

AMENDING AGREEMENT

THIS AMENDING AGREEMENT is dated this 1 day of May 2025, by and between **Ātman Advising LLC** ("Consultant") and **The Accelerated Schools**, located at 116 East Martin Luther King Jr. Blvd. Los Angeles, California 90011 ("Client").

Background

The Accelerated Schools and Ātman Advising LLC (the "Parties") entered into a contract (the "Contract") dated January 22, 2025 with an original term ending May 30, 2025. The Parties mutually desire to amend the Contract on the terms and conditions set forth in this Amending Agreement (the "Agreement"). This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments: The Contract is amended as follows:

1. **Term:** The Contract is hereby amended to extend the contract term through June 30, 2025.
2. **Description of Services:** Consultant will provide strategic planning support aligned to the original scope of work continuing for the extended term.
3. **Compensation:** The total fee will be revised to \$110,000 (\$22,000 for the extended term).

No Other Change

Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

ACCEPTED AND AGREED:

CONSULTANT Representative:

Krupa Desai,
Principal, Ātman Advising LLC



Signature

5/01/2025

Date

CLIENT Representative:

Jesse Melgares

CEO, The Accelerated Schools



Signature

5/2/25

Date

INDEPENDENT CONTRACTOR AND CONSULTING AGREEMENT

This agreement (the "Agreement") is made January 22, 2025 by and between **Ātman Advising LLC** ("Consultant") and **The Accelerated Schools** located at 116 East Martin Luther King Jr. Blvd. Los Angeles, California 90011 ("Client"). Consultant and Client agree to the following:

1. **TERM**

The term of this Agreement will begin on February 2, 2025 and will continue through May 30, 2025 unless extended by mutual written agreement.

2. **DESCRIPTION OF SERVICES**

Consultant will perform the following services for Client (the "**Services**"):

- (a) **See Exhibit A - Scope of Work**
- (b) Krupa Desai and Dan Katzir will be the primary consultants for this project
- (c) Jesse Melgares and Marvetta Thompson shall be Consultant's primary contact with the Client for purposes of this Agreement

3. **COMPENSATION**

In consideration of Consultant's performance of Services in accordance with the terms of this Agreement, Client agrees to compensate Consultant as follows (the "**Fee**"): **\$88,000**.

- (a) *Taxes* - No payroll or employment taxes of any kind (including, but not limited to, FICA, FUTA, federal or state personal income taxes, state disability insurance taxes, and state unemployment taxes) shall be withheld or paid by the Client with respect to any payments to Consultant. Consultant shall be fully and solely responsible for filing appropriate tax returns, and for making social security contributions and any other required payments to government authorities.
- (b) *Expenses* - Client agrees to reimburse Consultant for Consultant's pre-approved out of pocket expenses related to travel, including but not limited to, mileage, ground transportation, lodging, and meals (if applicable).

4. **PAYMENT**

Consultant shall submit invoices to Client monthly - \$22,000 for the months of February through May as agreed upon by the parties. Client shall pay the Consultant the agreed-upon Fee within thirty (30) days of the date of the Consultant's invoice. Client will provide Consultant any

additional instructions to ensure timely payment of Fee. Payments received after 30 days from invoice may be subject to a late fee of 1.5% of total invoice. All payments shall be made to:

Ātman Advising

717 N. Poinsettia Place
Los Angeles, CA 90046

5. **TERMINATION**

This agreement shall terminate automatically upon completion of stated term unless mutually agreed upon by Consultant and Client.

6. **RELATIONSHIP OF PARTIES**

Consultant's relationship with the Client shall be that of an independent contractor. The Consultant shall have sole control over the manner in which the services are performed, including the time and place of work, unless otherwise specified in agreed upon scope of work. Nothing in this Agreement is to be construed as designating Consultant an employee, agent, joint venturer, or partner of the Client. Consultant shall not have the authority to bind or contract on behalf of the Client. Consultant shall not be eligible to participate in any of the Client's employee benefit plans or programs, including without limitation, worker's compensation, disability insurance, vacation or sick pay or other fringe benefits. Consultant is free to pursue other work for other clients or customers, provided such other work does not present a conflict of interest and does not conflict with Consultant's obligations hereunder.

7. **ASSIGNMENT**

Consultant's obligations under this agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Client.

