

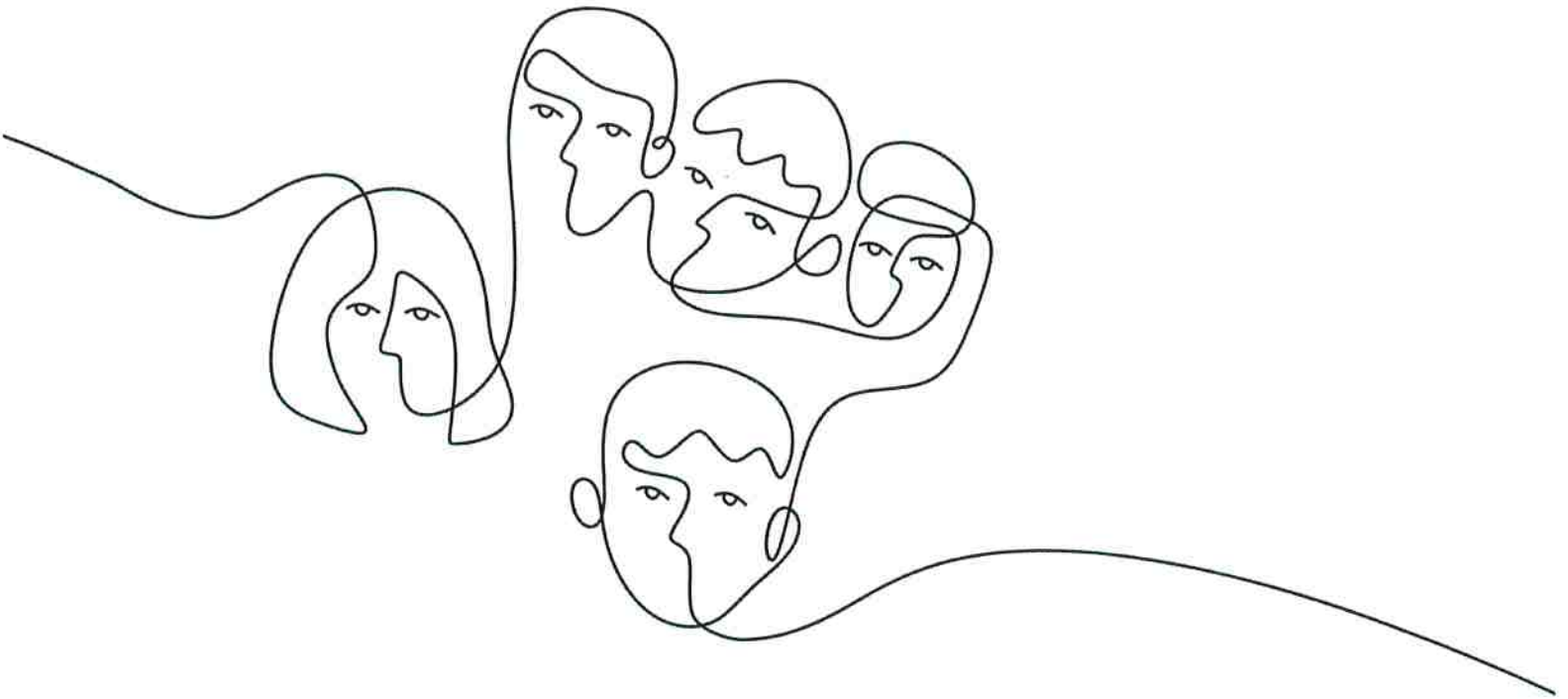
Scope of Work for

# Strategic Plan Priority #2 Support

Presented to

## The Accelerated School

Updated December 19, 2025



## Introduction

The Accelerated Schools (TAS) has laid a strong foundation with the development of a bold strategic plan, and Priority #2, *Cultivate a Thriving and Empowered Workforce*, stands out as key to achieving lasting academic and organizational success. During the fall semester, we have made significant progress in advancing the strategic priorities (See Appendix A for a list of accomplishments). To build on our momentum, we recommend extending the partnership to focus on the following priorities during the spring semester. Deliverables with direct alignment to the strategic plan have been noted by the strategic plan number.

