

Working with Tenacious Change, LLC
for Nonprofit Organizations and Public Agencies

Tenacious Change, LLC (formerly Tom Klaus & Associates) is committed to providing high quality services to nonprofits of all sizes. For this reason, we carefully researched the nonprofit consulting market, thoroughly examined our budgetary needs, and thoughtfully considered how our mission of "animating leaders and organizations for greatness and good" informs our work with nonprofits. Since opening in 2013, we have designed and tested a nonprofit fee structure that is competitive and has been accessible for nearly all clients to date. We believe even the smallest nonprofits deserve no less quality services than the largest nonprofits who can afford the name brands. In fact, because of the unique challenges facing small nonprofits trying to do sustainable good in a sector that is always competing for limited resources, we believe they deserve the very best of what we offer.

Most of our clients work in complex contexts in which it is virtually impossible to control for and guarantee an outcome. However, we do offer our TRIBE guarantee about our work:

T *ailored Consultation:* You do not have to convince us that your situation is unique. We got it. No two leaders or organizations face the same circumstances because each exists in a unique context. For this reason, we tailor our services for your organization and the context in which it is working in the current moment.

R *elational Trust:* Trust is about far more than simply honesty or truth telling. It is about congruence, consistency, reliability, and follow through. Mutual trust is first established through an individual connection, but it is maintained by doing what we say we will do with care and quality.

I *ndividual Connection:* You can expect a personal connection with your consultant, whether it is Tom Klaus himself or one of his associates that have agreed to work with him. You will have direct access. You do not have to worry about your project being handed off to another consultant and, if it does need to be passed to someone else, you will be consulted in advance.

B *est Effort:* You will always get our very best effort. If we say we can do it, it is because we also believe we can do it with high quality. We will not fake it. If we do not have the skills and competencies needed for your task or project, we will help you find someone who does.

E *xemplary Professionals:* The people who provide services through Tenacious Change are exemplary professionals who are uniquely qualified by both their experience and training. All our associates have been trained at the masters or doctoral levels in their field. Each is seasoned by deep experience in their fields and has earned a reputation for quality work and respect among their colleagues in the field.

The TRIBE guarantee is an assurance of a job very well done by Tenacious Change for nonprofits of any size. We appreciate your consideration.

How We Work Together

Tenacious Change works in partnership with nonprofit and social change leaders to build greater organizations and programs for good. We work with clients in a collaborative way that is mindful of the complex social context in which leaders and organizations do their work on behalf of the greater good and social change. Successfully addressing complex contexts often requires a diversity of perspectives and views, or, what is known as putting “more eyes” on the issue or situation. For this reason, we encourage nonprofit and social change leaders to engage managers, front line staff or workers, and clients or other people with direct, lived experience of the issue or situation being addressed. In our experience, the benefit of having “more eyes” outweighs the challenges presented by working with a diverse group of stakeholders.

Our approach is best described as:

- **Appreciative:** Whenever possible, we prefer to promote change and growth by working to amplify the assets and strengths of leaders, programs, and organizations. Indeed, there are always problems and challenges. However, it is easy to miss the opportunities to leverage assets and strengths for growth when too much time, energy, and focus is spent on fixing problems. We do not ignore the problems and challenges. We just choose to address them differently, from an evidence-based appreciative approach.
- **Collaborative:** Collaboration is both a science and an art. It requires each party to know and have confidence in what it brings to the relationship; to prioritize and honor mutual trust and respect; and, to continuously seek ways to create value in the relationship and work for both parties. We work closely with clients to identify their goals, select strategies and manage a change process that will move them toward achieving their goals while building their confidence and capacity.
- **Consultative:** We strive to use a humble consultative approach to offer expertise without coming across as know-it-all “experts.” This involves listening carefully to get the full story first; asking questions to seek clarity and understanding; conducting the necessary research to more fully understand the situation and its context; offering a menu of recommendations, when appropriate, from which clients choose their next steps; supporting them as needed and requested in the implementation of the approach (solution) they choose; and then helping them openly and honestly assess the results or outcome.

Our experience has taught us to expect that the working relationship between Tenacious Change and the client will be enhanced when each party participates in regular, timely, and transparent communication with the other to facilitate collaboration on the project and remain current on its status. In addition, we have found that our collaborative relationship is made stronger when there is a clear understanding of the specific responsibilities of each, including our responsibilities to clients to deliver as promised and on time and when clients understand their responsibilities about our billing and payment policies. Through an effective, collaborative working relationship a client can expect to receive the benefit of goal achievement with high satisfaction.

Insurance and Indemnification

Tenacious Change carries professional business consulting liability insurance. We expect our clients to similarly carry insurance that is appropriate to their type of business or organization.

When organizations undertake complex projects, there is high unpredictability among the many variables that contribute to success. We desire to work with clients in a collaborative way that is mindful of this complexity. As a nonprofit business consulting company, Tenacious Change works in the world of ideas. In our consulting role we provide ideas, suggestions, and recommendations for consideration and possible action by the client. We understand the client has the role, right and responsibility to make its final choices regarding these. We also recognize that the client has final choice over matters related to the direction and implementation of strategy.