8. **INTELLECTUAL PROPERTY**

The following provision shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents: Any development or discovery of intellectual property items by Consultant during the term of this agreement shall be the property of the Client.

9. **CONFIDENTIALITY**

Client recognizes that Consultant has, and will have, information and other proprietary information which are valuable, special, and unique assets of Client and need to be protected from improper disclosure. Consultant agrees that any information will not at any time or in any manner, either directly or indirectly, be used for the Consultant's own benefit, or be divulged, disclosed, or communicated to any third party without the prior written consent of Client. Consultant will protect the information and treat it as confidential. A violation of this paragraph shall be a material violation of this agreement. The confidentiality provisions of this agreement shall remain in full force and effect after the termination of this agreement.

10. **RETURN OF PROPERTY**

Upon termination of this agreement, Consultant shall deliver all records, notes, data, memoranda, models, drawings, flow-charts, and equipment of any nature that are in Consultant's possession or control and that are Client's property.

11. **ENTIRE AGREEMENT**

This agreement contains the entire agreement of the parties and there are no other promises or conditions whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

12. **AMENDMENT**

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

13. **SEVERABILITY**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

14. **WAIVER OF CONTRACTUAL RIGHT**

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

15. **APPLICABLE LAW**

This agreement shall be governed by the laws of the State of California.

ACCEPTED AND AGREED:

CONSULTANT Representative:

Krupa Desai,
Principal, **Ātman Advising LLC**



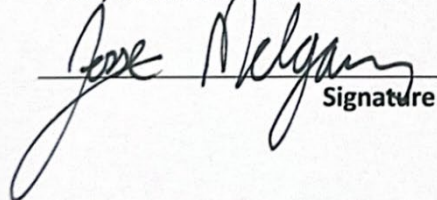
Signature

January 22, 2025

Date

CLIENT Representative:

Jesse Melgares
CEO, The Accelerated Schools



Signature

1/22/25

Date

Exhibit A

SCOPE OF WORK

Objective: To create a comprehensive three-year strategic plan for The Accelerated Schools in partnership with TAS leadership between February 2, 2025 and May 30, 2025.

Phase 1: Launch Project - Discovery & Kickoff (February)

Deliverable: Further defined project scope, plan, and timeline outlining key deliverables and milestones.

We'll use the first phase to develop a shared understanding of the core working group who will guide and inform the project and how we'll work together over the coming months.

- Sign contract
- Initial project kickoff meeting: Introductions to team, establish shared norms, project roles, align on timeline to guide the project, and surface any known key questions
- TAS provides relevant core documents: current mission/vision/values, any prior strategy documents, organizational charts, current metrics, relevant meeting notes or board decks, talent audits and culture surveys, etc.
- Determine participants and cadence for regular check-ins: define core working group for planning process and meeting schedule to ensure progress and continuity (recommend biweekly after initial phase).
- Determine level and type of stakeholder engagement desired throughout the process.

Phase 2: Stakeholder Engagement and Fact Base Development (March)

Deliverable: Summary of findings based on data analysis, including internal strengths, weaknesses and opportunities for the future. Clarity on issues needing unique resolution through the planning process.

- Document review of intake documents described above and any other guiding documents
- Facilitate one or two working sessions to probe on core questions outlined in approach and findings from the document review, learn about current needs and pain points, areas for deeper analysis and market scans needed, as well as lift up key questions for planning process
- Up to six 30-minute one-on-one stakeholder interviews or two smaller focus groups to gather additional feedback and context on key areas for planning. Note: We can conduct a stakeholder survey if broader engagement is desired.

Phase 3: Build the Strategic Plan (April-May)

Deliverable: Facilitation of design and writing sessions; drafts and final version of strategic plan.

