



imagine.

Executive Search Proposal

Superintendent

Prepared for

Andre Mayes, General Counsel

Charlotte-Mecklenburg Board of Education

Delivered on

February 02, 2023

Submitted by

Candice Durham

Executive Summary

Dear Charlotte-Mecklenburg Board of Education

Imagine Consulting, a Black, LGBTQ+, and Woman owned consulting firm, is honored to submit a proposal to assist in the search for the next Superintendent of Charlotte-Mecklenburg Schools. **Candice Durham, Imagine's CEO, is a Charlotte native and former CMS teacher**, giving her unique insights into the local community and challenges facing CMS.

The CMS Board of Education is seeking a new Superintendent to implement solutions for student success, engage families and the community, and address the challenges posed by the global pandemic. **The successful candidate must have a strong commitment to closing opportunity and achievement gaps** for students of color, multilingual learners, students with disabilities, and students of diverse socio-economic backgrounds.

As a team of lifelong educators, we are committed to finding a candidate who has demonstrated experience improving outcomes and closing these gaps for all students. Our approach will be inclusive and reflective of the diversity of the CMS student population. We will work tirelessly to attract strong candidates who have a solid foundation in instruction and the belief that learning happens best when students feel supported and have access to services that prioritize their physical and mental health.

Imagine will work closely with the Board to develop a comprehensive search plan that reflects the Board's Student Outcomes Focused Governance framework, ensuring that the selected candidate is fully aligned with the goals and objectives of CMS. **We will utilize our extensive network and resources to identify and engage a diverse pool of candidates, and provide in-depth background checks, reference checks, and candidate assessments.**

In conclusion, Imagine Consulting is well-equipped to assist the Board in the search for the next Superintendent of Charlotte-Mecklenburg Schools. **Our team's experience and commitment to equity, along with Candice's personal connection to CMS, will ensure a successful and seamless search process.** We look forward to the opportunity to serve CMS and contribute to the district's continued success.

Sincerely,



CANDICE DURHAM, FOUNDER & CEO

IMAGINE CONSULTING, LLC

Meet Our Team

Candice Durham (she/they), Founder & CEO

Candice holds over a decade of experience supporting nonprofits, public schools, and startup companies. Candice began her career as a digital marketing professional before teaching as a Teach For America corps member. She previously served as an executive talent and communications leader for charter management organizations. Candice excels in talent strategy, leadership development, equity and anti-racism, and communications. She holds undergraduate degrees in marketing communications and human resource management, and is currently pursuing her MBA. Candice is a member of Zeta Phi Beta Sorority, Incorporated, alum of the Education Pioneers Emerging Human Capital Leaders Initiative, and Board Trustee for IDEA Public Charter School in DC.

Dickey Comeaux (he/him), Partner

Dickey is a highly empathetic leader who's serious about people development. With over a decade of hands-on experience as a Teacher, Leader, School Developer, and Executive Coach he has been seasoned to the occasion. After supporting organizations in Louisiana and Georgia he moved to the District of Columbia to continue providing people with the much-needed supports to find success. An undeniable game-changer and self-proclaimed fun specialist, Dickey has worked with thousands of stakeholders at multiple levels all to prepare him fully to support organizations at any level. Dickey holds a Bachelors and Masters in Philosophy from Tulane University, as well as a graduate certification in Educational Leadership and Administration from Harvard University.

Emelyn Guevara (she/her), Senior Associate

Emelyn has 7+ years of experience in education through non-profit organizations and institutions. Her passion for equity is expressed through her work in project management, community building, and human resources. Emelyn believes in supporting the needs of others through her resources and networks with empathy and a growth mindset. She holds a Bachelor's degree in Sociology from Worcester State University and is an alum of the Latinos for Education Fellowship Program where she supported nonprofits with project management, curriculum development, facilitation, and social-emotional learning.