## Accomplishments and Suggested Spring 2026 Workstreams

### Workstream #1: Recruitment and Hiring

#### Accomplishments Fall 2025

During Fall 2025, we significant progress to strengthening The Accelerated Schools' recruitment and hiring systems to ensure a more data-driven and efficient process. Through our work together, we:

- Compiled and analyzed data from the 2025–26 hiring year to identify trends and improvement areas (2.1-1).
- Reviewed EdFuel best practices to align TAS hiring processes with national standards (2.1-2).
- Connected with two other charter networks to benchmark recruitment strategies and outcomes (2.1-3).
- Drafted preliminary hiring metrics to monitor effectiveness and equity in recruitment (2.1-5).
- Created and shared a data-driven staff recruitment strategy with cabinet and principals for input and refinement (2.1-6).
- Developed a comprehensive Talent Manual to codify key talent practices, clarify roles and responsibilities, and provide user-friendly tools for school-based hiring (2.1-12).

#### Spring 2026 Next Steps:

- **Implement recruitment plan:** Finalize and implement a comprehensive, data-informed recruitment strategy for teaching positions. (2.1-8). This includes:
  - Finalizing and executing a network-wide recruitment calendar to guide future hiring cycles (2.1-7).
  - Confirming hiring metrics and utilizing data dashboards to support real-time monitoring (2.1-5, 2.1-15).
- **Hiring training for instructional leaders (2.1–13):** Design and deliver professional learning session focused on equitable selection, bias mitigation, and effective hiring practices.
- **Establish regular feedback loops with school leaders (2.1–14):** Develop mechanisms for ongoing two-way communication between HR and site leadership to monitor recruitment and retention trends.
- **Classified Hiring Guides (2.1–10):** Develop structured hiring tools and interview protocols for classified roles based on success criteria developed in success criteria (see below). *Please note: The development of the success criteria is a two-year initiative and needs to be completed prior to the development hiring guide associated with those roles.*

### Workstream #2: Compensation

#### Accomplishments Fall 2025

Ensuring that The Accelerated School's compensation systems are equitable, competitive, and aligned with organizational values, is a priority for this school year. To that end, we have initiated a comparative

market analysis of non-represented salaries. A full report on market competitiveness for these roles will be shared before the end of the calendar year.

#### Spring 2026 Next Steps:

- **Conduct Financial Sustainability Testing:** Evaluate affordability of proposed compensation adjustments for non-represented staff.
- **Recommend Salary Adjustments:** Based on the outcome of the financial sustainability testing, recommend updated salary for non-represented staff for FY26 budget planning.
- **Compensation and Benefits Working Group:** Launch a working group for compensation, Total Value Proposition (TVP) development, and benefits feedback
- **Pay Equity Audit:** Conduct a comprehensive review of compensation data to identify disparities by role, tenure, and demographic variables.
- **Updated Salary Bands:** Based on findings and feedback, develop equitable salary tables for non-represented staff.
- **Rollout Communications:** Support internal communication and change management around compensation updates to non-represented employees.
- **Classified Market Analysis:** Conduct a full market analysis of classified roles in anticipation of contract negotiations in late spring 2026.

### **Workstream #3: Retention**

#### Accomplishments Fall 2025

Through the strategic planning process, staff retention has been identified as a key metric for measuring our success. To support retention efforts, we have:

- Updated staff stakeholder survey to better understand retention priorities (2.1-21)
- Restructured the intent to return survey, to gain a more detailed view of turnover drivers (2.1-17)
- Developed an Annual Talent Review process, including a school-by-school roster review process to identify retention priorities, review credential status and provide early intervention for any credential concerns (2.1-14, 2.1-17)
- Provided school leadership with guidance on conducting retention conversations (i.e. stay conversations) in December 2025 (2.1-18)

#### Spring 2026 Next Steps:

- **Administer Intent to Return Survey:** Collect data from the intent-to-return survey to inform staffing projections, retention next steps, and early recruitment efforts. (2.1-17)
- **Identify Turnover Drivers:** Analyze survey findings to identify key factors influencing staff retention. (2.1-20)
- **School Reports:** Provide detailed school-level summaries and recommendations to guide leader action planning.
- **Develop a Total Value Proposition:** Document TAS's holistic employee value offering, including compensation, benefits, and non-monetary supports.
- **Redesign Exit Survey:** Modernize the exit survey instrument to capture more actionable data on staff departures. (2.1-19)
- **Home Office Retirement Plan:** Pending board decision, partner with leadership to plan and execute the rollout of a new retirement benefit.