- Engage TAS leadership in a series of up to five working sessions or half- to full-day sessions to align on the big picture and three-year plan architecture. Key activities may include:
 - Defining TAS's Intended Impact and Theory of Change (if not already developed)
 - Why does TAS exist?
 - What's the problem you want to solve? For whom?
 - What are your beliefs about how change happens to achieve your vision?
 - What are the unique levers TAS can pull to catalyze this change?
 - What *impact* do you want to have in three years and longer term? What change should you see as a result of your work that you want to hold ourselves accountable to?
 - Setting Strategic Priorities and Goals

- What are the 3-5 priorities that will guide your work over the next few years?
 - How will you measure progress and success?
 - What are the key streams of work or initiatives you'll take on that will ensure you make progress and build the infrastructure for sustained impact?
- Connecting the Dots
 - How well are you performing against your impact goals today? What will TAS need to do differently to accomplish your impact goals in the future?
 - What programs or approaches may you need to establish, grow, evolve, or sunset?
- Ensure TAS leadership is aligned on top 3-5 priorities, outcomes, and core strategies/initiatives from the above conversations.
- Engage key stakeholders as necessary on the above direction and synthesis for feedback before further fleshing out the plan.
- Working closely with TAS leadership, assign priority leads to flesh out the written plan. For each priority area, the section will include a brief description of current state, future aspiration, strategies/key initiatives, and measures of success for the next three years.
- Iterate with individual writers of each section to refine the draft plan.
- Once initial drafts are complete, engage TAS leadership in initial asynchronous review of draft to surface questions. Engage additional relevant stakeholders as needed to pressure test feasibility and aspirational nature of planning.
- Regroup to present sections and workshop outstanding questions and decision points to finalize each section.

Phase 4: Launch the Plan (end of May)

Deliverable: Board and stakeholder-facing communications, change management and rollout materials based on final, approved plan.

- Work with TAS leadership to develop board meeting materials for board approval of the strategic plan.
- Partner with TAS leadership to develop additional stakeholder-facing materials and advise on approach for launching the plan across the organization.

FEES & EXPENSES

Term: February 2, 2025 - May 30, 2025

Fee: \$88,000, payable monthly (\$22,000/month). If Client would like additional support with end-of-year board engagement and/or implementation support, an additional fee of \$22,000 per month would apply.

Expenses: Reimbursement for travel, food, and materials for any pre-approved trips for the project.

CONSULTANT BIO + RELEVANT EXPERIENCE

Krupa Desai will lead the project with support from **Dan Katzir** as a senior advisor. Our consulting practices are grounded in our work as educational leaders, entrepreneurs and board members who have dedicated our professional careers to serving and advancing historically marginalized communities.

Krupa brings expertise in strategic planning, organizational design and development, and change management across several executive roles. Since beginning her consulting practice, she has coached and been a strategic advisor to CEOs and senior executives supporting various organizations in the charter school sector - from school leadership to funding, facilities, leadership development, and more. Most recently, she served as Chief Strategy Officer at Education Leaders of Color (EdLoC), a national nonprofit focused on economic advancement for youth and communities of color. She also served as a Managing Director of The Broad Residency master's in education leadership program working with communities and school systems across the country to create excellent and equitable educational opportunities for all students. She was the founding Chief Strategy Officer of Citizens of the World Charter Schools, where she currently serves as national board chair, and was a co-founder of the Diverse Charter Schools Coalition. Krupa is also a Pahara Fellow and moderator with deep facilitation experience. More information on Krupa's professional experience can be found [here](#).

Dan most recently served for seven years as CEO of Alliance College-Ready Public Schools, the largest nonprofit charter network in California, serving 13,000 scholars and 18,000 alumni across 26 schools in traditionally underserved communities in Los Angeles. He currently serves as an independent strategic planning and leadership development consultant to K-12 education leaders and organizations, and teaches an Education Leadership course at the Stanford Business School. More information on Dan's professional experience can be found [here](#). A recent client list is [here](#).

ATMAN ADVISING STRATEGIC PLANNING PROPOSAL FOR THE ACCELERATED SCHOOLS

December 2, 2024

Building upon a remarkable legacy of over 25 years, The Accelerated Schools (TAS) is embarking on a new chapter with the arrival of a visionary new CEO. This pivotal moment presents an exciting opportunity to refine TAS's plans to propel its impact on the South Los Angeles community. We understand TAS's unwavering commitment to academic excellence and equity, fostering students to become successful learners, engaged citizens, and future leaders. We are thrilled to propose our expertise – including our 50+ combined years of strategic planning, growth strategy, and K-12 public education experience, with direct leadership in Los Angeles charter schools guided by the same values of equity and student-centered learning – to help TAS navigate this new chapter. Together, we can create a strategic plan that builds upon TAS's impressive history and ensures every student has the tools and support they need to thrive in college, career, and life.

