

ENGAGEMENT AGREEMENT FOR INDEPENDENT ASSESSMENT
The Diocese of Churches for the Sake of Others

THIS AGREEMENT is entered into between Pellucid Consulting LLC (Pellucid Consulting) and The Diocese of Churches for the Sake of Others (C4SO) for good and valuable consideration. Both parties understand and acknowledge that Pellucid Consulting LLC is not being retained to provide any form of legal advice, representation, or counsel, and the assessment findings are not intended to be legal conclusions. This document outlines the obligations of both parties as well as how charges will be determined and billed.

I. Mutual Understanding and Obligations

Both parties understand and acknowledge that Pellucid Consulting is not an agent of C4SO but is operating with complete independence and autonomy in conducting the above-referenced assessment. Both parties understand and acknowledge that the only obligation Pellucid Consulting has to C4SO is to carry out an independent assessment and provide a final written report based upon its findings to C4SO.

C4SO agrees to fully cooperate with Pellucid Consulting during each stage of the assessment. Such cooperation shall include, but not be limited to, providing Pellucid Consulting with all requested information, documents and materials in the possession or control of C4SO or any of its representatives. C4SO shall also seek to make available to be interviewed by Pellucid Consulting any and all employees and/or representatives Pellucid Consulting believes may have information relevant to the subject matter of this assessment. C4SO must release lawfully recognized privileged materials to Pellucid Consulting upon receipt of a written waiver from the individual who holds the privilege. It is the understanding of the parties that the contents of all interviews conducted during this assessment shall only be disclosed within a final report at the discretion of Pellucid Consulting and with the prior permission of the interviewee. Both parties acknowledge that Pellucid Consulting retains the right to keep a copy of any materials obtained during the course of this assessment that Pellucid Consulting deems relevant to support the Final Report.

II. Scope of the Assessment

Pellucid Consulting shall conduct an assessment of reports of actions not appropriate for clergy involving Midwest Dean Jay Greener at Church of the Redeemer in Highwood, Illinois. The assessment will include receiving and considering all relevant information voluntarily provided to Pellucid Consulting as well as any information in the public record. The assessment will also consider any significant contributing factors and root causes discovered through the course of the assessment, including but not limited to, those that might be related to the organizational climate, decisions, or structures of CS4O.

III. The Time

Pellucid Consulting shall commence this Independent Assessment within twenty-five (25) days of the execution of this AGREEMENT. Pellucid Consulting understands the importance and urgency of this assessment and will make every effort to complete it in a timely manner. Pellucid Consulting will make every effort to complete and deliver the Final Report within thirty days of completing all of the information gathering and analysis phases of the Assessment.

IV. Fees and Billing

The parties agree that the actual fees for services charged by Pellucid Consulting are as follows:

Project Fee	\$1500.00 (one-time fee)
Assessment Hourly Rate	\$150.00
Travel Rate (if necessary)	\$50.00 an hour for travel time per person
Budget for Professional Third-Party Services	\$2000

Pellucid Consulting will record and bill time in one-tenth hour (six minute) increments.

Due to the nature of this kind of assessment, it is impossible to determine the amount of time it will take to complete. Therefore, after each 30 hours of billed time, Pellucid Consulting will provide C4SO a general status update of the assessment along with an invoice for the purpose of providing some guidance as to the time frame for completion.

C4SO acknowledges and agrees that it will reimburse Pellucid Consulting for reasonable out-of-pocket expenses associated with procuring professional services, as needed, to assist with the assessment. Out-of-pocket expenses for professional services will not exceed \$2000 unless both parties agree in writing to increase the amount.

C4SO acknowledges and agrees that it will cover reasonable travel related expenses associated with interviews for individuals Pellucid Consulting believes may have information pertinent to this assessment and/or associated with meetings with C4SO leadership.

Pellucid Consulting shall bill after each 30 hours of billed time, and these statements are due when rendered. Due to the fact that this is an independent assessment, Pellucid Consulting shall provide a short non-specific description of the work for which fees are charged. Pellucid Consulting invites C4SO to present any questions that it may have concerning a fee or expense charged.

C4SO understands that if it has any disagreement about the amount of the bill or services by Pellucid Consulting, it will advise Pellucid Consulting in writing within ten (10) days of said disagreement. If C4SO does not give Pellucid Consulting said notice it thereby will be assumed to have agreed to the amount of the bill and services provided by Pellucid Consulting. If there is no disagreement with the bill, C4SO hereby agrees to pay the amount of the billing statement within 15 days of the date of the billing statement.

V. Termination

Either party may terminate this agreement at any time for any reason by giving at least thirty (30) days notice in writing to the other. If the contract is terminated by C4SO, Pellucid Consulting shall have thirty (30) days to submit a final invoice for all services rendered and costs incurred up to the date of receiving the termination notice. C4SO shall pay the final invoice within fifteen (15) days of receipt.

VI. Indemnification

C4SO agrees to release, indemnify, and hold Pellucid Consulting (its partners, employees, and representatives) harmless from any liability and costs Pellucid Consulting incurs in the course of performing this Agreement, including, without limitation, any liability incurred as a result of releasing the final report, executive summary, and/or recommendations, except in cases where it has been determined by a court of competent jurisdiction that Pellucid Consulting intentionally violated privacy laws or acted with malice.

Pellucid Consulting agrees to release, indemnify, and hold C4SO (its partners, employees, representatives, officers, and directors) harmless from any liability and costs C4SO incurs directly related to actions by Pellucid Consulting during the course of this assessment, which are determined by a court of competent jurisdiction to have been performed with malice.

VII. No Prior Agreements.

This Agreement, which is the entire agreement between the parties, supersedes any prior oral or written agreements, understanding or commitments. No amendments shall be valid unless written and signed by both parties. If any provision is declared void or unenforceable, it shall not affect the validity or enforceability of any other provisions.

VIII. C4SO's Designated Contact

All questions related to this document, the subsequent assessment and billing shall be directed to Canon Kimberley Pfeiler of C4SO. Upon execution, C4SO will provide the contact information of the designated contact to Pellucid Consulting.

This document constitutes the entire Agreement between the parties. In order to be binding, any modifications to this Agreement must be in writing and signed by Pellucid Consulting and a representative of C4SO.

DATED this 17th day of January

By: Wade Mullen
Pellucid Consulting

A handwritten signature in black ink, appearing to read 'Todd Hunter', written in a cursive style.

The Right Reverend Todd Hunter, C4SO