Erica Garcia (she/her), Senior Associate

With over 15 years of experience in education nonprofits, she brings a passion for connecting stellar candidates with their next career adventures while mitigating the biases that can occur in traditional hiring processes. Most recently, she was the Managing Director of Staff Knowledge and Learning at Teaching Trust where she led staff learning and development, manager development, and the implementation of DEI strategies. Previously, she was the Director of Personnel and Talent at Aurora Public Schools in Aurora, CO and the Senior Director of Talent and Human Resources at Strive Prep Schools in Denver, CO where she led recruitment, hiring, and human resources. Earlier in her career, she worked in schools as a teacher and an assistant principal. A first-generation college graduate, Erica earned a master's degree in public administration and a bachelor's degree in human resources and psychology.

Vivian Chan (she/her), Associate

Vivian is a seasoned nonprofit recruiter with experience sourcing in diverse environments including navigating the high-volume work of a fast-paced staffing company. She is a collaborative talent leader with an eye towards equitable and efficient hiring practices. Vivian graduated with a BBA in HR Management from CUNY Baruch. Ensuring a human centered approach through all candidate interactions and advocating for underrepresented groups throughout the hiring process are her top priorities.

Ambernique Lindsey, MBA (she/her), Associate

Amber joins the team with deep experience in business administration, marketing and communications, and operations for both private and nonprofit organizations. Amber has built her professional career around being affable, empathetic, innovative, and a constant learner. She earned her Bachelors in Business Administration from The University of Memphis and later went on to earn her Master of Business Administration in Project Management from Strayer University. A true Southern belle at heart, Amber prides herself on her loving spirit and eagerness to help and be hospitable in any way that she can to help a business run successfully and smoothly.

Kelli M. Carroll, MS Ed., CCSP (She/Her), Associate

"If you love what you do, you'll never work a day in life." This is the motto that Kelli (she/her), brings with her to Imagine Impact. With 8+ years' experience in the Career Development industry, Kelli is truly passionate about helping others map out their career journeys and find what doesn't feel like work. Her background and experience combined create a unique combination that allows her to source both the best candidate for the role and the best role for the candidate. Kelli holds an MS in Education from the University of Miami and a BA in Public Relations from Claflin University. She is also a Certified Career Services Provider. Kelli provides life-cycle support for our Executive Search team.

Monique Jackson, MBA (she/her), Consultant

Monique is a New Jersey native committed to the professional and personal advancement of Black and brown communities, engaging and building with them for over a decade. At WeWork, she lead the 'We of Color Employee Community Group', focusing on strategy and belonging programs across the company's diverse employee population amplifying all voices across the varied diasporas. Creating safe and honest spaces is at the forefront of her initiatives while also acknowledging members' accomplishments within their fields. She attended Rutgers University-New Brunswick Business School and obtained her MBA from the University of Florida - Hough Business School. She recently received a Diversity, Equity, and Inclusion certificate in the Workplace from the University of South Florida Muma College of Business.

Our Work

Recent Searches

Imagine has had the privilege of working with numerous nonprofit and education organizations including Washington Leadership Academy, IDEA Public Charter School, GO Project, Girls for Gender Equity, OneGoal, Peer Health Exchange, Nonprofit Finance Fund, Bottom Line, and FoodCorps/AmeriCorps. Recent searches include:

- Executive Director, Bottom Line
- Chief Operations Officer, StrongHearts Native Helpline
- Deputy Executive Officer, StrongHearts Native Helpline
- Chief of Staff, Peer Health Exchange
- Managing Director of Development, Bottom Line
- Chief Operating Officer, Reel Works
- Head of Credit & Risk Management, Nonprofit Finance Fund

