

June 8, 2018

Mrs. Teresa Morgan, Superintendent
Hardin County Schools
65 W. A. Jenkins Rd.
Elizabethtown, KY 42701

Dear Superintendent Morgan:

Thank you for the opportunity to partner with you and Hardin County Schools (HCS). We are honored to serve your district and to work with you and your team to achieve a positive measurable impact. This letter outlines our plan for providing additional resources to expand our partnership with you to include the development of the Hardin County Schools Strategic Plan, and to also support the extension of services and support through a subsequent year.

Through our partnership together (as defined in both our original agreement dated June 8, 2018 and supplemented by this one), we will specifically focus on: (1) the development of the HCS Strategic Plan, (2) establishing and implementing a system and related processes throughout the district for successfully executing the strategic plan and achieving the district's improvement priorities, and (3) administering stakeholder surveys on an ongoing basis and incorporating the data and results into the continuous improvement model.

Throughout the term of our partnership, Studer EducationSM will provide leadership development and training to support the overall continuous improvement approach, along with executive coaching and aligned resources to facilitate leaders' planning *and* execution of strategic actions to develop, refine and achieve the priority district goals defined by HCS across areas such as these:

- ▼ Student Success – Academic excellence, and college, career and life readiness
- ▼ People – Engaged and exemplary faculty and staff
- ▼ Service – Parent satisfaction and satisfaction with district support services (internal and external customers)
- ▼ Quality – Effective district and departmental operations aligned to job functions
- ▼ Finance – Measures of financial efficiency and effectiveness in alignment with district needs

To achieve the district's priority outcomes, the Studer EducationSM team will engage with the Superintendent to select and sequence work areas and actions from the *Menu of Partnership Services shown in Addendum I* to develop annual and 120-day work plans. **Of note, this agreement also provides additional resources for the development and completion of the HCS Strategic Plan.**

The goals of this proposed expanded partnership (not linear or necessarily in chronological order) are to:

- Facilitate the development of the HCS Strategic Plan to advance the long-range vision for success in the district, and to include goals for student achievement along with additional priorities that are reflective of overall organizational excellence in support of strong student outcomes;
- Administer stakeholder surveys both initially and on an ongoing basis, and use the resulting data to provide additional measures for monitoring and action planning to continuously improve employee engagement and stakeholder/customer satisfaction with services provided;
- Initiate a balanced Organizational Scorecard approach to action planning and execution across the district to support the realization of the district's mission, achieve the HCS Strategic Plan priorities, and to underpin the district's overall continuous improvement approach to performance excellence;
- Provide ongoing leadership development aligned with HCS's goal of creating great workplace environments and cultures of service across the district (informed by stakeholder survey results and other data), and to engage and

support leaders in the continuous improvement and action planning process, in alignment with the district's Strategic Plan and related priorities;

- Facilitate the development, review and alignment of goals, measures, progress monitoring and action planning to create annual District, Department and School Scorecards aligned to the HCS Strategic Plan to drive the mission, vision and achievement of meaningful results across the system;
- Engage with the HCS Board throughout the partnership term to gain input into the annual goal setting process and to provide resources to the Superintendent and staff for board reporting of interim and/or end-of-year results;
- Incorporate priority Scorecard measures and results into leader evaluations to hardwire deliberate leadership actions to create impact and sustainable results;
- Create a culture of continuous improvement, accountability, execution, and performance excellence to ensure the students and stakeholders served by the HCS receive high quality services and support.

Partnership Services and Resources

To advance these partnership goals, the following resources will be included throughout the life of this agreement.

