

PROFESSIONAL SERVICES AGREEMENT FOR EXECUTIVE COACHING BETWEEN THE ACCELERATED SCHOOLS AND DKC STRATEGY

This Contract is made on **June 13, 2024** between **The Accelerated Schools** ("Client") and **DKC Strategy** ("Contractor"), who hereby enter into this Consulting Agreement under the following terms and conditions. Such services and the relationship between Client and the Contractor shall be governed according to the following terms and conditions:

A. CONTACT INFORMATION

1. Contractor Contact Information.

- **Name and Title:** Dan Katzir, President
- **Address:** 243 Vista Terrace, Palm Springs, CA 92262
- **Email:** dkcstrategy@gmail.com
- **Phone:** (323) 376-5674

2. Client Contact Information.

- **Name and Title:** Jesse Melgares, CEO
- **Address:** 4000 South Main St. Los Angeles, CA 90037

B: STATEMENT OF WORK

1. **Contact Period:** June 1, 2024 to June 30, 2025
2. **Contracted Services:** Contractor agrees to perform the services detailed in Appendix A. Upon request, the Contractor agrees to submit to Client documentation that services or deliverables detailed in Appendix A were performed or completed.
3. **Additional Services:** Contractor may also agree to provide additional services. To the extent such services require additional expenditure by Client, such services must be described by written addendum to this Contract to be separately signed and executed by Client and the Contractor. Any such addendum to this Contract will be governed by all terms and provisions of this Contract, unless explicitly stated and agreed upon between Client and Contractor in such an addendum.

C: FEES & EXPENSES

1. **Fees:** In consideration of Contractor's providing the services described in Appendix A, Client agrees to compensate Contractor at a rate of **\$7,300** per month. The maximum value of this contract is **\$94,900** for the duration of the contract.
 - a. **Note:** If The Accelerated Schools is interested in contracting with DKC Strategy for coaching services for additional leaders during the same contract period as above, the monthly rate for those additional leaders would be \$7,000 per month and the maximum value of the contract would increase.
2. **Expenses:** Client will reimburse the Contractor for any pre-approved trips (mileage, coach airfare, ground transportation, lodging and meals).

- 3. Payment Terms:** Contractor will invoice Client monthly, including receipts for all travel expenses. Client agrees that full payment for all invoiced fees and expenses shall be made within thirty (30) days from Client receipt of the invoice. Invoices from the Contractor should be sent to: **Debbie Kukta, Chief Business Officer.**

D. STANDARD TERMS AND CONDITIONS

- 1. Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties hereto and approved by the appropriate officials of both parties.
- 2. Termination.** Either party may elect to terminate this Agreement at any time and for any reason by giving written notice to the other party no later than thirty (30) days prior to the effective date of termination. If this Agreement is terminated while Contractor is actually performing services hereunder, Contractor will be entitled to compensation according to the terms of this Agreement for services performed in compliance with this Agreement through the effective date of termination. In addition, this Contract terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; (c) the death or permanent disability of the Contractor, and if applicable (d) material breach of any term or condition of this Agreement.
- 3. No Employment Relationship; No Liability for Taxes, Insurance.** Contractor acknowledges and agrees that they are not an employee of Client. Thus, Contractor will not be entitled to any benefits of an employee of Client including without limitation the right to participate in any insurance, retirement or other benefit plans. Contractor will be solely responsible for determining the means and methods for performing the Services under this Agreement. Independent Contractor will select and will have full and complete control of and responsibility and liability for all agents, employees, and subcontractors, if any, employed or used by Independent Contractor in the conduct of their independent business generally and the performance of the Services hereunder. Client will have no duty, liability, or responsibility of any kind to or for the acts or omissions of such agents, employees, or subcontractors. Contractor agrees they are fully and exclusively responsible for the payment of all state and federal taxes, contributions and similar payments attributable to their engagement hereunder, including without limitation all employment, payroll and federal and state income taxes (including declarations and payments of estimated taxes), and all contributions for unemployment insurance, old-age pensions, annuities or Social Security payments that are measured by the wages, salaries, or other remuneration paid to Contractor's agents, employees or subcontractors, if any. Contractor further agrees to comply with all legal and administrative regulations related to such taxes and contributions.
- 4. Confidential Material.** In the performance of services, Contractor may have access to, receive and be entrusted with confidential information. All such Confidential Material is considered secret and will be available to Contractor in strict confidence.
- 5. Dispute Resolution.** If Contractor and Client cannot resolve any dispute, controversy or claim arising out of or relating to this Agreement or the transactions contemplated by this Agreement, or any amendment of this Agreement, Contractor and Client each agree to submit the matter to

final and binding arbitration conducted in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association before a single Arbitrator.

6. **Controlling Law.** This Agreement will be construed, enforced and governed in all respects by the internal laws of the State of California, without regard to choice of law principles.
7. **Force Majeure.** The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care, including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
8. **Enforceability.** If any provision of this Agreement is found to be void or unenforceable by either of the parties, such finding will not render any other provision of this Agreement void or unenforceable.
9. **Entire Agreement.** This document contains the entire Agreement of the parties and supersedes all prior negotiations or agreements, whether oral or written, regarding the matters set forth herein. It may not be changed orally but only by an agreement in writing signed by both parties.

READ AND APPROVED:

Client

Name: Debbie Kukta

Title: Chief Business Officer

Signature: 

Date: 6/25/24

DKC Strategy

Name: Dan Katzir

EIN: 87-4136430

Signature: 

Date: 6/25/24

APPENDIX A: STATEMENT OF WORK

Scope of Work

- Use a guided protocol over the summer to ensure that concrete coaching goals are established.
- Provide executive coaching, leadership development strategies and operational implementation advice to the CEO.
- Be available by phone and Zoom through a regular cadence of check-ins, “on demand” coaching sessions, emergency/anytime advice, and in-person shadowing, guidance or practice sessions.
- As needed, provide leadership development tools, templates and other development and practice opportunities to expand CEO's leadership competencies, approaches, and confidence.
- Serve as an accountability partner for mutually agreed-upon action steps.
- If appropriate and if desired by the CEO or board, conduct check-ins with the board chair (and/or full board if desired) to discuss progress toward goals and ensure alignment.