



CONSULTING AGREEMENT No3
Rhode Island Communications Support Project

AGREEMENT between SKDKnickerbocker LLC, a Delaware limited liability company ("SKDK") and Chiefs for Change ("Client").

W I T N E S E T H:

WHEREAS, Client desires to avail itself of the expertise and consulting services of SKDK and SKDK desires to make his/her expertise and consulting services available to Client upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the agreements herein contained, the parties agree as follows:

1. CONSULTING SERVICES. SKDK hereby agrees to perform the following media relations consulting services during the term of this Agreement:

- (a) Strategic communications consulting services associated with to be performed by SKDK are described in the SKDK SOW attached hereto and labeled as Exhibit A

The above stated services shall be referred to herein as the "Services."

2. TERM OF AGREEMENT. The term of this Agreement shall begin on January 5, 2021 and shall end on June 7, 2021. Termination may occur at any time, at the discretion of either Client or SKDK, upon thirty (30) days written notice to the other.

3. COMPENSATION. SKDK shall receive a consulting fee of fifteen thousand dollars (\$15,000.00) per month in exchange for SKDK's provision of the Services to Client as outlined in Section 1 above. Payment shall be due to SKDK from Client upon Client's receipt of an applicable invoice.

4. EXPENSES. Client shall be responsible for the repayment of SKDK's expenses directly attributable to SKDK's Services to be provided hereunder. SKDK

shall obtain prior written approval (email is acceptable) from Client prior to incurring any expenses for out-of-town travel. All other expenses over \$500.00 shall also have prior approval. Client shall reimburse SKDK for such expenses within thirty (30) days of SKDK providing to Client a receipt for the expenses incurred along with a description of the incurred expense and any other information reasonably requested by Client regarding such expenses.

5. CONFIDENTIALITY.

(a) The SKDK acknowledges that all information acquired by the SKDK relating directly or indirectly to the present or contemplated business and affairs of the Client and its sponsors, donors, beneficiaries, and/or clients as well as such all other non-public information of the Client ("Confidential Information"), is a valuable, special, and unique asset of the Client and its members/stakeholders and is to be held in trust by the SKDK for the Client's and its stakeholders sole benefit. The SKDK shall not, at any time during or after the term of this Agreement, use for it/him/herself or others, or disclose or communicate to any person for any reason, any Confidential Information without the prior written consent of the Client. The SKDK shall return or destroy (as directed by the Chief Executive Officer or authorized agent) all Confidential Information made available under this Agreement, including copies of such Confidential Information, upon the first to occur of (a) completion of the Services or (b) request by the Client.

(b) Without limiting subsection (a) in any way, SKDK expressly agrees that it will not disclose to any third-party financials, protected data and metrics of the Client. SKDK acknowledges that this provision is a material term of this Agreement.

(c) SKDK warrants that it has in place measures and procedures to ensure the security of Client's Confidential Information and to prevent its disclosure in violation of the terms of this Agreement.

(d) Should the SKDK receive a subpoena directing disclosure of any Confidential Information, the SKDK shall immediately inform the Client and cooperate fully with the Client in responding to the subpoena.

(e) All originals, copies and summaries of manuals, memoranda, notes, notebooks, records, reports, plans, drawings, and other documents or items of any kind concerning any matters affecting or relating to the present or contemplated business and affairs of the Client and its beneficiaries/clients, whether or not they contain Confidential Information, are and shall continue to be the property of the Client and its beneficiaries/clients, and all of such documents or items in the actual or

potential possession or control of the SKDK shall be delivered to the Client by the SKDK immediately upon termination of this Agreement.

6. INDEPENDENT CONTRACTOR. SKDK shall perform consulting services pursuant to this Agreement as an independent contractor with respect to Client, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between Client and SKDK. As an independent contractor, SKDK is responsible for payment of all applicable obligations to state and/or federal governmental agencies, including, but not limited to, income tax, unemployment tax, business registration fees, etc. Client and SKDK agree that SKDK may provide independent consulting services to other individuals or entities.

7. INDEMNIFICATION.

(a) Should one party (the “Indemnified Party”) incur or suffer any liability, damage, or expense, including reasonable attorney’s fees, regarding the defense of a legal proceeding brought by a third party arising out of the negligence or breach of this Agreement by the other party (the “Indemnifying Party”), then the Indemnifying Party shall indemnify and hold harmless the Indemnified Party for such liability, damage, or expense.

(b) The obligations set forth in this Section 7 shall survive indefinitely the termination of this Agreement.

8. ASSIGNMENT. Neither this Agreement nor any right or obligation arising hereunder may be assigned or delegated in whole or in part by either Party, whether expressly or by operation of law, without the prior written consent of the other Party. Any assignment or delegation of this Agreement and/or its rights, benefits and obligations that is attempted without any consent required hereunder shall be of no force or effect and shall constitute a material breach of this Agreement. This Agreement will be binding on and inure to the benefit of the successors and permitted assigns of the Parties.