- Up to four (4) additional days onsite with a coach/consultant, allocated as part of a total of two (2) additional onsite visits – with these additional days designed specifically to support the facilitation and development of the Hardin County Schools strategic plan (in addition to integrating / leveraging resources from our partnership agreement dated June 8, 2018).
- This agreement also recognizes that ten (10) onsite visits with a coach/consultant were provided through our partnership agreement dated June 8, 2018, and allows for any unused visits from that agreement to extend and be available during a second year of partnership, which will be defined as from June 15, 2019 to June 14, 2020.
- Monthly to twice-monthly calls with the Superintendent and other leaders as determined by the Superintendent are provided to check in on 30 to 90-day expectations for the leadership team and for Studer EducationSM to provide ongoing coaching and support. (Specifically, these supports will be extended to a second partnership year, whereas our original agreement terminates on June 14, 2019.)
- Access to all current Studer EducationSM surveys (employee engagement, parent satisfaction, district support services, and student engagement) and implementation processes are included to provide additional data and metrics where needed to inform continuous improvement efforts. (Specifically, these services will be extended to a second partnership year, whereas our original agreement terminates on June 14, 2019.) The survey package is inclusive of administration, results reports, and training in the rollout process for all Studer EducationSM surveys that HCS may elect to implement. This process involves:
 - Administering online surveys and providing URLs to the district for sharing with and completion by designated audience;
 - Drafting emails with URL announcing the surveys;
 - Developing and providing the results reports with analysis by district, department and school;
 - Training leaders to communicate / rollout the results;
 - Presenting survey results to the school district and board as well as use of benchmark data for other districts using the surveys; and
 - Setting improvement goals for all surveys at the district level and cascading to department and school leaders.
- Access to Studer Education's online Scorecard tool is granted and licensed through the term of this engagement to support the process used with leaders to operationalize the Strategic Plan.

Professional Fee and General Terms

Studer EducationSM recommends a multi-year partnership to accomplish the identified goals and priorities and to ensure sustainable results. The offered term of this engagement shall therefore compliment and extend our agreement dated June 8, 2018 – and specifically shall be from June 15, 2018 to June 14, 2020. As signer of the agreement, you, Mrs. Teresa Morgan, may request to discontinue the service of Studer EducationSM if at any time during our engagement you are not satisfied with the services or for other cause or need. Likewise, if Studer EducationSM determines at any time that HCS will not achieve its results, we will discuss this with you to adjust our work plan or withdraw without further invoicing. In either occurrence, the party requesting cancellation will provide 30-day notice unless the terms of the agreement have been otherwise breached by the other party.

The fee for this partnership will be \$28,000.00 USD. and shall be invoiced and due in full (\$28,000.00 USD) on June 30, 2020.

Studer EducationSM requests that Hardin County Schools appoint a specific Accounts Payable contact to ensure timely and efficient delivery of invoices. Please provide this contact's information in the specified area on the signature page of this agreement. For your reference, Studer Education's contact is Katie Tener. Katie may be reached by phone at 850-898-3874 or via email at katie.tener@studereducation.com.

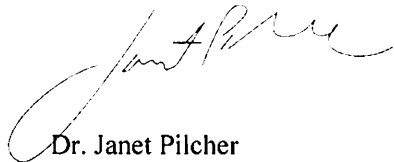
The business terms found in Addendum III apply to this agreement.

* * *

As acceptance of the above, please print this document, sign and return it in its entirety to us via fax, 850-332-5446, attention Ryan Hess or via email to ryan.hess@studergroup.com by June 15, 2018. Studer EducationSM shall not be bound to the terms and services offered in this agreement if it is not executed on or prior to that date, though we may provide a revised proposal upon request, with updated dates and terms as needed. The expiration of the terms in this agreement (when not executed during the anticipated timeframe) allows us to keep our proposals up-to-date and ensures we are able to offer the best quality service and value to our current partners and other districts and organizations with whom we may opt to extend an offer.

On behalf of our Studer EducationSM team, I want to thank you for the opportunity to serve Hardin County Schools. We look forward to moving forward with you and to achieving results. Thank you for this opportunity to collaboratively make a difference in the lives of the students and community you serve.

Yours in service,



Dr. Janet Pilcher
Senior Executive, Studer Education
350 W. Cedar St., Suite 300
Pensacola, FL 32502

Hardin County Schools

Agreed and accepted:

Teresa Morgan
Superintendent

Date

Hardin County Schools Accounts Payable Contact for invoice submissions:

Name: _____

Phone: _____

Email: _____

Addendum I: Menu of Partnership Services

Service Areas	Sample Actions
Diagnose and Plan: Identify District and Partnership Priorities	- Engage with the Superintendent and leadership team members (as designated by the Superintendent) to develop an understanding of current and subsequent year priorities - Develop a draft Annual Plan to guide the partnership work together (i.e. to scope and sequence the annual work), gather feedback, and revise as needed to fully align with the Superintendent's priorities and expectations related to the scope of work together (ongoing in each year of partnership) - Develop a 120 day work plan aligned to the Annual Plan to begin executing on priorities together (ongoing throughout the partnership)
Strategic Plan Development (customizable)	- Complete an environmental scan of existing documents and data (i.e. existing stakeholder survey results, student achievement data, current annual goals and improvement plans, etc.) - Conduct meetings and focus group sessions with the Superintendent and board for strategic planning process overview, input and direction - Support the formation of and working sessions with a Strategic Advisory Committee to steer and support the strategic plan development process - Facilitate focus groups with other stakeholders as needed to gather additional data - Analyze results, data and focus group data, prepare a summary report, and present findings - Review findings with the Strategic Advisory Committee and board and facilitate the development of a draft plan based on the data and stakeholder feedback - Engage with district leadership and the advisory committee to identify strategic initiatives, draft goals and metrics, and review/revise or develop draft mission and vision statements - Create a feedback loop with stakeholders to inform revisions - Finalize the strategic plan using input from all stakeholders - Present (or support members of the Advisory Committee in presenting) the proposed final plan to the board along with relevant recommendations
Stakeholder Survey Analysis and/or Administration (Ongoing)	- Implement a formalized process for analyzing data from any existing stakeholder surveys that have been recently administered and/or that are administered on an ongoing basis by the district and for rolling out/communicating results and future plans to stakeholders - Administration of Studer Education's stakeholder surveys to supplement or supplant existing district surveys: - employee engagement survey (one to two times per year) - parent satisfaction (annually) - district support services (two to three times per year) - student engagement (if and when desired, annually) <i>Note: The administration of the above surveys may begin in a staggered implementation approach and as desired and needed by the district.</i> - Survey administration services for Studer Education surveys to include: - Administration of online surveys and provision of URLs for sharing with and completion by designated audiences - Drafting emails with URL announcing the surveys - Providing the district with a master/printable copy of the surveys if/when the district may want to additionally provide paper copies to stakeholders, with district designees then collecting the surveys and responsible for entering responses online - Provision of Results Reports, with analysis by district, department and school - Training leaders to communicate / roll out the results - Incorporate results into Scorecards (once implemented) and create improvement plans - Support presentations and/or present results annually to the board - Use resulting data to inform leadership development institutes and other development opportunities for leaders in aligned practices and strategies for continuous improvement

Implement the Organizational Scorecard to Align District, Department and School Action Planning and Execution

- Implement Studer Education's Organizational Scorecard process and online tool (use of online tool is optional) to operationalize the Strategic Plan across the district
- Identify annualized goals for inclusion on the District Scorecard
- Create and cascade the District Scorecard to department and school leaders across the district for the development of aligned Department and School Scorecards
- Leverage the Organizational Scorecard process to support communication and aligned action plans for continuous improvement in support of the strategic plan and priorities (includes operational and academic leaders of departments in addition to school leaders)
- Update and review progress monitoring measures and strategic actions throughout the year in alignment with data and desired outcomes and support communication of progress throughout the year to the board
- Use the District Scorecard as a communication tool to share progress throughout the year with the board

Leadership Development (data driven and ongoing)

- Identify, based on survey results and other data, the greatest opportunities for leadership development and provide aligned training on evidence-based leadership practices to improve leader skills while creating best-place-to-work environments and developing faculty and staff. Topics include survey results roll out, leader rounding, high-middle-low performance conversations, communicating using key words at key times, reward and recognition, 30/90 day new employee meetings, etc.
- Provide training to leaders on developing measurable annual goals (aligned to district, department, and/or campus priorities and needs), identifying intra-year and annual monitoring measures, and implementing strategic actions to accomplish goals
- Hold Leadership Development Institutes with leaders to teach and practice tactics to develop high performing leaders throughout the organization
- Provide executive coaching to the Superintendent in between onsite visits to support the overall continuous improvement process and district priorities

Short Cycle Planning Process

- Train on short cycle meeting processes to create a continuous improvement process with leadership
- Facilitate meetings with the district leadership team (quarterly sessions are recommended) to support and debrief on progress measures and actions, while determining adjustments as needed when lead data is not trending as desired
- Support district leaders in replicating the short cycle planning and adjustment process with school leaders over time