References and Feedback

Relevant Work	References
We partnered with Nonprofit Finance Fund , leading the redesign of their talent acquisition strategy to create a positive and inclusive candidate experience, reduce hiring bias, and diversify candidate and leadership pipelines. Additionally, our recruitment team led the successful hiring of over 25, Manager-Senior leadership positions .	Jazmin Cameron, Manager of Talent Acquisition jcameron@nff.org
Imagine has supported Peer Health Exchange through our embedded recruitment service since February 2021. Our team consulted on the redesign of PHE's hiring process, developed communications for organizational restructuring, and successfully filled 35 roles with over 70% of new hires identifying as a person of color .	Robin Rich, Chief Operating Officer robin@peerhealthexchange.org Leslie Soderberg, Senior Manager of Talent ljordan@peerhealthexchange.org
Imagine recently closed four executive searches for Bottom Line including an Executive Director . By leveraging our "candidate first" and human-centered approach, we cultivated over 50 qualified candidates, six semi-finalists, and three finalists for each role, leading to successful hires. Chief Regional Officer, Shauwea Hamilton shared: <i>"Imagine has opened my eyes to new, more inclusive ways to hire talent. They will say hard things to get us to reflect on our practices and approach. We've hired them 3 times and will continue to recommend Imagine for search and talent consulting work within my network"</i> .	Shauwea Hamilton, Chief Regional Officer shamilton@bottomline.org Nakia Alston-Hendrickson, Managing Director nakia.hendrickson@bottomline.org

Our Approach

Timeline

Below is our proposed selection model for this role, spanning 10 weeks. **Our standard search process and timeline is outlined below.**

Timeline	Process
Weeks 1-2	Project discovery, materials creation, and profile calibration
Weeks 2-ongoing	Sourcing, outreach, candidate cultivation, and pool building
Weeks 4-5	Candidate screening and interview preparation
Weeks 6-8	Candidate management, interviews, and committee evaluation
Weeks 8-10	Finalist interviews, references, and evaluation

What Makes Imagine Unique

Unlike many search firms and recruitment agencies, we place candidates at the core of everything we do.

Recent data trends show that the number one reason (26%) that candidates turn down a job offer is a negative experience during the interview process and 10% of candidates decline due to a slow and disorganized hiring process. Beyond the data and before the numbers, there are people.

Imagine takes a human-centered approach to hiring and providing a positive, inclusive, and supportive candidate experience. We live out our antiracism commitments, provide feedback transparently to candidates, utilize technology to close accessibility gaps, pay candidates for work products, and provide regular updates from beginning to end.

What's unique about our candidate experience?

- We start by building an equitable and accessible process. This includes jargon-free job descriptions that include the salary, structured, competency-based interview guides, and easy-to-use applications.
- We lead with transparency always - no surprises! We share the full process upfront, answer all questions about the organization candidly, and provide feedback to each active candidate after each interview.
- Before interviews, all questions are shared with candidates along with the opportunity to schedule a prep call with our team before they meet with yours.
- To maximize our time with candidates, answering their questions and giving them a lay of the land, we utilize a one-way video interview platform. This also helps us eliminate hiring bias through a structured process.
- We value the use of candidate work exercises or performance tasks and also believe that people should be paid for their work always. For this reason, we provide compensation to all finalists completing a task.

DEI and Authenticity

Antiracism, DEI and belonging are woven into the fabric of Imagine and the work that we do. We only work with organizations with org-wide commitments to these core principles.

Historically, people of color, women, and those with disabilities face insurmountable oppression when engaging with employers and recruiters. It is our belief that talent knows no bounds and is not dependent on any single story. Our deep experience with talent management, human resources, and DEIB allows our team to provide greater access to opportunities for folks coming from these marginalized backgrounds and communities.

Our search processes incorporates several ways in which we work to disrupt these cycles of systemic racism and oppression in hiring including actively building diverse candidate pools, developing equitable hiring processes and tools, incorporating accessibility tools and features throughout the hiring process, and engaging with clients and candidates in the most authentic way possible.

To-date, 100% of our placements have self-identified as coming from an historically oppressed background (i.e. person of color, LGBTQIA+, women, etc.) and over 85% of candidates hired through Imagine self-identify as a person of color.

