

EducationBoardPartners

great boards. great schools.

Agreement: Education Board Partners and Community Strategies, Inc.

It is mutually agreed between all parties that this Agreement ("Agreement") is being entered effective March 3, 2021, by and between Education Board Partners ("EBP") having its principal offices at P.O. Box 73215 Washington, DC 20056 and Community Strategies, Inc. ("Client"), having its principal office at 1900 NW Expressway, Floor R3, 50 Penn Place, Oklahoma City, OK 73118.

The purpose of the Agreement is to set forth terms and conditions under which Education Board Partners will perform services for Client. The Agreement includes all Exhibits to this document.

1. **Services.** Upon the request of Client, EBP will perform the services ("Services") more particularly specified in Exhibit A, which is incorporated herein by reference for all purposes.
2. **Agreement term.** The Agreement term begins on March 1, 2021 and ends on February 28, 2023 unless earlier terminated as provided in this agreement.
3. **Compensation.** Subject to the terms and conditions of this Agreement, Client will pay EBP the sum of \$125,000, pursuant to the schedule set forth in Exhibit B. Once invoiced, Client agrees to pay EBP within 30 calendar days of receipt of the invoice. Travel costs including air and ground transportation, lodging, and meals are not included, and will be invoiced separately upon incurring costs. Invoices and other billing information should be sent to dougrscott@yahoo.com.
4. **Changes to program/deliverable dates.** Should Client specify that a scheduled program, service, or deliverable of this Agreement needs to be cancelled and/or rescheduled to a later date, EBP will make every effort to work with Client to reschedule that training expediently for a mutually agreeable time. In the event that this request occurs less than 20 days prior to the scheduled training or deliverable date and either the training is ultimately cancelled by Client or there is not a mutually agreeable date to reschedule due to time constraints for either party, Client will compensate EBP for reasonable hours and out-of-pocket costs expended in preparation of customized materials for the training as outlined in Exhibit B. Additionally, Client will cover any corresponding flight, accommodation and other travel change and/or cancellation fees arising from the rescheduling and/or cancellation.

5. **Independent status.** EBP will perform all Services in this Agreement as an independent contractor and not as an employee of Client. EBP will have exclusive control and direction over the method of carrying out the tasks to accomplish the Services under this Agreement and retains the right to designate, either by name or description, the individual or individuals who shall perform the services on behalf of EBP under this Agreement. Income taxes, employment taxes, workers' compensation, unemployment insurance benefits, or other employee benefits for EBP employees, subcontractors, agents or representatives remain the sole responsibility of EBP, not Client. EBP will indemnify and hold Client harmless from and against any and all loss or liability arising with respect to any of the foregoing taxes and benefits, including, but not limited to, state and federal income taxes and other taxes or assessments, fringe benefits or other withholdings with respect to EBP or its employees, subcontractors, agents and representatives.

6. **Agency not intended.** Under this Agreement, EBP has no power or right to incur liability or obligation in the name of the Client and has no power or right to bind Client to any contracts or agreements. EBP will not represent the contrary, either expressly or implicitly to anyone.

7. **Termination.** The Agreement may be terminated in the event of a breach of any material provision of this Agreement, on 20 days' notice by the non-breaching party to the other party, but only if such breach is not cured within 20 days after notice is given.

8. **Effect of termination.** If this Agreement is terminated, EBP will share with Client a clear description of how much uncompensated time was spent, and EBP and Client will work in good faith to negotiate a mutually agreeable final payment to cover a reasonable proportion of the costs EBP incurred on the work through the termination date.

9. **Representations and Warranties.** Each party represents and warrants that it has all requisite power and authority to enter into and perform its obligations under this Agreement.

10. **Confidentiality.** EBP agrees that any and all data and information about the business of Client that comes to EBP's attention by reason of its obligations under the Agreement or that is not generally known to or readily ascertainable by others, including, but not limited to, trade secrets or other information regarding Client's operations, services, or financial or business affairs (collectively, "Confidential Information"), will be received by EBP in confidence. EBP agrees to maintain the confidence of Confidential Information, to refrain from disclosing the Confidential Information to any other person or entity of any kind except Client or its authorized representatives, and to use any Confidential Information only in the course of undertaking the Services outlined in this Agreement. EBP further agrees that all records, copies of record, and other property containing Confidential Information are and will remain Client's property; and agrees to return promptly to Client all such records, copies of records, and other property in EBP's possession at the earlier of the termination or expiration of this Agreement.

11. **Intellectual Property.** Any and all intellectual property created by EBP during the term of this Agreement (collectively, the "Intellectual Property," including, but not limited to, text,

materials, products, documents, recordings, programs, and other content, designs, graphics, art, layout, typeface, format, illustrations, and modifications, in whatever medium or form, including without limitation print, graphic, audio, video, digital, electronic, object code, source code, or otherwise) shall be the property of EBP and all rights, title, and interest in the Intellectual Property shall vest in EBP. Client can share Intellectual Property with clear attribution in furtherance of Client's educational purposes/the outcomes of the Agreement.]