PROPOSED CONSULTANT TEAM & RELEVANT EXPERIENCE

Krupa Desai will lead the project with support from **Dan Katzir** as a senior advisor. Our consulting practices are grounded in our work as educational leaders, entrepreneurs and board members who have dedicated our professional careers to serving and advancing historically marginalized communities.

Krupa brings expertise in strategic planning, organizational design and development, and change management across several executive roles. Since beginning her consulting practice, she has coached and been a strategic advisor to CEOs and senior executives supporting various organizations in the charter school sector - from school leadership to funding, facilities, leadership development, and more. Most recently, she served as Chief Strategy Officer at Education Leaders of Color (EdLoC), a national nonprofit focused on economic advancement for youth and communities of color. She also served as a Managing Director of The Broad Residency master's in education leadership program working with communities and school systems across the country to create excellent and equitable educational opportunities for all students. She was the founding Chief Strategy Officer of Citizens of the World Charter Schools, where she currently serves as national board chair, and was a co-founder of the Diverse Charter Schools Coalition. Krupa is also a Pahara Fellow and moderator with deep facilitation experience. More information on Krupa's professional experience can be found [here](#).

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References provided in Part VIII.

OUR APPROACH & EXPECTATIONS FOR STRATEGIC PLANNING

We are passionate about strategic planning and believe in creating inclusive, meaningful, and effective processes. Our approach combines the best of both worlds: a rigorous, data-driven methodology with a human-centered, collaborative spirit.

We believe in:

- **A Shared Vision:** We will work closely with your team to articulate your organization's North Star, a clear and inspiring vision for the future. This will guide our strategic planning process and ensure that all decisions are aligned with your long-term goals.
- **A Data-Driven Approach:** We will leverage data and insights to inform our recommendations and decision-making. By analyzing both quantitative and qualitative data, we will identify key trends, opportunities, and challenges.
- **A Collaborative Process:** We believe that a successful strategic plan is the result of a collaborative effort between you and us. We will engage your team and key stakeholders, fostering a sense of ownership and buy-in, while ensuring clear decision points and communication to enable action and consistent progress.
- **A Focus on Impact:** Our goal is to create a strategic plan that drives meaningful impact. We will focus on identifying high-impact strategies and setting measurable goals to track progress.
- **A Balanced Approach:** We will balance aspiration with practicality, ensuring that your strategic plan is both ambitious and achievable. We will consider your organization's capacity and resources to develop a plan that is realistic, actionable, and sustainable.
- **Simplicity over Complexity:** We believe in finding simplicity on the other side of complexity. We will strive to create a clear and concise strategic plan that is easy to understand and implement.
- **An Equity Lens:** We will integrate an equity lens into all aspects of the strategic planning process, ensuring that your organization's strategies and plans promote a future in which all children can thrive.

Ultimately, we are committed to providing you with a strategic planning process that is both rigorous and enjoyable. We believe that by working together, we can create a plan that will position your organization for long-term success.

SCOPE OF WORK

Objective: To create a comprehensive three-year strategic plan for The Accelerated Schools in partnership with TAS leadership between January 16, 2025 and May 15, 2025.

Phase 1: Launch Project - Discovery & Kickoff (January)

Deliverable: Further defined project scope, plan, and timeline outlining key deliverables and milestones.

We'll use the first phase to develop a shared understanding of the core working group who will guide and inform the project and how we'll work together over the coming months.

- Sign contract
- Initial project kickoff meeting: Introductions to team, establish shared norms, project roles, align on timeline to guide the project, and surface any known key questions
- TAS provides relevant core documents: current mission/vision/values, any prior strategy documents, organizational charts, current metrics, relevant meeting notes or board decks, talent audits and culture surveys, etc.
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Phase 2: Stakeholder Engagement and Fact Base Development (February)

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- Up to six 30-minute one-on-one stakeholder interviews or two smaller focus groups to gather additional feedback and context on key areas for planning. Note: We can conduct a stakeholder survey if broader engagement is desired.

Phase 3: Build the Strategic Plan (late February-April)

Deliverable: Facilitation of design and writing sessions; drafts and final version of strategic plan.