Commitments

It is important that we provide you with the level of access and support that you need to take your work to the next level while also providing a positive and equitable candidate experience for those we engage with on your behalf. For this reason, we make certain commitments for our time and yours throughout this engagement.

IMAGINE RESPONSIBILITIES

- We will hold up to one hour weekly for a formal project check-in with the CMS point of contact. We will not schedule anything immediately afterwards to allow for longer meeting times as needed.
- Our team will stay in touch in-between for lighter-touch support and questions, being accessible by phone, email and Slack during regular business hours.
- We will utilize our internal recruitment systems as needed (LinkedIn Recruiter Pro, Lever, and Hireflix) to source high-quality candidates.
- Please note that we do not provide background or credit checks for candidates.
- Imagine has a track record of successfully managing our clients' searches remotely. As such, this proposal and associated fees do not include on-site support. However, should CMS desire on-site support, Imagine is happy to provide such services at no additional cost.

CMS' RESPONSIBILITIES

- Hold up to one-hour weekly for a formal project check-in with our project lead.
- Grant Imagine access to all necessary internal systems and documents necessary to move the engagement forward.
- Discuss any and all internal shifts or decisions that may impact the scope of service.
- Commit to driving the project forward throughout the agreed upon timeline, working diligently on the scope of work each month in collaboration with Imagine.

Scope of Services

Imagine Consulting is prepared to begin a search process for the Superintendent position for Charlotte-Mecklenburg Board of Education as soon as February 13, 2023. The search is slated to conclude no later than April 21, 2023. Our team will manage the candidate and committee experience from launch to final interviews. **Our approach is generally virtual but highly engaged and consultative.** This high-touch process allows us to build trust, effectively collaborate, and thought partner as we navigate this pivotal organizational moment. Our process includes the following:

Discovery & Kickoff

Our team will lead focused discovery calls, the first of which with the search committee and any necessary subsequent 1:1 conversations with other stakeholders. Our goal is to learn more about the role, your organization, and hopes for the search process.

We will then dig into your expectations for the new leader - how success will be defined, the core competencies needed, and experiences desired. The search committee will also submit materials to support the development of a clear candidate profile. Upon completion of all discovery conversations, our findings and draft candidate profile will be shared with the search committee to ensure alignment before moving forward with additional deliverables.

Deliverables

- Stakeholder engagement plan
- Defined selection process and timeline
- Candidate profile and job description
- Recruitment and outreach strategy

Designing the Selection Process

In partnership with CMS' search committee, Imagine will develop a selection process aligned to your organization and the details discussed during the discovery phase. The selection process will be rigorous and equity-centered, incorporating stakeholder voices, and candidate needs. We will create a process map outlining each step, the stakeholders involved, and how we expect competencies to be demonstrated throughout the process.

Deliverables

- Role competencies and rubrics
- Selection materials including interview guides and candidate task
- Candidate communication and outreach templates
- Candidate and diversity data tracker

Building the Candidate Pool

At this stage, we'll begin connecting the dots from our discovery and kickoff, candidate profile, and our internal expertise in recruitment and sourcing. In order to cast the wide, national net needed to fill this key role, we'll broadly post the position, tap our existing networks, advertise the role across social media and professional platforms, and directly source and cultivate candidates. Our searches typically yield a quality pool of ~50 candidates and we guarantee at least two finalists.

Deliverables

- Initial group of prospects for alignment and calibration with the search committee
- Candidate sourcing and cultivation calls
- Strategic job board postings
- Social media posting and engagement

Candidate Selection

The hiring process will begin with candidate screening including resume/application review, cultivation calls, and video screens conducted by our seasoned executive search team. At this time, internal candidates should also submit their applications to start the process.