#### **Workstream #4: Support and Evaluation**

##### Accomplishments Fall 2025

During the Fall 2026, significant progress was made in aligning evaluation systems and organizational culture. Key accomplishments include the following:

- Completed the creation of a position inventory (2.2-1) to establish a clear understanding of roles across the organization.
- Confirmed “Ways of Being” will serve as the shared norms of interaction for the network and the foundation for non-instructional evaluation.
- Determined that existing formal evaluation tools for classified staff should be updated (2.3-14).
- Completed a crosswalk of rubrics to ensure consistency and alignment across evaluation tools (2.3-3).

##### Spring 2026 Next Steps:

- **Ways of Being Integration:** Develop a document demonstrating alignment between core values and Ways of Being
- **Leadership Rubrics:** Update the leadership rubrics for leadership staff to reflect revised expectations and growth areas (2.2-2).
- **Classified Success Criteria:** Create role-specific performance rubrics with standards and observable functions for classified staff (2.2–9, 2.3–11). *Please note: The development of the success criteria is a two-year initiative and needs to be completed prior to the development hiring guide associated with those roles.*
- **Conduct Peer Benchmarking:** Research performance management systems for operational staff at high-performing charter networks (2.3–9).
- **Classified Evaluation Framework:** Design regular feedback cycles tailored to different operational functions (2.3–13).
- **Evaluation Training:** Develop training materials for operational leaders on effective performance management practices (2.3–15).

#### **Workstream #5: Credential Audit**

During our work together, we have also identified the need to complete a credential audit for certificated staff. To accomplish this, we propose the following:

- **Data Collection & Setup:** Obtain staff list and credential records, relevant policy and compliance information and organize data into certification categories for review and recommendations.
- **Credential Review:** Review each staff member’s credential information for completeness, accuracy, and expiration timelines.
- **Analysis & Gap Identification:** Identify missing, expired, or soon-to-expire credentials, summarize findings, and flag potential compliance concerns.
- **Recommendations & Next Steps:** Develop actionable recommendations per staff member, an annual month-by-month credentials calendar, and an overall compliance summary.
- **Reporting & Discussion:** Provide a summary report and provide leadership with results and recommendations for discussion. If desired, provide training for HR on credential review and protocols.
- **Training for Human Resources Team:** Ensure Human Resources team has the skill and knowledge to continue this work in the future.

## Cost and Scope

In an effort to provide the most benefit in a cost-effective manner, we recommend a fractional FTE framework. With this structure, deliverables can be adjusted to support changing priorities, within the assigned capacity. By providing 30 days advanced notice, this FTE and corresponding deliverables can be adjusted for the following month.

To address the above actions, we have provided three options below for your consideration. **These options assume a timeline of January 2026-June 2026 for completing the scope listed above.**

| Options | Workstreams                         |                                     |                                     |                                     |                                     |                                     | Cost           |
|---------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|----------------|
|         | Recruitment and Hiring              | Compensation                        | Retention                           | Support and Evaluation              | Credential Audit                    | Strategic Plan Project Management   |                |
| .6 FTE  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | \$14,400/month |

Project fees will not exceed agreed-upon amounts without prior approval and a written amendment to this agreement signed by both parties. In the event that additional support is needed and capacity is available, additional hours can be purchased at an agreed upon fee.

## About Schoolhouse Consulting

Schoolhouse Consulting empowers schools with the tools and expertise to attract, develop, and retain top educational talent. We are driven by a profound commitment to ensuring that every student has access to exceptional educators. We help you strengthen your human capital systems across three key dimensions: identifying and retaining high-performing people, aligning roles to your strategic priorities, and building sustainable systems your team can trust year after year.

## About Julia Stuart Yilmaz

With a deep passion for education and over twenty years of experience in the K-12 sector, Julia has dedicated her career to empower schools with the tools and expertise necessary to attract, develop, and retain top educational talent. Before founding Schoolhouse Consulting, she was the Vice President of Staffing for Alliance College-Ready Public Schools, one of California's largest charter management organizations. As an educational talent consultant, both as a consultant for TNTP and as the founder of Schoolhouse Consulting, she has advised senior district, state, and charter management clients on a wide range of strategic human capital issues. Her work has encompassed performance management systems, teacher pipelines, and recruitment strategies, always with a focus on ensuring that every student has access to exceptional educators. Julia holds a Bachelor's Degree from UC Berkeley, a Master from Pace University, and an M.Ed. in Educational Policy and Management from Harvard University.

