CDS Consulting Co-op

SOLUTIONS FOR COOPERATIVES

www.cdsconsulting.coop

Please review and return this agreement signed either by your General Manager, Board President, or other authorized individual to Thane Joyal, cbld_enrollment@cdsconsulting.coop. If we receive an email confirmation of your co-op's participation, we will assume you have read and are in agreement with this participation agreement.

Cooperative Board Leadership Development ("CBLD")
A Program of CDS Consulting Co-op ("CDS CC") www.cdsconsulting.coop
CBLD Participation Agreement with

_____("the Participating Co-op")

The CBLD team of CDS Consulting Co-op ("CDS CC") consultants agree to provide services as follows:

1. The CBLD program leader will match the Participating Co-op with a primary CBLD consultant based on consideration of the needs and characteristics of the Participating Co-op and CDS CC consultant availability, skills and attributes.
2. Ongoing, regular telephone/virtual consulting time with the primary CBLD consultant (15 hours are included, additional time available for purchase) for use by board leaders, General Manager, committee chairs or others designated by the board. The primary CBLD consultant may also arrange for CBLD consulting time to be used with other CDS CC consultants.
3. Assistance and support with planning and facilitation of a one-day retreat or other in-person event designed in collaboration with board leaders and GM to meet the needs of the board and the cooperative.
4. Resources and Connections for the Co-op Community, including:
    a. Access to governance tools in the CDS CC Library including CBLD Field Guides, Templates, and other helpful tools designed to help you streamline your board's work and move your co-op forward.
    b. Unlimited enrollment in our in-person CBL 101 Workshops included in the program fee at selected locations. (additional events and locations available for purchase, see below)
    c. Unlimited participation in advanced leadership training opportunities via online and in-person events and communication, as available. See brochure for details and schedule.
    d. Participation in focused conversations about issues that matter 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).
5. 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.

CBLD
cooperative board leadership development

Commitment from Participating Co-op: 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 our board communication stream.
2. Assist our primary CBLD consultant in understanding our cooperative 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 with us 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 us to have every opportunity to ensure satisfaction of the consultant/client match and of the overall program.

Payment: The Participating Co-op agrees to pay:

1. The annual CBLD fee, $6,890, invoiced quarterly in amounts of $1722. 50 in March, June, September, and December, or as arranged with CBLD program leader or CDS CC 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 co-op information confidential to the same extent that your board members are expected to within your cooperative. Within CDS CC, consultants have a strong culture of support for one another and for client co-ops, 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 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 CDC CC consultants and NCG or NCG DC staff who are also supporting your co-op. 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 Co-op remains responsible for the accuracy of all information provided to CDS Consulting Co-op, all decisions made and all actions or inactions that result from advice and recommendations provided by CDS CC. CDS Consulting Co-op is the exclusive agent of its members, the consultants who serve your cooperative. All of CDS CC'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 Co-op_____Date _____

print name _____

Signature for CDS Consulting Co-op and Primary CBLD Consultant
by CBLD Program Leader Thane Joyal, September 27, 2017

Shane Joyal