We will evaluate candidates using our competency-based scorecards. The most qualified candidates will be advanced in the process and will meet with your team according to the selection process map. Imagine will provide a written summary of our assessment via a candidate packet for each candidate moving forward. We aim to provide six semi-finalists and 2-3 finalists for every search.

Deliverables

- Candidate management and communication
- Interview scheduling and logistics management
- Interview prep and debriefing with candidates
- Interview debriefing with stakeholders
- Interview facilitation and note taking
- Finalist reference and background checks

Closing the Search

At this stage we will support Charlotte-Mecklenburg Board of Education as you navigate the offer process. We're able to provide compensation and benefits data and guide you through the process of creating and delivering an offer to your chosen candidate. Simultaneously, we will be in close contact with the finalist as we work to seal the deal!

Deliverables

- Offer negotiation support
- Project debrief
- Formal announcements

Meet Your Project Team



Candice
Project Lead



Emelyn
Candidate Advocate



Dickey
Candidate Advocate

Candice Durham, Client Advocate

Our Client Advocates serve as the main point of contact for our clients throughout the search process. They are in place to provide your hiring manager and team with the tools, resources, and thought partnership needed to navigate this pivotal moment for your organization. Core responsibilities include:

- Overseeing the entire search process, managing the project operationally, and monitoring progress
- Leading discovery and kickoff, including the review of current materials and developing your unique search process to ensure a high-quality and diverse pool of candidates
- Leading client engagement, weekly check-ins, and the project debrief
- Creating weekly reports on search progress for review with the hiring manager (e.g. number of candidates across each stage, highlighted candidates, and DEI data)
- Reviewing candidate profiles and screening notes to make recommendations to CMS
- Advising the CMS team throughout the selection and hiring process, up to and including offer negotiation

Emelyn Guevara & Dickey Comeaux, Candidate Advocates

Our Candidate Advocates serve as the main point of contact for candidates and prospects. They will be the bridge between Imagine and Charlotte-Mecklenburg Board of Education, connecting the right candidates with the role, providing a best-in-class, human-centered candidate experience, and supporting them every step of the way. Core responsibilities include:

- Leads the development of sourcing and recruitment strategy, prospect outreach, and candidate cultivation
- Leads job postings and national outreach (LinkedIn, listservs, etc.)
- Manages candidate communication and questions via applicant tracking system
- Conducts review of video screening interviews and coordinates hiring team interviews

Project Budget

Imagine charges a base fee plus percentage of first-year compensation (defined as salary, maximum-eligible bonus, and maximum-anticipated commission). The current anticipated compensation is \$265,000 and the estimated total fee for the Superintendent search is \$69,750.00. Below is a detailed billing schedule based on this estimate. The schedule may be revised to align with Charlotte-Mecklenburg Board of Education's internal structures and/or changes to the scope of services.

This proposed cost will be honored for up to 90 days from February 02, 2023.

Description	Price	Qty	Subtotal
Base Fee - Executive Search			\$30,000
Total Comp Fee (15%)	\$265,000	.15	\$39,750
TOTAL			\$69,750

Invoice Amount	Timeline
\$30,000.00	Due at contract signing (base fee)
\$39,750.00	Invoiced at project closing

Terms

- The term will begin no earlier than February 13, 2023 and will conclude, notwithstanding company closures, on April 21, 2023, unless otherwise decided.
- A portion of the base fee is earmarked for job postings, marketing, ads, background checks, and candidate honorariums (for completing performance tasks or hiring exercises). Any travel, accommodation, or other costs related to having applicants meet in person must be reimbursed by CMS. We do not anticipate any additional expenses.
- Deposit must be initiated via electronic payment or bill paying system before project kickoff can begin. All other payments are due within 30 days from receipt of the invoice.
- Our search engagements are designed to conclude within 2-6 months of posting. As a result, Imagine will consistently monitor results and progress of the search and work with Charlotte-Mecklenburg Board of Education to conclude the search within the proposed timeline. Any search that extends beyond the contracted timeline will begin to incur extended service fees at a rate of \$200 per hour to cover the costs associated with ongoing engagement.
- The first two payments are nonrefundable and not contingent upon candidate placement. Should a hire not be made for any reason, Charlotte-Mecklenburg Board of Education will not be liable for paying the final invoice.