9. GOVERNING LAW; CAPTIONS. This Agreement contains the entire agreement between the parties and shall be governed by the law of the District of Columbia. It may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.

10. ARBITRATION. Any dispute arising out of this Agreement shall be submitted to binding arbitration administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitration shall take place in Washington DC, before one arbitrator. The arbitrator shall award to the prevailing party the costs of the arbitration, including compensation for the arbitrator and attorneys' fees, to the prevailing party. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any court having jurisdiction.

11. CONTACT PERSONS.

(a) Client designates Julia Rafal-Baer ("Client Contact") as SKDK's primary contact. SKDK shall direct all reports, notices, invoices, inquiries and other communications to Julia Rafal-Baer at:

Email:

[REDACTED] (invoice only)

Phone:

[REDACTED]

(b) SKDK designates Devon Puglia ("SKDK Contact") as Client's primary contact. Client shall direct all notices, inquiries, and other communications to Devon Puglia at:

Email:

[REDACTED]

12. INSURANCE. SKDK warrants that it shall maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, SKDK warrants that such insurance shall include the following lines of coverage (with minimum limits of \$1,000,000 per occurrence): Commercial Liability, Workers' Compensation (statutory limits), Advertisers Liability, and Employer's Liability.

WHEREAS, SKDK and Client agree by their duly authorized representative as of the day and year below.

SKDKNICKERBOCKER LLC

CHIEFS FOR CHANGE

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature page to consulting agreement

EXHIBIT A

MEMORANDUM

To: Julia Rafal-Baer and Michael Magee Jr.

From: Devon Puglia and Alex Bloom, SKDKnickerbocker

Date: January 14, 2021

Re: Rhode Island Communications Support

OVERVIEW

With the selection of Rhode Island Governor Gina Raimondo as the next Commerce Secretary, the state will be entering a transition as Lieutenant Governor Dan McKee is elevated to lead. But unlike many states across the country, Rhode Island's top two leaders do not pursue elective office as a ticket, and McKee has not been Raimondo's governing partner. The fact is that the next steps are critical to the future of education policy in the state, to protecting the education progress that's already been made, and ensuring the expansion of high-quality charter schools in the state.

At a time when Rhode Island is battling a historic pandemic that has threatened public health and crippled the economy, McKee is stepping into the executive office with limited familiarity with the state's commissioners, programs, and processes developed by Raimondo's leadership team. There are also many questions swirling around education policy, the vaccine, and whether schools should be open. Put simply, Rhode Islanders as well as its children can't afford for McKee to start slow. A turbulent initial period could put the education ecosystem in jeopardy, and it's critical that he hit the ground running.

McKee's best defense will be a good offense – starting his tenure with a strong message and a visible presence across Rhode Island to ensure children, schools, residents, families, and businesses connect with him and have confidence in his leadership. Public charter schools, sound education policies, and children themselves who rely on new school options are depending on his success. The future of the education ecosystem and McKee are directly linked.

SKDK's political track record – working with Presidential candidates, Governors, elected officials, and chief executives to strengthen their profile – is second to none. We are also intimately familiar with the governing challenges presented by COVID-19, working with some of nation's largest and highest-profile hospitals to help them communicate during the pandemic. We also know education policy like no other public affairs firm in the nation.

At this moment, during this unique time of transition, the education ecosystem in Rhode Island needs someone thinking about its future and about what its future holds in a McKee administration. We are prepared to play that role.

OUR STRATEGIC OBJECTIVE

To help support the education ecosystem with political guidance, develop communications to help provide aircover and public support for the incoming governor, and help cultivate a media and political environment that is conducive to continued educational progress.

DELIVERABLES

The following outlines how the project could be broken down in terms of deliverables.

Three Months

Through a three-month project, we would focus on an intensive short-term sprint. That includes:

- Being a strategic communications adviser to the education ecosystem on politics, planning, messaging, and tactics as this transition period happens
- Supporting communications for the ecosystem around the vaccine, educators and schools
- Monitoring for changes in education policy
- Conducting comprehensive news and social media monitoring on the McKee Transition Team and education news

Six Months

We would view a six-month project as a combination of our intensive short-term sprint in the initial three months with longer-term surrogate development in the latter period of the project. A six-month project would include all of the above, but would focus more

on providing air-cover and working with educational partners to communicate in support of the administration. That would include:

- Drafting surrogate talking points, op-eds, and other communications in support of the McKee team and of the ecosystem
- Working with and helping activate educational partners, public charter school network leaders, and partners in the ecosystem to proactively communicate in support of the incoming governor
- Develop a six month communications plan for the ecosystem in support of the transition and the new governor

BUDGET

To execute this scope, SKDK would charge a retainer based on the schedule of our engagement. For a six-month engagement SKDK would charge \$15,000 per month for transition support, communications support for the ecosystem, and long-term political advice.

THANK YOU

For any follow-up questions, please contact:

- Alex Bloom | [REDACTED]
- Devon Puglia | [REDACTED]