12. **Compliance.** Parties will perform its obligations under this Agreement in accordance with all applicable laws and regulations.

13. **Indemnification.** Client agrees to protect, defend, indemnify and hold harmless EBP and any of its current or former board members, directors, officers, employees, agents, and representatives (the "EBP Indemnified Parties") from any and all claims, liability, damages, losses, reasonable costs and reasonable expenses, awards and reasonable attorney's fees in connection with any claim, suit, or cause of action brought or asserted by any person or entity for personal injury, death, or property damage, arising out of or in connection with (but only within the scope necessary for) performance of the Services or the furnishing of deliverables under this Agreement. However, Client shall not be required to protect, defend, indemnify and hold harmless the EBP Indemnified Parties from any and all claims, liability, damages, losses, costs and expenses, awards and attorney's fees to the extent, but only to the extent, caused by the EBP Indemnified Party's negligence or willful misconduct. If EBP is named in any legal action or claim against Client, EBP's governing body shall have authority to approve any settlement upon consultation and agreement with Client.

14. **Notices.** All notices to either party pursuant to this Agreement must be in writing and must be given by certified mail, postage prepaid, by overnight delivery, or email to the addresses set out below, or any other address as may from time to time be established.

To: Education Board Partners
PO Box 73215
Washington, DC 20056
E-mail: carrie@edboards.org

To: Community Strategies, Inc.
1900 NW Expressway, Floor R3
50 Penn Place
Oklahoma City, OK 73118
E-mail: dougrscott@yahoo.com

15. **Waiver.** The failure of either party to insist upon strict performance of the terms, conditions and provisions of this Agreement will not be deemed a waiver of future compliance or a waiver of any of its provisions.

16. **Assignment.** This Agreement shall not be assignable by any Party without the prior written or emailed consent of the other party.

17. **Amendment.** No amendment or modification to this Agreement will be effective unless it is in writing and signed by an authorized representative of each party.

18. **Governing law and dispute resolution.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the District of Columbia. All legal proceedings pertaining to this Agreement, or otherwise concerning the subject matter hereof, must be heard exclusively in a state or federal court with subject matter jurisdiction located in the District of Columbia. By execution of this Agreement, each party agrees and submits to the personal jurisdiction and venue of such courts for such purposes.

19. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

21. **Survival.** Any term of this Agreement which by its nature extends beyond expiration or termination (including, but not limited to, the terms of paragraphs 10 (Confidentiality), 11 (Intellectual Property), 13 (Indemnification), 17 (Governing Law) and this paragraph (Survivorship) will survive the termination of this Agreement and will remain in effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the respective dates written below.

EDUCATION BOARD PARTNERS

Carrie Irvin

Authorized Name (printed)

DocuSigned by:

Carrie Irvin

08C4075C0F12479...

Authorized Signature

3/3/2021

Date

Community Strategies, Inc.

Doug Scott

Authorized Name (printed)

DocuSigned by:

Doug Scott

E0F67D1EC5544C1...

Authorized Signature

3/17/2021

Date

Exhibit A: Education Board Partners and Community Strategies, Inc.

SERVICES

Board Assessment

EBP will administer a diagnostic survey to the full board that will assess strengths, opportunities for growth, and areas for improvement. EBP's diagnostic assessment is aligned with governance best practices based on our research and experience working with nonprofit boards across the country. This process will include:

- Online survey completed by all board members and organization leader
- Interviews with board members and the authorizer
- Preparation of report on current governance strengths and challenges, and recommendations for improvements

Proposed Outcomes:

- The board has a clear understanding of its strengths and challenges to date.
- The board votes to approve EBP-recommended changes.

Recruitment Support

EBP will provide strategic recruitment support to the board, with the goal of adding new members with relevant skills and experience, moving this organization beyond the "friends and family" board stage common to young organizations and bringing in independently recruited board members.

We will begin by assessing current board composition, reviewing board assessment data, and developing a strategic board composition matrix to guide recruiting of new members. At the same time, we will establish a statewide Recruiting Advisory Council to nominate potential board members with relevant skills and experience during this time of board transition and rebuilding. This Council, the members of which will be appointed by EBP after consulting with the authorizers, state education officials, charter support organizations, the current board chair, and key stakeholders, will have sole authority to nominate board members.

New board members must be voted onto the board by a majority of the current board. The board retains authority to select new board members, all of whom will come from the pool of candidates nominated by the Council, as of the date of this contract. Current board members will need to be renominated by the Council to continue serving on the board.

