

CONSULTING SERVICES AGREEMENT

This consulting services agreement (“Agreement”) is dated August 1, 2021 (“Effective Date”), and is between Mountain View Whisman School District (“CLIENT”) and ILO Group LLC (“CONSULTANT”).

In consideration of the promises and mutual covenants set forth below, the parties agree as follows:

1. **SERVICES.** CONSULTANT agrees to perform professional services (“Services”) as specified in a Statement of Work (“SOW”) to this Agreement. If new or additional Services are added to this Agreement, then CLIENT will prepare an amendment to this Agreement. Upon execution by both parties, each amendment will be numbered consecutively and incorporated into this Agreement by reference.
2. **PAYMENT.** CLIENT will compensate CONSULTANT for the Services in accordance with the fees specified in a SOW. CONSULTANT will be paid upon submission of invoices to CLIENT. All invoices must include a description of the completed Services along with any supporting documentation.
3. **INVOICES.** CLIENT will pay all properly submitted and undisputed invoices thirty (30) days after receipt of such invoice.
4. **EXPENSE REIMBURSEMENT.** All expense reimbursements are subject to CLIENT’s prior written approval before they are incurred. Expense reimbursements will be paid upon submission of an invoice to CLIENT in accordance with section three (3) of this Agreement. For reimbursement of any single expense over \$500.00, or any expense that would cause the total amount of reimbursable expenses to exceed \$500.00, CONSULTANT must receive CLIENT’s prior written approval, provide a narrative justifying the expense, and provide supporting documentation.
5. **TERM.** This Agreement is dated August 1, 2021 and remains in effect until June 30, 2022 or until the Services are completed (“Term”), whichever is later, unless sooner terminated as set forth below.
6. **TERMINATION.** CLIENT may terminate this Agreement, with or without cause, effective upon 30 days notice to CONSULTANT. Unless termination is for a material breach of this Agreement, CLIENT will compensate CONSULTANT for Services completed before the date of termination. Those provisions which by their nature are intended to survive the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.
7. **WARRANTIES.** CONSULTANT represents and warrants to CLIENT that: a) CONSULTANT has the knowledge, experience, and ability to perform the Services required under this Agreement; b) CONSULTANT will perform such Services in a professional, competent and timely manner; c) CONSULTANT’s performance of Services and the submission of deliverables under this Agreement will not violate any applicable law or regulation of any court, governmental body, administration, or other agency.
8. **INDEPENDENT CONTRACTOR.** The parties acknowledge that CONSULTANT will be an independent contractor, and this Agreement creates no partnership, joint venture, or employment relationship among the parties. CONSULTANT is solely responsible for payment of all compensation to its employees and all applicable obligations to state and/or federal governmental agencies, including, but not limited to, income tax, unemployment tax, business registration fees, and requisite licensing fees, etc. for its employees. Each party acknowledges that it is not an affiliate or subsidiary of the other party, and is not entitled to any employee rights or benefits of the other party.
9. **INDEMNIFICATION.** Each party will indemnify, defend, and hold harmless (“Indemnifying Party”) the other party, including its directors, officers, employees, affiliates, and agents (“Indemnified Party”) from and against any liabilities, losses, damages, settlements, fines, recoveries, suits, judgments, expenses, and costs (including reasonable attorneys’ and professionals’ fees and expenses) arising out of, related to, or alleging: (a) any third party claim, suit, or proceeding against the Indemnified Party

related to injury to or death of any individual, or loss of, or damage to, real or tangible personal property, caused by the negligence of the Indemnifying Party or of any of its agents, subcontractors, or employees; or (b) any third party claim, suit, or proceeding against the Indemnified Party that services furnished under this Agreement infringe any patent, copyright, trade secret, trademark, or other rights of the third party, including any breach or alleged breach of any of the Indemnifying Party's representations, warranties, or agreements contained herein.

The Indemnified Party will provide the Indemnifying Party with notice of any threat or filing of a claim against the Indemnified Party. The Indemnified Party may, at its own expense, assist or monitor the defense if it so chooses, provided that the Indemnifying Party will control such defense and all negotiations relative to the settlement of any such claim, and further provided that any settlement intended to bind the Indemnified Party will not be final without the Indemnified Party's written consent.

