

Kulture Consulting, LLC

PO BOX 2877, PAWLEYS ISLAND, SC 29585

PH: 1-888-668-6466

Consulting Services Agreement by & between

Kulture Consulting, LLC

&

Propel Schools

This agreement is made on November 6, 2020 between Kulture Consulting, LLC (hereinafter, "Kulture") and Propel Schools (hereinafter, "Propel"), and sets forth the terms and conditions for engagement of the services of Kulture.

Scope of Work

The Pennsylvania State Education Association (hereinafter, "PSEA" or "union") is seeking recognition of Propel's educators and other non-supervisory employees. Employees have asked questions and expressed concerns about the union campaign. Because numerous laws and regulations apply during union campaigns, Propel has retained Kulture to assist with lawful employee communications, training, advice and counsel during the union organizing process.

Risks and Limitation of Liability

1. The National Labor Relations Act establishes rules that apply during union campaigns. Those rules are subject to interpretation and can be changed by decisions of the National Labor Relations Board, Federal Courts, Congress and Executive Orders. Changes are common when a new President is elected, especially when the political party in control changes. For example, acceptable speech and behavior during a union campaign could be redefined and procedures that apply to union elections could change.
2. Kulture and its consultants are committed to provide legal and factual information to educate Propel and its employees. It should be understood that conflict and legal challenges often arise during union campaigns. It is not uncommon for unions to file Unfair Labor Practice charges (ULPs) and election objections, even when there is little or no legal support. Accordingly, Propel may face legal challenges even if it acts properly and lawfully. Neither Kulture, Propel nor its labor attorneys can control what action a union may take or what claims it may allege in charges filed with the National Labor Relations Board.
3. It is understood that Kulture, and any or all of its shareholders, employees, contractors, and consultants, shall be held harmless and indemnified by Propel from any and all claims arising out of Kulture's services under this agreement, provided that Kulture is acting within the scope of its services and not committing fraud, gross negligence or illegal activity.

Kulture Consulting, LLC

PO BOX 2877, PAWLEYS ISLAND, SC 29585

PH: 1-888-668-6466

Invoice & Payment Policy

Kulture's fees to Propel, a non profit organization, have been discounted as follows:

1. \$3,000/day, reduced from \$3,500. Daily rates typically apply when consultants are on site advising leaders and conducting multiple meetings.
2. \$350/hour, reduced from \$400/hour. Hourly rates typically apply when Kulture provides assistance with research, writing, remote training/strategy discussions, etc.
3. Travel time is billable and reasonable expenses will be reimbursed.

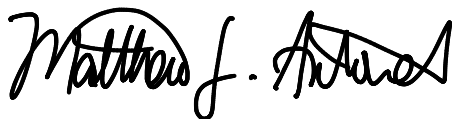
Kulture's invoices shall be paid by Propel upon receipt.

1. Invoices are delinquent if not paid within 30 days. Kulture reserves the right to assess late charges at the rate of 2½ percent per month for all balances not paid in full within 45 days. Kulture reserves the right to discontinue services until the account is brought current.
2. If you have any questions related to this, please bring them to our attention immediately.

This agreement may be terminated, at any time, by either party involved, with payment for work hours expended since the last billing through dates/times of termination, plus actual and reasonable expenses incurred, to be paid in full.

Upon engagement of Kulture's services, please acknowledge receipt and approval of the above stipulations regarding representation/consulting services, invoicing, and payment.

On behalf of Kulture Consulting, LLC



Matthew J. Antonek

On behalf of Propel Schools



DR TINA CHEKAN

Date: November ⁹~~8~~ 2020

Date: 11/6/20