## About Kaelan Dashman

Kaelan is an independent consultant with 15 years of experience in the K-12 education non-profit sector. Deeply committed to fostering student growth and academic excellence, Kaelan specializes in recruiting and retaining exceptional talent, with particular expertise in teacher licensing. She has extensive experience leading high-impact process improvement, designing mission-aligned policies and

protocols, and developing data-informed solutions to operational inefficiencies. Previously, she oversaw teacher licensing at Alliance College-Ready Public Schools and led new teacher onboarding and retention with Teach For America Los Angeles. After earning a Bachelor of Arts in English from UC Berkeley, she partnered closely with students and families at a middle school in South Los Angeles, which ignited her passion for education and inspired her to pursue a M.Ed. in Educational Policy and Management from Harvard University.



## Master Services Agreement

This Master Services Agreement ("Agreement") is made on <sup>January 5, 2026</sup> November 12, 2024 (the "Effective Date") between The Accelerated School ("Client") and Schoolhouse Consulting LLC ("Consultant"). The Client and Consultant are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

WHEREAS, Consultant and the Client have agreed on the terms and conditions pursuant to which Consultant will be retained to provide certain consulting services and other services to the Client. NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

### 1. Services.

(a) Appointment. Client hereby appoints Consultant, and Consultant accepts such appointment, to provide advice and consulting services to the Client, in accordance with the terms and conditions of this Agreement.

(b) Nature of Consulting Services. Consultant is retained to perform the services specified in the Statement of Work ("SOW") attached as Exhibit A and incorporated into this Agreement by reference (the "Services"). The Parties acknowledge and agree that during the Term (as defined below), the Services may be modified and/or expanded from time to time upon the execution of a new SOW that will be executed by authorized representatives of the Parties expressly referencing this Agreement.

(c) Subcontractors. Client acknowledges and agrees that Consultant may, at its sole discretion, use subcontractors and consultants to perform some of the Services to be provided under this Agreement. In the event Consultant utilizes subcontractors or consultants to perform any of the Services, Consultant shall remain responsible to Client for performance under this Agreement.

(d) Non-Exclusive Relationship. Consultant may represent, perform services for, and contract with other additional clients, persons, or companies as Consultant, in its sole discretion, sees fit.

### 2. Fees and Expenses.

(a) Fees. As full consideration for the provision of the Services, Client shall pay Consultant the fees specified in the SOW or in a separate fee schedule (the "Fees"). Fees will be billed in four separate invoices, with 25% of the total fee due at contract signing, 25% due at the midpoint and the remaining 50% due upon meeting the scope outlined in the SOW.

(b) Expenses. As full consideration for the provision of the Services, Client shall pay Consultant expenses in the specified in the SOW (the "Expenses").

(c) Billing and Payment. Consultant shall prepare and submit an invoice to the Client in accordance with the SOW covering the total amount owed for Fees and Expenses for the project as agreed upon in this Agreement.

(d) Compliance with Laws; Permits and Licenses. Client agrees, at its own expense, to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted hereunder. It shall be the responsibility of the Client to pay for any necessary licenses, permits, insurance and approvals as may be necessary for the performance of the Services under this Agreement, unless otherwise specified in writing and agreed to by the Consultant.

### 3. Warranty.

(a) Limited Warranty. Consultant does not warrant in any form the results or achievements of the Services provided or the resulting Deliverables (as defined in this Agreement). Consultant warrants that

the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices. Consultant shall comply with all statutes, ordinances, regulations, and laws of all international, federal, state, county, municipal or local governments applicable to performing the Services hereunder.

(b) Limitation of Warranty. The warranty set forth in this Section 3 is exclusive and is in lieu of all other warranties, express, implied, statutory, or otherwise with respect to the Services and Deliverables provided under this Agreement, or as to the results which may be obtained therefrom. Consultant disclaims all implied warranties including, but not limited to, the warranties of merchantability, fitness for a particular purpose, or against infringement. Consultant shall not be liable for any Services or Deliverables provided by third party vendors identified or referred to the Client by the Consultant during the Term, pursuant to any SOW or otherwise. Client's exclusive remedy for breach of this warranty is reperformance of the Services, or if reperformance is not possible or conforming, refund of amounts paid under this Agreement for such non-conforming services.

4. Ownership of Work Product. This is not a work-for-hire agreement. The copyright in all Deliverables created hereunder for Client shall belong to the Consultant. All Intellectual Property rights in all pre-existing works and derivative works of such pre-existing works and other Deliverables and developments made, conceived, created, discovered, invented, or reduced to practice in the performance of the Services hereunder are and shall remain the sole and absolute property of Consultant, subject to a worldwide, non-exclusive license to Client for its internal use as intended under this Agreement, and the Consultant retains all moral rights therein. This Agreement does not grant Client any license to any of the Consultant's products, which products must be separately licensed.