10. LIMITATION OF LIABILITY. Notwithstanding any other provisions set forth herein, neither party will be liable for any incidental, indirect, exemplary, special, or punitive damages, or consequential damages arising out of or in connection with this Agreement. However, the foregoing exculpation of liability will not apply with respect to damages incurred as a result of the gross negligence or willful misconduct of a party. A party will be liable to the other for any direct damages arising out of or relating to its performance or failure to perform under this Agreement. However, the liability of a party whether based on an action or claim in contract, equity, negligence, tort, or otherwise for all events, acts, or omissions under this Agreement will not exceed the fees paid or payable under this Agreement, and provided further that the foregoing limitation will not apply to: (a) a party's obligations of indemnification; (b) damages caused by a party's gross negligence or willful misconduct; or, (c) a party's breach of its obligations of confidentiality, as further described in this Agreement. This section will survive the termination of this Agreement.

11. CONFIDENTIALITY. In carrying out the intentions and obligations of this Agreement, both parties may come into possession of proprietary and confidential information of CLIENT or CONSULTANT. For purposes of this Agreement, proprietary and confidential information includes, without limitations, know-how, procedures, membership data, marketing and financial information, methods of operation, business plans and procedures, marketing and advocacy strategies, advertising plans, computer programs and source codes, and any information that has been marked "confidential" or with other words of similar meaning, collectively referred to as "Confidential Information."

The Confidential Information does not include any information that: (i) was known to the receiving party before its disclosure hereunder by the disclosing party; (ii) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; (iii) is or becomes publicly known through no wrongful act of the receiving party; (iv) has been rightfully received from a third party authorized to make such disclosure without restriction; (v) has been approved for public release by the disclosing party's prior written authorization; or (vi) must be produced or disclosed under applicable law, regulation or court order, provided that the receiving party provides prompt notice thereof to enable the disclosing party to seek a protective order or otherwise prevent such disclosure.

The receiving party ("Recipient") agrees not to disclose Confidential Information of the disclosing party ("Discloser") to any third party without the Discloser's express written permission. The Recipient may disclose Confidential Information of the Discloser only to those employees, contractors, representatives, and agents who have a need to know such Confidential Information. The Recipient may use Confidential Information of the Discloser only for purposes of fulfilling its obligations or as permitted under this Agreement. All Confidential Information will remain the sole property of the Discloser. The Recipient will not use or commercially exploit the Discloser's Confidential Information, or any portions thereof, except for fulfilling the obligations under this Agreement.

Each party will use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party will advise the other immediately upon learning or having a reason to believe that any person who had access to

Confidential Information has violated, or intends to violate the terms of this Agreement, and each party will cooperate with the other in seeking injunctive or other equitable relief against such person.

12. **FORCE MAJEURE.** Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations under this Agreement if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing CONSULTANT and/or CLIENT, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Agreement.
13. **GOVERNING LAW.** The laws of the District of Columbia govern all matters arising out of this Agreement, without giving effect to any choice of law principles that could result in the application of the laws of any other jurisdiction.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the sole, final, and entire agreement by the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. This Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.
15. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same Agreement. Executed counterparts of this Agreement may be delivered by facsimile or electronic means.
16. **NOTICE.** All legal notices under this Agreement must be in writing and will be deemed to have been duly received when: (a) delivered by hand (with written confirmation of receipt), or (b) two (2) days after being deposited for delivery with a nationally recognized overnight delivery service, such as FedEx, UPS, or USPS and addressed as set forth below (or to such other address as a party may designate by notice to the other party):

CONSULTANT	CLIENT
Name: Cerena Parker Title: Partner, ILO Group LLC Address: 10 Dorrance Street, Suite 700 #15561 Providence, Rhode Island 02903	Name: Title: Address:

17. **ASSIGNMENT & DELEGATION.** Neither party may assign any right or delegate any performance under this Agreement, unless mutually agreed to in writing. All assignments of rights are prohibited, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other matter. A purported assignment or purported delegation in violation of this section is void.
18. **NON-WAIVER.** No course of dealing or failure of either party to enforce any term, right, obligation, or provision of this Agreement, including any amendments thereto, or to exercise any option provided hereunder or there under, will be construed as a waiver of such provision.
19. **SEVERABILITY.** If any provision of this Agreement is held unenforceable, then that provision will be

modified to the minimum extent necessary to make it enforceable and that reasonably achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement will continue in full force and effect.