- Engage TAS leadership in a series of up to five working sessions*¹ or half- to full-day sessions to align on the big picture and three-year plan architecture. Key activities may include:
 - Defining TAS's Intended Impact and Theory of Change (if not already developed)
 - Why does TAS exist?
 - What's the problem you want to solve? For whom?
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 - What *impact* do you want to have in three years and longer term? What change should you see as a result of your work that you want to hold ourselves accountable to?
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- Iterate with individual writers of each section to refine the draft plan.
- Once initial drafts are complete, engage TAS leadership in initial asynchronous review of draft to surface questions. Engage additional relevant stakeholders as needed to pressure test feasibility and aspirational nature of planning.
- Regroup to present sections and workshop outstanding questions and decision points to finalize each section.
- [If needed] Develop a set of recommendations on next steps for operationalizing the strategy and stepping back on progress.

¹ Based on prior experience, we recommend at least two hours of minimum length per-session to allow depth of engagement. If it is possible to convene leadership for a longer session (half/full day), with the right prep, we could likely get further.

Phase 4: Launch the Plan (May)

Deliverable: Board and stakeholder-facing communications, change management and rollout materials based on final, approved plan.

- Work with TAS leadership to develop board meeting materials for board approval of the strategic plan.
- Partner with TAS leadership to develop additional stakeholder-facing materials and advise on approach for launching the plan across the organization.

FEES & EXPENSES

Contract: Contract would be with Ātman Advising.

Term: January 16, 2025 - May 15, 2025

Fee: \$88,000, payable monthly (\$11,000 for the months of January and May 2025 and \$22,000 for the months of February, March and April 2025). If Client would like additional support with end-of-year board engagement and/or implementation support, an additional fee of \$22,000 per month would apply.

Expenses: Reimbursement for travel, food, and materials for any pre-approved trips for the project.

REFERENCES

Krupa's references:

| Reference | Engagement |
|--|---|
| Becca Bracy , Former Executive Director, The Broad Center (TBC), now Chief People Officer at Clayton Early Learning beccab@gmail.com | During my time at TBC, I led cross-functional and organization-wide strategic planning, including the creation of a multi-year plan commended for leveraging an “inclusive process” “vested at every level of the organization” as part of our earning a 10-year master’s accreditation, further bolstering TBC’s ability to transition to the Yale School of Management. I also facilitated several learning experiences both for educational leaders in our program and for our internal leadership team and staff. |
| Andrea Foggy-Paxton , Founder of the Social Studies Accelerator and Entrepreneur-in-Residence at Education Leaders of Color andrea@foggy-paxton.com | Andrea and I have been collaborators across multiple organizations and engagements, first at The Broad Center supporting our partnerships strategy work for The Broad Residency and then at EdLoC as I led the organization’s new strategy development (the priorities of which are reflected here). |

| | |
|--|--|
| Kriste Dragon , CEO of Pahara Institute and fmr CEO Citizens of the World Charter Schools kriste@pahara.org | I was on the founding team of Citizens of the World and led our growth strategy, community engagement, and planning processes across a matrixed national-regional organizational structure. More recently, I've supported Pahara Institute with facilitating seminars for education leaders and leadership teams, advising on program design and selection strategy. |
|--|--|

Dan's references:

| Reference | Engagement |
|---|---|
| Nina Rees , former CEO of the National Association for Public Charter Schools nina2030@gmail.com | I supported the development of three different strategic plans for Nina and her team during her time at NAPCS. I also supported her in professionalizing the Board of Directors' structure, membership and processes. |
| Jeremiah Kittredge , Founder of Families for Excellent Schools. Current CEO of Only One, a global environmental nonprofit. jeremiah@only.one | I supported Jeremiah and his Families for Excellent Schools team to design their first multi-year growth plan. I currently serve as his executive coach, have facilitated his global staff retreat and just completed a governance project for his Board. |
| Rajeev Bajaj , Founder and CEO of Kitamba (now part of MGT where he serves as Executive VP, Education Solutions. rbajaj@kitamba.com | Rajeev and I have partnered on multiple strategy projects, including a strategic plan for the Council of Chief State School Officers and a comprehensive market scan, competitive analysis and product line profitability engagement with Amplify, Inc. when it was a division of NewsCorp, including their preK to 2nd grade curriculum and assessment products. We are currently working together to design a Charter School CEO leadership program for the Charter School Growth Fund. |