5. Confidential Information.

(a) Definitions. As used in this Agreement, the following words, terms, and phrases shall have the meanings set forth below:

(i) "Confidential Information" shall mean and include any and all Information (as defined in this Agreement) of the following types: (1) business or financial information, financial statements, projections, business plans, or strategic or marketing plans, market studies, or analyses; (2) cost and expense information, pricing and discount information, gross or net profit margins, or analyses; (3) technical data, specifications, computer software (including both source code and object code or "executable" software), databases, and database designs; (4) processes, transactions, and transaction procedures; (5) marketing and customer data (including, but not limited to, identity or demographic analyses of customers), focus group reports, "shopping" reports, and marketing or advertising studies; (6) terms, conditions, provisions, or obligations of any contracts or agreements to which the Client is a party or to which any of its assets are subject, or the identity of any Person who is a party to any contract or agreement with the Client; (7) procedural or operational manuals, employee manuals, training manuals, or programs; (8) the identity of any employee of the Client, and the compensation, benefits, or terms of employment of any such employee; and (9) such other information of or regarding the Client that the Client actually maintains as confidential or proprietary; provided, however, that such information shall be deemed confidential only to the extent that it (A) has not been previously disclosed to the public, (B) is not ascertainable from public or published information or trade sources, or (C) is not subsequently publicly disclosed (other than by a violation of this Agreement). Any Information that is marked or otherwise identified as "Confidential Information" at the time of Disclosure shall be presumed to be Confidential Information for the purposes of this Agreement.

(ii) "Information" shall mean and include any data or information Disclosed (as defined in this Agreement) in the form of: (1) any written information, reports, documents, books, notebooks, memoranda, charts, or graphs; (2) computer tapes, disks, CD-ROM, files, or other mechanical or



electronic media; (3) oral statements, representations, or presentations; (4) audio, visual, or audio-visual materials or presentations, including audiotapes, videocassettes, laser discs, or CDs; and (5) any other documentary, written, magnetic, or other permanent or semi-permanent form.

(iii) "Disclose" or "Disclosure" shall mean and include any delivery, transmittal, presentation, or representation of Information, by any Person to any other Person.

(iv) "Person" shall mean and include any individual or natural person, corporation, trust, proprietorship, partnership, limited partnership, joint venture, limited liability company, limited liability partnership, or any other entity.

(b) Agreement to Provide Information. In connection with the performance of the Services by Consultant, the Client agrees to the prompt and full Disclosure to Consultant any Information of, or regarding to, the Client, its business, or operations, including Confidential Information, as Consultant may request.

(c) Agreement to Maintain Confidentiality. The Parties agree to retain and maintain in strict confidence, and to require their representatives, agents, employees, officers, directors, shareholders, partners, principals, successors, assignees, managers, members, affiliates, consultants, or professional representatives and advisors to retain in confidence any and all Confidential Information of the other party. The Parties agree that, without the prior express written consent of the other Party, Consultant and Client shall not, either directly or indirectly, individually or in concert with others: (i) Disclose any such Confidential Information to any other Person; (ii) use any such Confidential Information for the benefit of any Person other than the Client; or (iii) permit any Confidential Information to be Disclosed to or used by any Person other than the other party.

(d) Continuation of Covenant; Obligations on Termination. The Parties expressly agree and acknowledge that the obligation of the Parties pursuant to Section 5(c) of this Agreement shall continue, notwithstanding the expiration of this Agreement, the completion of the Services, and/or any termination of this Agreement by either Party, so long as the Parties, or any representative, agent, employee, officer, director, shareholder, partner, principal, successor, assignee, manager, member, affiliate, consultant, or professional representative or advisor of the Parties, has any knowledge, possession, or control of, or access to, any Confidential Information of the other party. Upon the completion of the Services, or any other termination or expiration of this Agreement, for any reason, the Parties shall, if required to do so by the other Party, promptly return to the requesting Party (without retaining copies, in any medium) any and all Confidential Information of the requesting Party in the possession or control of the Parties.

(e) Intellectual Property Rights.

(i) In this Agreement, "Intellectual Property" means all works, including literary works, pictorial, graphic, and sculptural works, architectural works, works of visual art, and any other work that may be the subject matter of copyright protection; advertising and marketing concepts; information; data; formulas; designs; models; drawings; computer programs; including all documentation, related listings, design specifications, and flowcharts, trade secrets, and any inventions including all processes, machines, manufactures and compositions of matter and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon.