- 20. **REMEDIES.** The rights and remedies provided herein will be cumulative and in addition to any other remedies available at law or in equity.
- 21. **SURVIVAL.** All provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement will survive the expiration or termination of this Agreement.
- 22. **Dispute Resolution.** The parties agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof shall first be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be exclusively submitted to JAMS for final arbitration as set forth below. The mediation may be held by videoconference. The mediator may impose the cost of the mediation on one party if the mediator determines that such party failed to participate in the mediation in good faith. Otherwise, the parties shall jointly share the cost of the mediation. Any dispute not resolved by mediation shall be determined by arbitration before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitration shall be held in the location which the arbitrator determines is most convenient for the witnesses except that the arbitrator shall have the authority to order that the arbitration be held by videoconference should he/she determine that videoconferencing will provide a fair hearing to both parties. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude either party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party in any arbitration shall be entitled to its reasonable attorneys' fees and costs.

The parties have caused their authorized representatives to execute this Agreement as of the Effective Date.

CONSULTANT		CLIENT
By:		By:
Name: Julia Rafal-Baer		Name:
Title: Managing Partner		Title:

STATEMENT OF WORK

Proposal Summary

Mountain View Whisman School District (“MVWSD”) is seeking support for executive coaching services, including cohort sessions for two concurrent leadership development training cohorts and one-on-one coaching of up to 10 team members. This programming is intended to support two cohorts of MVWSD leaders, those in the Central Office and principals.

There are two main components of this work: one-on-one executive coaching sessions and a leadership development training program delivered in small groups as a cohort-based training and coaching experience.

Over the course of 10 months, our coaches propose to support this programming by facilitating one-on-one coaching for 7 Central Office team members and 3 principals, and 3 rigorous leadership training cohort sessions for each cohort. The Central Office leaders cohort sessions and the Principals cohort sessions would be held virtually. The cohort experience is developed to build relationships amongst the cohort; explore identity and sustainability in leadership; and identify and practice tactics for project management, time management and change management, team support and stepping into your power.

Throughout this programming, the coaches will:

- Build a network of leaders within the organization
- Help individuals see their current role in the context of their life and career
- Share technical advice to implement strategies
- Provide tools to strengthen the readiness of team members to execute and implement with fidelity
- Provide strategic advice to navigate relationships and power dynamics that may impact collective efforts
- Help leadership team members think through difficult issues and decisions, anticipate problem areas and provide alternate strategies or perspectives on issues
- Serve as a sounding board for new ideas, goal setting and initiative development
- Provide constructive feedback on skills, behaviors and actions alongside valuable resources
- “On-call” needs that emerge that require text or call issues
- Review of any major presentation materials
- And review of board meetings and presentation prep support
- Serve as a trusted confidante

Responsibilities

In order for this programming to be successful, ILO coaches, MVWSD and coachees will commit to the following activities:

	ILO Coaches	Mountain View Whisman School District	Coachees
Cohort Selection		<ul style="list-style-type: none"> ● Select up to 7 Central Office leaders to receive cohort-based coaching experiences and one-on-one coaching ● Select up to 3 principals to receive cohort-based coaching experiences and one-on-one coaching 	

		<ul style="list-style-type: none"> • Provide introduction of selected cohort members to coaches 	
Leadership Development Training Program - cohort model	<ul style="list-style-type: none"> • Implement content for one-on-one coaching sessions 3x monthly with each participant to address their individual needs • Incorporate themes that arise from one-on-one coaching sessions into cohort sessions while maintaining the strict confidentiality of the personalized coaching sessions • Execute on a leadership development training program and cohort experiences to create a confidential community space for optimum learning and development: one for principal leaders and one for Central Office leaders • Create feedback cycles to continuously improve the cohort experiences 		
Coaching	<ul style="list-style-type: none"> • Provide one-on-one coaching sessions 3x monthly for each participant • Facilitate 3 virtual cohort-based coaching sessions for 2 cohorts (Central Office cohort and Principals cohort) • Provide “on-call” supports requiring telephone and email consultation to address urgent issues that emerge as needed 		<ul style="list-style-type: none"> • Attend all sessions by video • Take advantage of this professional development opportunity • Commit to at least 30 minutes of preparation for each session • Commit to creating a trusted and confidential space

Proposed Timeline

We propose this contract begin on August 1, 2021 to allow for one-month of planning with programming taking place over the course of 10 months from September 1, 2021 - June 30, 2022. Session dates are based on coaches availability. We will align on dates at the start of this contract.

There is an option to renew this agreement for a new cohort with the same terms.

Budget

We will provide up to three coaches to facilitate and oversee the 3 cohort sessions and provide one-on-one executive coaching, as well as additional support from our team. The proposed cost of this effort is \$223,000 including reasonable approved expenses, half of which will be invoiced upon execution of the contract and the remaining half will be invoiced upon completion of the project.