Client Agreement & Contract

This Executive Search Agreement, hereinafter referred to as "Agreement", is entered into and made effective as of February 02, 2023 (the "Effective Date") by and between the following parties:

Charlotte-Mecklenburg Board of Education ("Client"), located at 600 East Fourth Street, 5th Floor, Charlotte, North Carolina 28202 and Imagine Consulting, LLC ("Firm") located at 2724 12th Street NE, Unit 10, Washington, District of Columbia 20018.

Article 1 | Service Term

1.1 Services

By signing this Agreement, Client has retained Imagine to proceed with consulting services for the "Service Term" of February 13, 2023 to April 21, 2023, and agrees to the terms and conditions as set forth in this Agreement. The Client-Firm relationship may be extended by mutual agreement and contract renewal. Agency agrees to undertake and complete the services in accordance with and on the schedule specified in Scope of Services. As the only consideration due Firm regarding the subject matter of this Agreement, Client will pay Firm in accordance with Article 2.

1.2 Time and Availability

During the service term, Firm agrees to devote necessary time, capacity, and resources on assignments to be determined by Firm and Client. Outside of predetermined meetings and necessary collaborative working time, the Firm shall have discretion in selecting the dates and times it performs such work throughout the term giving due regard to the needs of the Client's operations. Services outside of the scope as outlined in Appendix A will be made available by Firm if needed at a separate rate.

1.3 Mutual Cooperation

Firm agree to use best efforts to fulfill and exceed expectations for all deliverables. Client agrees to aid Firm in doing so by making available to Firm needed information pertaining to Client's business and to cooperate with Firm in expediting the work.

Article 2 | Service Fees

2.1 Client Agreement to Pay

The total cost for this project: \$69,750.00. Imagine Consulting will invoice Charlotte-Mecklenburg Board of Education for the base fee at the point of contract signing which will serve as a deposit to retain our services and is nonrefundable. Final search fees will be invoiced at the start of interviews and upon offer as detailed in the budget. Aforementioned fees are not subject to reduction unless in alignment with Article 6.

Deposit payment must be initiated before the project can begin. Future invoices will be due within 30 days of receipt. Payments are accepted via ACH transfer, QuickBooks Payments, and credit card authorization. Imagine Consulting reserves the right to increase rates upon contract renewal.

Client will be obligated to pay a placement fee should they hire candidates for any position outside of the scope of services, recruited by and presented or referred by Firm within 12 calendar months of contract signing. For the purpose of the above, the word "referred" means any manner or means of communicating the candidate's identity. The placement fee will be the equivalent of 18.5% of the total first-year compensation, defined as salary, maximum-eligible bonus, and maximum-anticipated commission. Fees assessed are due within 30 days.

2.2 Late Payments and Collections

In the event payment is not made within 30 days, Imagine Consulting will charge a late payment fee of 1.5% per month on any overdue and unpaid balance not in dispute, to cover the manpower, interest, and other costs Imagine Consulting pays for carrying overdue invoices from Charlotte-Mecklenburg Board of Education In addition, Imagine Consulting reserves the right to cease work until payment is received. In the event that we incur legal fees, costs and disbursements in an effort to collect our invoices, in addition to interest on the unpaid balance, you agree to reimburse us for these expenses.

2.3 Taxes

Firm shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Firm's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by the Client on behalf of Firm or their employees. Firm understands that they are responsible to pay, according to law, Firm's taxes and Firm shall, when requested by the Client, properly document to the Client that any and all necessary taxes have been paid.

