VIRIDIS EDUCATION PARTNERS

Engagement Agreement

Strategic Planning Facilitation Services

PARTIES TO THIS AGREEMENT

Consultant: William Evans, Ed.D., CEO — Viridis Education Partners | Willhelm.evans@gmail.com | 801-419-8904

Client: Lakeview Academy Charter School — Board of Directors | Contact: Tina Smith, Board Secretary — tsmith@lakeview-academy.com

Effective Date: ~~—~~July 1, 2026~~————————————~~ (to be completed upon execution)

1. Purpose and Scope of Engagement

This Engagement Agreement ("Agreement") sets forth the terms under which Viridis Education Partners ("Consultant") will provide strategic planning facilitation services to the Lakeview Academy Charter School Board of Directors ("Client" or "Board"). The engagement is grounded in the proposal submitted by the Consultant on or before April 10, 2026, and is designed to reinforce the Board's existing policy governance framework rather than replace it.

The Consultant's role is to help the Board transform its established governance policies into intentional, mission-aligned strategic priorities that permeate throughout the organization. All facilitation will be conducted in a manner consistent with the Carver policy governance model under which Lakeview Academy operates.

2. Services to Be Provided

Phase 1 — Pre-Retreat Preparation (2–3 Weeks Prior to Retreat)

- ~~Design and distribute a board member survey covering strategic priorities, governance role clarity, board-ED partnership, emerging challenges, and retreat expectations~~
- Conduct individual or small-group interviews with board ~~officers~~ members, ~~and~~ the Executive Director, and Business Manager to discuss strategic priorities, governance role clarity, board-ED partnership, emerging challenges, and retreat expectations. Questions for the interview will be provided in advance.
- Review existing governance policies: Ends (Results), Executive Limitations, Governance Management, and Board Governance
- Review current-state data including enrollment, financial position, academic performance, and equity indicators
- Synthesize pre-work findings into a memo shared with the Board ~~Chair~~ members prior to the retreat
- Develop a final retreat agenda and facilitator guide

Phase 2 — Retreat Facilitation (One Day, On-Site)

The Consultant will facilitate a full-day strategic planning retreat, structured around the following sessions:

- Governance Alignment: Clarifying the Board's identity and role within the policy governance framework
- Board Norms, Culture, and Shared Agreements: Reviewing existing norms and developing updated governance pacts
- Current State Review: Facilitated analysis of school data and environmental scan (SWOT)
- Policy Review: Evaluation of Ends and Executive Limitations policies for continued relevance and appropriate scope
- Strategic Priority Setting: Identification of the Board's two to three most important areas of focus over a three-year horizon
- Accountability Framework: Development of KPIs, ownership assignments, communication plans, and review schedules

The retreat agenda may be expanded to a second day based on the Board's needs and scheduling availability, subject to mutual agreement and fee adjustment.

Phase 3 — Post-Retreat Deliverables (Within 10 Business Days)

The Consultant will produce and deliver the following written materials:

- Retreat Summary Document: A narrative record of key discussions, decisions, and agreements from the session
- Strategic Plan Framework: A board-ready document capturing the three-year strategic priorities, associated KPIs, ownership assignments, and timelines
- Updated Governance Agreements: Board norms and governance pacts in a format suitable for formal Board adoption
- Recommended Policy Updates: A summary of any proposed revisions to Ends, Executive Limitations, or other governance policies, with suggested language
- Stakeholder Communication Template: A draft communication to families, staff, and community describing the Board's strategic direction
- Implementation Timeline: A 12-month action calendar for strategic plan rollout and monitoring

All documents will be delivered in editable formats.

Optional Add-On: Follow-Up Session

Upon mutual agreement, the Consultant may facilitate one virtual follow-up session (approximately 90 minutes) with the full Board to review the draft strategic plan and implementation framework. This session is priced separately (see Section 3).

Optional Add-On: Staff Professional Development

The Consultant is available to work with the school leader to design and deliver professional development for faculty and staff, helping them understand how adopted policies guide daily operations. Scope, deliverables, and fees for this work will be negotiated under a separate addendum or agreement.

3. Fees and Payment

The parties have agreed to a fixed-fee arrangement for the core engagement, as itemized below. This structure provides Lakeview Academy with full cost certainty. The fixed fee covers all services described in Phases 1–3 above, regardless of actual hours expended.