We will provide support in the following ways:

- Develop a strategic board composition matrix that includes recruiting priorities and criteria for nominating and selecting new members
- Working with the Recruiting Advisory Council, develop and execute a broad and robust recruiting outreach strategy with clear recruiting goals; the Council will develop a list of at least 25 prospective board members.
- Oversee outreach to board candidates who match strategic board needs, providing the board with background information (including candidate bio and resume), and pitching this board opportunity to each candidate
- Facilitating board-candidate introduction process
- Providing guidance and tools on an effective selection and onboarding process for new members

Proposed Outcomes:

- The board adds **up to 7** new board members with high priority skills, relevant experience, diverse backgrounds, and mission-aligned perspectives.
- All board members (current and new) sign a Board Member Agreement (BMA) each year. The board chair determines each year whether each board member has fulfilled the expectations in the BMA.

Support Establishing Strong Governance Practices, Structures, and Processes

Through coaching, tools/templates, and training, EBP will support the Community Strategies board with the following work to ensure strong governance moving forward:

- Onboarding new members
- Training all boards members on roles and responsibilities
- Setting up committee structure
- Setting clear goals (6 month and one year) with metrics to measure progress to those goals
- Putting in place a system to monitor progress to goals monthly
- Putting in place a dashboard that shows academic, financial, and operational health of the organization

Proposed Outcomes:

- **75%** of the recommendations in the board diagnostic report will be accomplished as a result of the coaching
- Board members report clear understanding of roles and responsibilities
- Authorizer reports clear and proactive communication from board about financial and academic health of the organization
- 6 month goals are achieved; annual goals set
- The board has a functioning committee structure, a board officer succession plan, and an annual calendar.

Support with Conducting a Review of Organizational Structure

Through coaching and facilitation, EBP will help the Community Strategies board clarify and articulate the management and accountability structure of the organization, including:

- Initiating an independent review of the management contract with Epic Charter Schools and making any recommended changes or revisions, including instituting clear performance benchmarks for academic, financial, and operational health of the organization
- Discussing the structure of the current charters held by the board
- Reviewing the relationship with the two authorizers
- Establishing clear accountability structures between and roles and responsibilities of:
 - The Community Strategies, Inc. board
 - The superintendent
 - The management company leadership
 - The Statewide Virtual Charter School Board
 - Rose State College

Consulting with the Authorizing Board

EBP will consult at least quarterly with the authorizers to ensure clear alignment around performance of the Community Strategies board and the organization moving forward.

Expectations

Quarterly Monitoring

- Each quarter, we will have a formal check-in with the board chair to review progress towards program outcomes. At the end of the first month of work, we will provide a template for these check-ins.
- If at any of these quarterly check-ins, we determine that the board is not acting in accordance with the terms in this agreement, EBP has the right to terminate the contract.

Communications

- Given the high profile of the issues facing this board, and the record of media attention, EBP must approve any communications, press releases, statements, or other messages about this work.
- If incorrect information about this work or EBP appears in the media in any way, Community Strategies will issue a retraction or otherwise correct the public record.

Values

- EBP's values are deeply important to us. We respectfully request that the members of the board review our values and agree that we will operate in accordance with these

values, and that if the board requests us to take any actions or participate in any work that is not aligned with these values, we will terminate the contract.

Our Core Values



Achieve Impact / Our work is only worth doing if it measurably improves quality and equity in public education. We see ourselves as part of a vibrant ecosystem working to close the opportunity gap.



Create Community / People are the core of our work. We build deep, authentic relationships, grounded in trust, that enable learning and change. We help people see and solve problems, work together, and make schools great for all students.



Deepen Expertise / We are students and we are teachers. We reflect on and learn from our failures and successes. Our lived experience influences our work. We strive to get better and leverage learning and opportunities to do better.



Be Courageous / We act boldly and speak truth, even when difficult, because the future of students depends on it. We acknowledge and strive to see our blind spots and those of others and call them out.



Embrace Humanity / In everyone, we recognize and embrace diverse perspectives, talents, experiences, and boundaries. We anchor our actions in respect, understanding, empathy and affirmation.

Exhibit B: Education Board Partners and Community Strategies, Inc.

PAYMENT

Total Cost of Services in Agreement: \$125,000

Client agrees to pay EBP within 30 days of receipt of invoice. EBP will submit invoices on the following payment schedule:

Estimated Date	Amount Due*
March 15, 2021	\$75,000
July 15, 2021	\$25,000
January 15, 2022	\$15,000
September 15, 2022	\$10,000
TOTAL	\$125,000

**Note that if any travel is required throughout the contract, the current cost does not include travel costs. Travel costs include air and ground transportation, lodging, and meals, are not included, and will be invoiced separately upon incurring costs.*