Article 3 | Search, Recruitment & Placement

3.1 Liability

All candidate referrals made by Firm are made on a confidential basis and Client shall hold Firm harmless from any liability resulting from Client's unauthorized disclosure or misuse of information regarding any candidates or their candidacy.

3.2 Disclaimer

Firm does not guarantee the performance of any candidate or the accuracy of information provided regarding a candidate, and disclaims any responsibility for claim, loss, or liability as a result of a candidate's acts or omissions. Firm urges Client to conduct such investigations, as it deems necessary to verify candidate information or to obtain such other information, as it may deem relevant.

3.3 Guarantee

In the event the candidate resigns their position in less than six months and provided that all fees and expenses relating to such placement have been paid, Firm will make all reasonable attempts to refer a replacement candidate for the same position at no additional charge to Client. Firm's obligation under this agreement is limited to attempting to find a replacement candidate. No refund will be made if Client hires a replacement from any source, or if Client is no longer actively seeking to fill the position. This provision shall not apply if the candidate is laid off for lack of work, or resigns because Client has significantly modified the candidate's job duties or assigned the candidate to another position.

3.4 Records Retention

All records of the search process including, without limitation, copies of all materials received from applicants, interview notes, and references will be provided to Client at the end of the Service Term and must be kept on file for a period of at least three (3) years from receipt. Firm will retain a copy of all records for a period of one (1) year. Client agrees to hold Firm harmless from liability resulting from the intentional or accidental deletion, destruction, or misplacement of records.

Article 4 | Rights and Data

4.1 Mutual Confidentiality Obligation

Each Party agrees to treat the Confidential Information of or obtained from the other Party as strictly confidential and not to disclose it to any Third Party for any purpose whatsoever without obtaining the prior written consent of the other Party. Each Party may disclose all or any part of the Confidential Information of or obtained from the other Party to its Affiliates, provided, however, that such Party ensures that such Affiliates comply with the provisions of this Article 3, this requirement of non-use, confidentiality and non-disclosure shall not apply, however, to Confidential Information which:

- the Receiving Party already knew without any confidentiality obligation being in place, the prior knowledge of which it can document by prior written records;
- is or becomes public knowledge other than through the Receiving Party's breach of its confidentiality obligations herein;
- the Receiving Party independently develops, discovers or arrives at without use of or reference to the Confidential Information of or obtained from the Disclosing Party; or
- is obtained by the Receiving Party from a Third Party who is lawfully in possession of such information and is not subject to an obligation of confidentiality or non-use owed to the Disclosing Party.

Any combination of Confidential Information shall not be considered in the public domain or in the possession of the Receiving Party merely because individual elements of such Confidential Information are in the public domain or in the possession of the Receiving Party unless the combination and its principles are in the public domain or in the possession of the Receiving Party.

4.2 Intellectual Property

All work products shall be considered Background Intellectual Property (IP). Background IP shall mean intellectual property, proprietary information, or confidential know-how relevant to the scope of work which is in possession of a party prior to the commencement of the project or generated commencement of the project but independent of the project. Such IP remains property of the Firm, including, but not limited to ideas, inventions, improvements, discoveries, systems design, software coding, charts, drawings, specifications, notebooks, draft or final reports, findings, recommendations, and memoranda.

Firm shall promptly return or destroy all Client documents, tangible items, and Client IP provided to Firm by the Client, including, without limitation, all confidential information, together with all copies and abstracts thereof. Firm will be entitled to use Client's name and/or likeness for use in advertising and other materials.

4.3 Non-Solicitation

Firm covenants and agrees that during the term of the Agreement and for a period of no less than 12 months thereafter, Firm will not, directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising, or any other basis, other than on behalf of the Client any employee or independent Firm employed by the Client.