Service Component	Est. Hours	Fee	Notes
Pre-work & Preparation	15–20 hours	$4,000	Survey, interviews, synthesis, agenda prep
Retreat Facilitation	8–10 hours	$2,000	Full-day on-site facilitation
Post-Retreat Deliverables	12–15 hours	$3,000	All written materials and frameworks
Optional Follow-Up Session	2 hours	$400	Virtual 90-min review of draft strategic plan
Travel & Expenses	—	At cost	Mileage, lodging if applicable
TOTAL (Core Engagement)	**35–45 hours**	**$9,400**	**Excludes optional add-ons**

Payment Schedule

- 50% of core engagement fee ($4,500) due ~~upon execution of this Agreement~~as of the Effective Date of this agreement
- 50% of core engagement fee ($4,500) due within 15 days of delivery of all post-retreat materials
- Optional follow-up session ($400) invoiced separately upon completion
- Travel and expenses billed at cost with receipts, invoiced within 30 days of the retreat

Payment Terms

Invoices are due within 30 days of receipt. Payments may be made by check payable to William Evans, or by electronic transfer per instructions on the invoice. Overdue balances will accrue interest at 1.5% per month after 30 days.

4. Timeline

The engagement is expected to be completed within approximately six to eight weeks of the effective date of this Agreement, with the retreat occurring at a date mutually agreed upon by both parties. Key milestones are as follows:

Milestone	Target
Agreement executed	~~Upon signing~~As of the Effective Date of this agreement
Pre-retreat surveys & interviews	2–3 weeks prior to retreat date
Pre-retreat synthesis memo	Delivered to Board Chair 5 days before retreat
Retreat day	To be mutually scheduled — target: August 1st, 2026
All post-retreat deliverables	Within 10 business days of retreat

5. Client Responsibilities

To enable the Consultant to perform the services described herein, the Client agrees to:

- Designate a primary point of contact (recommended: Board Chair or Board Secretary) for timely communication
- Ensure all board members complete the pre-retreat survey within the timeframe specified by the Consultant
- Make board officers and the Executive Director available for pre-retreat interviews
- Provide the Consultant with access to relevant governance documents, including current Ends, Executive Limitations, Governance Management, and Board Governance policies
- Provide current-state data including enrollment figures, financial summaries, academic performance data, and equity indicators prior to the retreat
- Secure and confirm a retreat venue suitable for full-day facilitation
- Review and provide timely feedback on draft deliverables within 10 business days of receipt

6. Independent Contractor Status

The Consultant is engaged as an independent contractor and not as an employee, agent, partner, or joint venturer of the Client. The Consultant retains sole responsibility for all federal, state, and local taxes on compensation received under this Agreement. Nothing in this Agreement shall create or be construed to create an employment relationship between the parties.

7. Confidentiality

The Consultant acknowledges that in the course of this engagement, he may have access to confidential and sensitive information pertaining to Lakeview Academy's governance, finances, academic performance, personnel, and strategic direction. The Consultant agrees to:

- Hold all such information in strict confidence
- Not disclose confidential information to any third party without prior written consent of the Client
- Use confidential information solely for the purpose of performing services under this Agreement

This obligation of confidentiality shall survive the termination of this Agreement. The Consultant may, however, reference the general nature of this engagement (e.g., "strategic planning facilitation with a Utah charter school board”) for marketing and portfolio purposes, without disclosing identifying details.

8. Intellectual Property

All deliverables produced under this Agreement — including surveys, memos, the strategic plan framework, governance documents, and implementation materials — are works created for the benefit of Lakeview Academy and shall be the sole property of the Client upon receipt of full payment.

The Consultant retains the right to use general methodologies, frameworks, templates, and facilitation approaches developed in connection with this engagement in future work with other clients, provided that no confidential or identifying information regarding Lakeview Academy is disclosed.

9. Limitation of Liability

The Consultant’s total liability to the Client under this Agreement, for any cause whatsoever, shall not exceed the total fees paid by the Client under this Agreement. In no event shall the Consultant be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this engagement.

10. Termination

Either party may terminate this Agreement with 14 days’ written notice. In the event of termination:

- The Client shall pay the Consultant for all services rendered and expenses incurred through the termination date
- If termination occurs after the retreat but before delivery of post-retreat materials, the Client shall pay a pro-rated amount for materials completed
- If the Client cancels the retreat with fewer than 7 calendar days’ notice, the Client shall owe 50% of the retreat facilitation fee as a cancellation charge
- The Consultant may terminate this Agreement immediately if the Client fails to make any payment when due and does not cure such failure within 10 days of written notice

11. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any dispute arising out of or relating to this Agreement that cannot be resolved through good-faith negotiation shall be submitted to mediation before either party may initiate litigation. The parties agree that any legal proceedings shall be brought in a court of competent jurisdiction in Salt Lake County, Utah.

12. Entire Agreement

This Agreement, together with the Consultant's Proposal for Strategic Planning Facilitation dated March 2026 (incorporated herein by reference), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements. Any modification to this Agreement must be in writing and signed by both parties.

13. Signatures

By signing below, both parties agree to the terms and conditions of this Engagement Agreement.

William Evans, Ed.D. CEO, Viridis Education Partners	**Authorized Representative** Lakeview Academy Charter School Board of Directors
Signature	**Signature**
Date	**Date**