

COMMUNITY ENGAGEMENT SERVICES AGREEMENT

This Community Engagement Services Agreement (“Agreement”) is entered into and effective as of October 11, 2011, and is by and between **THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION** (“Board”) and **CAROLINA PUBLIC RELATIONS/MARKETING, INCORPORATED** (“Carolina PR”).

The Board is seeking to retain the services of an experienced and reputable organization to assist it with certain aspects of community engagement pursuant to its search for a new superintendent. Carolina PR has the requisite qualifications and experience to assist the Board and is willing to provide such assistance. Accordingly, the parties desire to reduce their agreement to engage in writing.

Therefore, the parties agree as follows:

1. **Term.** The term of this Agreement shall begin on **October 11, 2011** and shall continue until the earlier of **the completion of the services set forth herein** or **June 30, 2012**.
2. **Services.** Carolina PR shall:
 - a. Develop a communications plan for the community engagement phase of the Board’s search for a new superintendent.
 - b. Provide counsel to the Board, its staff, contractors and representatives concerning key messaging.
 - c. Consult on and provide content for engaging with various communication channels, including without limitation, traditional and social media.
 - d. Devise a public relations strategy tied to milestones in the community engagement phase of the Board’s search for a new superintendent.
 - e. Provide periodic updates on progress of initiatives.
3. **Compensation.** The Board shall pay Carolina PR **\$10,000.00** total for the services provided under this Agreement. Such amount shall be payable in **2 equal installments** of **\$5,000.00** with the first installment being due within **30 days** of the execution of this Agreement and the second installment of **\$5,000.00** being due within **30 days** following the completion of this Agreement. Except as set forth in this section, no further compensation shall be paid by the Board or requested by Carolina PR for the services provided pursuant to this Agreement.
4. **Termination.** This Agreement may be terminated as follows:
 - a. **Without Cause.** Either party may terminate this contract at any time for any reason by giving at least **10 days** notice in writing.
 - b. **For Cause.** Either party may terminate this Agreement immediately upon the occurrence of any of the following:
 - i. Material breach of this Agreement.

- ii. Prospective inability of either party to complete its responsibilities as set forth in this Agreement.
- iii. Intentional or reckless misconduct.

c. **Effect of Termination.** If this Agreement is terminated for any reason, the Board and Carolina PR shall negotiate a mutually acceptable amount to compensate Carolina PR for services already performed or encumbered. In no event shall the Board be obligated to compensate Carolina PR for any services not performed or encumbered prior to Carolina PR's receipt of notice of termination.

- 5. **Indemnification.** Carolina PR shall indemnify and hold harmless the Board, its employees, contractors, representatives and agents against and from any liability, claims or other actions to the extent resulting from Carolina PR's negligence, intentional misconduct or material breach of this Agreement.
- 6. **Independent Contractor.** This Agreement shall not render Carolina PR or any of its employees, agents, contractors or representatives, employees, partners, agents of, or joint venturers with the Board for any purpose. Carolina PR is and shall remain an independent contractor in its relationship to the Board.
- 7. **Compliance with Laws.** Both parties agree to comply with all laws governing their relationship or the services to be provided under this Agreement.
- 8. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served or if deposited in the United States mail. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given as follows:

If to Carolina PR:

Carolina Public Relations/Marketing Incorporated
1017 E. Morehead Street, Suite 150
Charlotte, NC 28204
ATTN: Adam Bernstein, APR, Vice President/Principal

If to the Board:

The Charlotte-Mecklenburg Board of Education
600 East Fourth Street, Fifth Floor
Charlotte, NC 28202
ATTN: Eric Davis, Chair

Either party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- 9. **Public Nature of Agreement.** The Parties hereby acknowledge and agree that given the public nature of the Board, following the parties' mutual execution of this Agreement, this

Agreement and payment terms other terms and conditions contained in it shall not be confidential and shall be open for disclosure to and review by the public and other third parties.

10. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Carolina PR, the Board and, as appropriate, their respective successors and assigns provided, that Carolina PR may not assign any of its rights, duties or interest in this Agreement.
11. **Governing Law.** The Parties agree that this Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with the internal laws and judicial decisions of the State of North Carolina, except as superseded by federal law.
12. **Waiver of Breach.** No waiver of any breach of this Agreement shall operate or be construed as a waiver of any subsequent breach by any party. No waiver shall be valid unless in writing and signed by the party waiving any particular provision.
13. **Severability.** The Parties understand and agree that every provision of this Agreement is severable from every other provision of this Agreement. Thus, the Parties agree that if any part of the covenants or provisions contained in this Agreement is determined by a court of competent jurisdiction or by any arbitration panel to which a dispute is submitted to be invalid, illegal or incapable of being enforced, then such covenant or provision, with such modification as shall be required in order to render such covenant or provision not invalid, illegal or incapable of being enforced, shall remain in full force and effect, and all other covenants and provisions contained in this Agreement shall, nevertheless, remain in full force and effect to the fullest extent permissible by law.
14. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
15. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
16. **Entire Agreement.** Except as otherwise set forth in this Agreement, this Agreement constitutes the entire agreement among the parties pertaining to the subject matter contained herein and supersedes any and all prior and contemporaneous agreements; representations, promises, inducements and understandings of the parties. This written Agreement cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous oral or written agreements. Moreover, this written Agreement may not be later modified except by a further writing mutually agreed to by the parties, approved by official action of the Board, and signed and accepted in writing by the duly authorized representatives of the Board and Carolina PR.

The Parties are signing this Agreement effective as of the date stated in the introductory clause.

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

By: _____
Eric C. Davis, Chair

ATTEST:

By: _____
Thomas Tate, Vice Chair

FUND OWNER:

By: _____
Hugh E. Hattabaugh, Superintendent

CAROLINA PUBLIC RELATIONS/MARKETING, INCORPORATED

By: _____

Name: _____

Title: _____

Approved as to form:

George E. Battle, III, General Counsel

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT

Sheila Shirley, Chief Financial Officer