Article 5 | Code of Conduct

5.1 Anti-Harassment Policy

Imagine is dedicated to providing a harassment-free experience for all involved parties. We do not tolerate harassment of clients, employees, subcontractors, vendors, or candidates in any form. This code of conduct applies to all Imagine spaces including email, social media, and meeting spaces both online and in-person. Anyone who violates this code of conduct may be sanctioned or expelled from these spaces, including termination of this contract at the discretion of the leadership team.

Harassment includes:

- Offensive comments related to gender, gender expression, sexual orientation, disability, mental illness, neuro(a)typicality, physical appearance, body size, age, ethnicity, race, nationality, or religion.
- Unwelcome comments regarding a person's needs, choices, and practices, including those related to food, health, parenting, medications and treatments, as well as employment.
- Deliberate misgendering, the use of rejected names, and deliberate "outing" of any aspect of a person's identity without consent.
- Threats of violence or incitement of violence toward any individual, including encouraging a person to commit suicide or engage in self-harm.
- Sustained disruption of discussion.
- Unwelcome sexual attention.
- Publication of non-harassing, private communication without consent.
- Microaggressions and 'reverse'-isms, including 'reverse racism', 'reverse sexism', and 'cisphobia'.
- Deliberate intimidation or retaliation against individuals calling out racist, sexist, cissexist, homophobic, xenophobic, or otherwise oppressive behavior or assumptions.

5.2 Reporting

If you have been or are being harassed by a member of Imagine, or anyone else associated with Imagine including a candidate presented by our team, notice someone else being harassed, or have other concerns, please contact our team at info@imagineimpactllc.com. A member of our leadership team will review your concern and follow up within 48 business hours.

Should our leadership team receive a complaint from an internal team member or candidate in regards to harassment by CMS, we will connect with both the project's main point of contact and the person accused of the behavior to discuss.

5.3 Consequences

Those asked to stop any harassing behavior are expected to comply immediately. Refusal to do so will result in the Imagine leadership team taking any action it deems appropriate, up to and including termination of the contract for cause.

Article 6 | Term and Termination

6.1 Cancellation of Plans

Client has the right to modify, reject, cancel or stop any and all plans or work in process. However, Client agrees to reimburse Firm for all costs and expenses incurred prior to your change in instructions, and which relate to non-cancelable commitments, and to defend, indemnify and hold Firm harmless for any liability relating to such action. Firm agree to use our best efforts to minimize such costs and expenses.

6.2 Period of Agreement and Notice of Termination

This Agreement shall become effective as of Not yet accepted and shall conclude April 21, 2023.

Effective at any point following the first thirty (30) days of this Agreement, Client shall have the right to terminate this Agreement with thirty (30) days prior written notice to Imagine Consulting provided, however, that in such event Client agrees to pay Imagine Consulting for the cost of labor, time, and expenses incurred by Imagine Consulting in performance of this Agreement through the date of termination to the extent that such expenses are in excess of the previous payments made by Client. Client shall pay Imagine Consulting all amounts due within thirty (30) days of the invoice date.

Client shall have the right to terminate this Agreement immediately and at any point with reasonable cause as defined by a material violation of this Agreement or any act exposing Charlotte-Mecklenburg Board of Education to liability.

In the event of termination pursuant to this Section 6.2, Client will not be entitled to a refund of any amounts paid to Imagine Consulting under this Agreement.

6.3 Survival

Any claim or cause of action that accrues to either party under this Agreement shall survive the termination of this Agreement.

Article 7 | General Provisions

7.1 Representations and Warranties

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

7.2 Entire Agreement

This Agreement shall be governed and construed in accordance with the laws of the District of Columbia.

NEXT STEPS

1. Please read the contract on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.
4. Sign in the box that pops up to make the acceptance official.
5. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.
6. We'll email you a separate copy of the signed contract for your records.



SIGNATURE
Imagine Consulting

Candice Durham

Founder & Managing Partner, Imagine Consulting



SIGNATURE
Andre Mayes

Andre Mayes

General Counsel, Charlotte-Mecklenburg Board of Education

