contractual facts prior to, during, or subsequent to the agreement, including, without limitation, fraud, misrepresentation, negligence, or any other alleged tort, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("**AAA**") under its Commercial Mediation Procedures before resorting to the arbitration proceedings laid out in Section 12.3.

12.3. ARBITRATION AGREEMENT.

A. If mediation is unsuccessful, any dispute arising between the parties, whether arising from or related to the Agreement itself or arising from alleged extra-contractual

facts prior to, during, or subsequent to the agreement, including, without limitation, fraud, misrepresentation, negligence, or any other alleged tort, the dispute shall be decided by arbitration in accordance with Title 9 of the United States Code and Chapter 542 of the New Hampshire Revised Statutes Annotated. The arbitration proceeding shall be conducted under the Commercial Rules of the American Arbitration Association (hereinafter, “AAA”), or, if the AAA has ceased to exist, its successor organization or a similar organization at the time demand is made.

B. Notice of the demand for arbitration must be provided, in writing, to the other Party at the locations specified in Section 13 of this Agreement and to the AAA. Demand must be made within one hundred and eighty (180) days after the dispute has arisen, time is of the essence. Said arbitration will occur within thirty (30) consecutive days after the Party demanding arbitration delivers the written demand on the other Party, unless impracticable or the Parties mutually agree otherwise in writing. Arbitration shall be initiated and conducted in Boston, Massachusetts or at such other location mutually agreed by the Parties.

C. The arbitrator shall be selected by Consultant from a list of five (5) arbitrators provided by the American Arbitration Association. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of New Hampshire.

D. The arbitrator shall have the power to grant all legal and equitable remedies, including, but not limited to, injunction, specific performance, cancellation, accounting, attorney fees, and compensatory damages, except only that punitive damages shall not be awarded. The arbitrator may also award prejudgment interest as applicable under New Hampshire RSA 336.

E. The arbitrator shall issue a binding decree within thirty (30) days of the conclusion of arbitration.

F. The decision of the arbitrator shall be final and binding on both parties.

G. This Section 12 provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.

13. Notice. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given (i) on the date of personal service on the Parties, (ii) three days after deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, (iii) one day after being sent by professional or overnight courier or messenger service guaranteeing one day delivery, with receipt confirmed by the courier. Unless otherwise provided in writing, any such notice shall be delivered or addressed to the Parties as follows:

Consultant:

Edgility Consulting LLC

17 Elm Street, Suite C211
Keene, NH 03431

Attn: Christina Greenberg

Client:

Urban Montessori Charter School

4551 Steele Street
Oakland, CA 94619

Attn: Krishna Feeney

Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

14. Entire Agreement. This document constitutes the entire agreement between the Parties, with all oral agreements being merged in this document, and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

15. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition hereof.

16. Amendment. The provisions of this Agreement may be modified at any time by written agreement of the Parties. Any such agreement hereafter made shall be ineffective to modify this Agreement in any respect unless in writing and signed by the Parties against whom enforcement of the modification or discharge is sought.

17. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

18. Binding Effect. The Parties expressly agree that this Agreement is binding on each other's successors, heirs, assigns, beneficiaries, executors, administrators, and trustees.

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

20. Governing Law. The rights and obligations of the Parties and the interpretation and performance of this Agreement shall be governed by the laws of the State of New Hampshire, excluding its conflicts of laws rules.

21. 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.

22. Captions. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

23. Construction. This Agreement shall not be construed against any party, and instead shall be construed as though all Parties have participated in its drafting. No promises or inducements have been made to the Parties to this Agreement. This Agreement is entered into freely and voluntarily.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

“Consultant”

“Client”

Edgility Consulting LLC
17 Elm Street
Suite C211
Keene, NH 03431

Urban Montessori Charter School
4551 Steele Street
Oakland, CA 94619

By: _____

By: _____

Name: Christina Greenberg

Name: Krishna Feeney

Title: Managing Partner

Title: Head of School

Date: _____

Date: _____

EXHIBIT A
DESCRIPTION OF SERVICES

Consultant will perform the following activities:

Stakeholder Engagement

We combine qualitative conversations across the organization with a quantitative analysis of opportunity gaps to identify priorities for more equitably managing and compensating talent.

Activities and Deliverables:

- ∖ Stakeholder Engagement Plan
- ∖ Talent Equity Assessment Survey (administered to all staff)
- ∖ Staff Focus Groups (up to five [5] 60-min conversations)
- ∖ 1:1 interviews with organizational leaders (up to five [5] 30-min conversations)
- ∖ Summative Internal Findings Report

Market Analysis

We conduct a quantitative wage gap and benchmarking analysis to understand how equitable and competitive your compensation structure is compared to that of your school peers in the East Bay.

Activities and Deliverables:

- ∖ Benchmarking Analysis (custom benchmarks by role, region, org size, and industry) for up to twenty-five (25) unique roles
- ∖ Wage Gap Analysis (race, gender, and other vectors of identity you value)
- ∖ Market Competitiveness & Position Analysis

Program Design

We wrestle with the big questions first such as whether you pay people based on merit, experience, or both. Then, we apply your philosophy—grouping jobs by function or level, developing salary structures, determining placement factors, and analyzing budget and equity implications.

Activities and Deliverables:

- ∖ Compensation Philosophy
 - ∖ Compensation Program Structure Design (up to two [2])
-

revisions)

- ∖ Dynamic Budget Model
- ∖ Wage Gap Analysis (updated based on final structure)
- ∖ Compensation Policy Drafting & Refinement

**Implementation
Design**

We help you roll out the new program transparently by equipping managers with training and toolkits and ensuring all staff members are provided with consistent and clear information.

Activities & Deliverables:

- Final Report, Structure, and Policies (includes all project materials)
- Customizable Manager Toolkit
- Up to four (4) Implementation Consulting Calls

In order to support this work, Client will:

- Make pertinent senior leadership staff available for conversations and meetings
- Provide Consultant with recent staff survey data, current compensation information and other relevant details
- Notify Consultant immediately of any changes to the project plan, expected deliverables, or timeline