We accept our responsibility to offer only the highest quality ideas, suggestions, and recommendations based upon the best available information. We similarly expect clients to accept full responsibility for their own decisions, choices, and actions. To this end, it is expected that both Tenacious Change and our clients will make good faith, high quality efforts to work together to achieve the client's goals and objectives and that neither will be obligated to indemnify the other in any manner whatsoever. If this is not acceptable, then we will ask for mutual indemnification in language like the sample below:

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless, CLIENT, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent cause by the CONSULTANT'S negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom the CONSULTANT is legally liable.

CLIENT agrees, fully permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subcontractors against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CLIENT'S negligent acts relating to the project and the acts of its contractors, subcontractors or consultants or anyone for whom CLIENT is legally liable.

Proprietary Material, Copyright, and Branding

The material that is delivered by Tenacious Change is proprietary to the consultant who is providing the service unless otherwise marked. As such, all "PowerPoint" slides, handouts, and other material will bear a copyright (©) mark indicating ownership by the consultant. Our consultants reserve the right to brand the material with their own logos and place them within their own organizational templates. Co-branding is acceptable in most cases. When consultants use the propriety and/or copyrighted material of others, these will be appropriately noted and cited, and the proprietary rights and any existing copyright will be retained by the original authors. Requests to insert consultant's materials into clients' PowerPoint and other handout templates will be considered on a case by case basis, though, generally, we do not prefer to do this. All clients are given a limited right to use the proprietary and copyrighted material within the context of the contracted event or program. If the client wishes to use the material for another event or purpose, we kindly ask prior permission to be requested of the consultant in advance. This policy has been put in place to honor the ongoing efforts of our consultants to create

tailored and original material for clients, some of which has been years in research and development. Thank you for your understanding and for honoring this policy.

Engagement Options, Professional Fees and Other Expenses

- **Quick Consults:** Same day conversations for ideas, suggestions, recommendations, or just a friendly ear via phone or video conferencing. (Hourly rate applies; billed at the end of the month or end of the consult)
- **Short-term Engagements:** An in-person consult or training event typically requiring a 30-90-hour commitment within a one to three-month period. Tasks can include, but are not limited to, phone and video conference consults and meetings; research and writing; document review; planning; training design; etc. It also includes one on-site, two-day visit to client. On-site visits can be used for meetings, strategy planning, consultations, training, or facilitation. (Flat project rate applies; requires a deposit to initiative agreement for service with balance due at end of engagement.)
- **Long-term Engagement:** A substantial body of work requiring dedicated time each month for at least four months, typically up to a year. Long-term engagement clients have direct access to us as often as needed and tasks can include, but are not limited to, phone and video conference consults and meetings for personal leadership development; group or organizational development consultation; organizational change design and development; research and writing; document review; planning; training design; etc. Long-term engagements usually include at least one site visit (of at least two days) to work with a client. Site visits can be used for meetings, consultations, or facilitation regarding a wide variety of program and organizational issues. Training in the Tenacious Change Approach or other topics may be incorporated as needed. (Monthly rate applies; first monthly payment due at initiation of agreement for service; remainder of contract amount billed in equal monthly payments thereafter for the duration of the engagement agreement.)
- **Please contact us for a free initial consultation and an estimate.** For nonprofit organizations and public agencies, all professional services are estimated based on \$125.00 US per hour for all work performed in office (e.g., quick consults) and \$1,500.00 per calendar day for all work performed on-site of client's office (s) or work-related event(s).
- When travel is required for an engagement, all estimates are inclusive of travel expenses. If a site visit is not included in an estimate and is requested amid an engagement, travel expenses will be billed separately.
- All other expenses and costs (e.g., travel, training supplies, special software or equipment required for project, etc.) incurred by consultant to perform the engagement services will be billed at actual cost to client.
- As an independent contractor, consultant is responsible for all applicable income taxes, benefits, and business overhead.

Payment Policies

- All payments for deposit, services, fees, and expense reimbursement are to be made in US dollars and made payable to "Tenacious Change."
- Payments may be mailed or direct deposited. If mailed, please send in care of: Tom Klaus, Tenacious Change, 13901 Belle Chasse Blvd., #416, Laurel, MD 20707. If direct deposit is desired, please contact us for bank routing and account information.
- When a deposit is required to initiate the engagement, we typically calculate it as follows: Contracts totaling less than \$10,000 in services and fees require up to a 50% deposit; contracts totaling \$10,000 up to \$49,999 require a minimum deposit of 25%; contracts totaling \$50,000 to \$74,999 require a minimum deposit of 20%; contracts totaling \$75,000 and higher require a deposit of 15%.
- All deposits are immediately applied as credits on monthly billing. Upon receipt of the deposit, the contract is initiated, and work will commence on the project. The remaining balance will be paid in equal monthly payments throughout the remaining period of the agreement.
- All invoices are sent electronically on the last day of the month and full payment is required within 30 days of the billing date. Partial payment or nonpayment 30 days after the original billing date is considered past due. Reminder notices are sent 30 days, 45 days, and 60 days after the original billing date if payment has not been received. After 60 days all project work will cease until full payment is made on all outstanding invoices.

Travel Policies

- We prefer to book our own travel transportation arrangements. In those cases where you will be booking a hotel room for Tom Klaus, please be aware that he has certain criteria due to a non-life threatening but inconvenient and chronic medical condition. Please consult with him before you book the room. Thank you!

Ready?

To begin the process of contracting with Tenacious Change, LLC please contact us by email at info@tenaciouschange.us or call 240-319-8525.