Cooperative Board Leadership Development ("CBLD")

A Program of Columinate (www.Columinate.coop)

CBLD Participation Agreement with

_____ ("the Participating Organization")

Please check one option below to select your CBLD Program Plan as described in the attached CBLD 2020 Program Description.

The Participating Organization is:

_____Enrolling for CBLD (Early Enrollment before 10/15/19)

_____Enrolling in CBLD

_____Enrolling in CBLD Complete and electing "unlimited consulting hours"

_____Enrolling in CBLD Complete and electing a second in-person day long retreat

_____Under $3.5 million in annual gross revenue and is enrolling in CBLD Basic

CBLD team of Columinate consultants agree to provide services as follows:

1. The CBLD program leader will match the Participating Organization with a primary CBLD consultant based on consideration of the needs and characteristics of the Participating Organization and Columinate consultant availability, skills and attributes.

2. Ongoing, regular telephone/virtual consulting time with the primary CBLD consultant as provided in the CBLD 2020 program description for use by board leaders, General Manager, Executive Director, committee chairs or others designated by the board. The primary CBLD consultant may also arrange for CBLD consulting time to be used with other Columinate consultants.

3. Assistance and support with planning and facilitation of a day retreat or other in-person event designed in collaboration with board leaders and Executive Director or GM to meet the needs of the board and the organization.

4. Unlimited participation in the annual Virtual Half Day CBL101 Introductory Workshop for Newly Elected Directors, General Managers and others interested in developing governance skills and tools.

5. Resources and Connections for your governance work. Please review the program and plan description carefully to determine what resources are included in your program plan, specifically:

a. Access to governance tools in the Columinate Library including CBLD Field Guides, Templates, and other helpful tools designed to help you streamline your board's work and move your organization forward.

b. As specified in the CBLD program description for the selected program plan, enrollment in our in-person CBL 101 Workshops;

c. As specified in the CBLD program description for the selected program plan, participation in our scheduled webinars.

d. Participation in focused conversations about issues that matter to your community at Co-op Cafe events for a modest additional fee. Resources to help you host your own community Cafe event. Co-op Cafe's are sponsored by National Co+op Grocers (NCG), with additional support from National Cooperative Bank(NCB).

6. Quarterly program utilization reports will be provided by your consultant. We ask that you review these reports and let us know if there are any issues or concerns with them.

Commitment from Participating Organization: We understand and accept the commitments required to participate in CBLD. We will make every effort to:

1. Establish and maintain regular contact with our primary CBLD consultant and include our consultant as a member of our team in your board communication stream.

2. Assist our primary CBLD consultant in understanding our organization by providing appropriate background documents, board packets, and other materials.

3. Ensure that all board members understand and have reasonable access to the resources and services provided by the primary CBLD consultant.

4. Ensure that all board members benefit from and have the opportunity to participate in CBLD activities.

5. Share the responsibility for creating a strong relationship between consultant and client by providing feedback as appropriate to the CBLD consultant and team leader in order for Columinate to have every opportunity to ensure satisfaction of the consultant/client match and of the overall program.

Payment: The Participating Organization agrees to pay:

1. The program fee for your program plan, invoiced in four separate equal installments in March, June, September, and December, or as arranged with CBLD program coordinator or Columinate Manager.

2. Reimbursement of reasonable expenses incurred by the primary CBLD consultant, including transportation, lodging, meals, copies, telephone and other costs directly related to your retreat or other in-person meetings.

3. A modest per-person registration fee for attending Cooperative Cafe events.

4. Travel or related cost for directors to attend CBLD events.

Confidentiality and Information Sharing: Your primary CBLD consultant will hold your information confidential to the same extent that your board members are expected to within your organization. Within Columinate, consultants have a strong culture of support for one another and for client organizations, and find that clients are best served when we share information among ourselves as necessary and appropriate to provide the best advice possible. We take seriously our responsibility to hold your information confidential within our cooperative and, for NCG member consumer food cooperatives, with our trusted partners, National Co+op Grocers (NCG) and NCG Development Co+operative (NCG DC). Please note that unless otherwise instructed, we will share relevant client information with other Columinate consultants and, if applicable, NCG or NCG DC staff who are also supporting your organization. If you have any questions or want to further limit how we share any specific information, please let us know.

Good Faith Advice: All information provided and recommendations made will be provided in good faith based upon the experience and judgment of the consultant. The Participating Organization remains responsible for the accuracy of all information provided to Columinate all decisions made and all actions or inactions that result from advice and recommendations provided by Columinate. Columinate is the exclusive agent of its members, the consultants who serve your cooperative. All of Columinate's actions and business are specifically and solely undertaken on behalf of its Member Consultants who in each case are the principal party with whom the client contracts for services.

Signature for the Participating Organization

_____

Print Name

_____

Title

_____

Date

Thane Joyal

for Columinate and Primary CBLD Consultant
by CBLD Program Leader Thane Joyal, September 3, 2019