(ii) Conditioned upon the payment of all Fees and Expenses, Consultant assigns to the Client all worldwide right, title, and interest in and to Intellectual Property created, made, conceived, reduced to practice, or authored by Consultant, or any Persons provided by Consultant either solely or jointly with others, that Client delivers to Client during the performance of the Services or with the use of information, materials, or facilities of Client received by Consultant during the Term ("Deliverables"). Client shall execute or cause to be executed, all documents and perform such acts as may be necessary to secure for Consultant statutory protection throughout the world for all Intellectual Property licensed to Client pursuant to this Section.

(iii) Notwithstanding the above, Consultant shall maintain the exclusive ownership of all Intellectual Property used to create the Deliverables, such as Consultant's methods, templates, designs, formula, and software including Consultant's online portal ("Consultant Materials"). Consultant hereby grants to the Client a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to make, use, sell, sublicense, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit the Consultant Materials only to the extent that the Consultant Materials are contained in the Deliverables.

6. Limitation of Liability. Consultant, and its subcontractors, partners, agents, and employees, shall not be liable to client, whether jointly, severally, or individually, in excess of the compensation paid to the Consultant under this Agreement, as a result of any act or omission not amounting to a willful or intentional wrong. Client hereby agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect, or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.

7. Cooperation of Client. Client agrees to comply with all reasonable requests of Consultant and shall provide Consultant's personnel with access to all documents and facilities as may be reasonably necessary for the performance of the Services under this Agreement.

8. Term. This Agreement shall commence on the Effective Date and thereafter shall remain in effect until April 20, 2024 or until terminated by either Party as set forth in Section 9 of the Agreement (the "Term").

9. Termination.

(a) Termination for Convenience. Either Party may terminate this Agreement upon giving thirty (30) day's prior written notice thereof to the other Party.

(b) Payment of Services. Upon termination or cancellation of this Agreement, the Client shall be liable to Consultant for charges for Services performed by Consultant and accepted by the Client prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

(c) Return of Confidential Information and Other Materials. Upon completion of Consultant's Services hereunder or at such other time as may be requested by either Party, the Parties shall return to each other all Confidential Information that is in its possession at the time of termination. Upon the termination of the Agreement, the Client shall promptly return to Consultant any equipment, materials or other property of the Consultant relating to the terminated Services which are in Client's possession or control.

10. Relationship of the Parties. The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties, or commitments on behalf of the other Party, or otherwise act

on behalf of the other. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

11. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.

12. Arbitration. Any dispute, controversy or claim between the Parties arising out of or related in any way to this Agreement which cannot be amicably resolved by the Parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place in the State of California. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of California. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the Parties. Each Party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This Section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.

13. Attorney's Fees. If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

14. Collection Expenses. If Consultant incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due it under this Agreement, Client agrees to reimburse Consultant for all such costs, expenses and fees.

15. Assignment; Binding Effect. Neither this Agreement nor any rights, benefits, or obligations under it may be assigned by any party to this Agreement without the prior express written consent of the other Party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon all of the Parties to this Agreement and their respective executors, administrators, successors, and permitted assigns.

16. Severability. If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

17. Headings; Construction. The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to



define, limit, or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

18. Survival. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

19. Rights Cumulative. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

21. Notices. Any notice, payment, demand or communication required or permitted to be delivered or given by the provisions of this Agreement shall be deemed to have been effectively delivered and received: (i) if personally delivered, upon receipt, (ii) if sent via facsimile, upon mechanical confirmation of successful transmission thereof generated by the sending telecopy machine only if such notice is also delivered by hand, or deposited in the United States mail, postage prepaid, registered or certified mail, on or before three (3) business days after its delivery by facsimile, or (iii) if sent by registered or certified mail five (5) days after deposit thereof in the U.S. mail and addressed to the parties at the addresses set forth below their signatures to this Agreement.

22. Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

23. Entire Agreement; Modification. This Agreement, and any Exhibits attached hereto, are the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives, or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**Client**

By Cynel Foley  
Name: Cynthia Foley  
Title: Chief Human Resources officer  
Address: 4000 S. Main Street  
Los Angeles, CA 90037

**Consultant**

Schoolhouse Consulting LLC

By JSt  
Name: Julia Stuart Yilmaz  
Title: Founder & Consultant  
Address: 2366 Edgewater Terrace, Los  
Angeles CA 90039