Validation Tools

- Create validation tools for strategic actions aligned to Strategic Plan Pillars / priority areas
- Work with the Superintendent to validate areas of need and highest priorities
- Apply validation process with leaders

Superintendent & Executive Team Leader Evaluations (optional)

Board Development

- Align executive leader evaluations with respective Scorecard metrics
- Engage in discussion with the Board to gain input on the Superintendent's evaluation to align to core metrics identified by applying the Scorecard process
- Provide training and support to leaders and the Board as needed throughout the process
- Complete a mid-year and/or annual report of results and present to the board in conjunction with a site visits for coaching and/or leadership development institutes
- Teach leaders and the board the short cycle results reporting process so that the board can be updated on progress toward key metrics and strategies that align
- Gain board insight on annual Scorecard goals, results, and direction
- Hold an annual board retreat as desired to agree on key measures and strategies for each year

Addendum II: About Studer Education, a Division of Studer Group

Studer Education is a division of Studer Group, a leading service provider focused on improving healthcare. Studer Group consultants have worked with more than 1,000 organizations. Quint Studer, the founder of Studer Group, is a former public school teacher, hospital system CEO, recognized international speaker, and best-selling author of leadership books. While initially founded to support healthcare organizations, Quint Studer's desire to help improve educational institutions began with an initial pilot school district in 2008. In 2010, Studer hired Dr. Janet Pilcher to form the Education Division of Studer Group, Studer Education, to apply Evidence-Based Leadership practices in school districts. Studer Education coaches partner with school systems around the country to coach district and school leaders to apply practices that maximize individual and organizational performance. Today, Studer Education has selectively contracted with dozens of school districts and institutions of higher education in the United States, to implement continuous improvement services that include goal-setting, progress monitoring, and training for specific strategic actions. We choose to partner with school districts who have a true commitment to excellence and want to serve as a model for becoming some of the best school districts and institutions of higher learning in the United States.

To date, we have strategically selected school district and higher education partners that are positioned to move from "good to great." Studer Group is a Malcolm Baldrige recipient; several Studer Education partner organizations have applied the Baldrige framework and have achieved the award as their continuous improvement process with aspirational goals to win the Baldrige Award.

In addition, Pewaukee School District, a 2013 Baldrige Award winner, partnered with us. Pewaukee Superintendent, Dr. JoAnn Sternke, states this was to help her district sustain results over time, seeing the framework as necessary to sustaining excellence. Dr. Sternke relied on our partnership to develop consistency in leadership practices. Dr. Sternke is now a senior leader and fulltime coach with the Studer Education team, and our partnership with the Pewaukee School District continued with the district's new superintendent.

The most important aspect of our work that differentiates us from other companies is our coaching model. Our coaches must have good facilitation skills, abilities to use data to engage in dialogue with leaders to determine best ways to improve, excellent listening and probing skills, and a strong desire to want to help our partners achieve results. The personnel evaluations of our coaches include the outcome measures of our school district partners; therefore, our coaches perform well on their annual evaluations when our partners perform well. Our team individualizes the continuous improvement framework to meet leaders where they are, and then expertly guide the path to improvement.

We practice what we coach, as evidenced by our company results:

- 2010 recipient of the Malcolm Baldrige Award
- Fortune Top 25 Best Workplaces for 7 consecutive years (#7 in 2013, #5 in 2014)
- 99th Percentile in Employee Engagement for eight straight years
- Current Net Promoter Score of 72, placing Studer Group in the top tier of businesses nationally

Studer Education coaches with district leaders to achieve defined results. As part of our work, our coaches include the results of their partner districts on their personnel evaluations. Therefore, district results influence the coaches' evaluation results. This action shows our commitment to being a true partner with district leadership to achieve results and apply a continuous improvement process to maximize individual and organizational performance

Addendum III: General Business Terms

These General Business Terms, together with the Engagement Letter (including any and all attachments, exhibits and schedules) constitute the entire understanding and agreement (the “Agreement”) between us with respect to the services and deliverables described in the Engagement Letter. If there is a conflict between these General Business Terms and the terms of the Engagement Letter, these General Business Terms will govern, except to the extent the Engagement Letter explicitly refers to the conflicting term herein.

1. Our Services and Deliverables We will provide the services and furnish the deliverables (the “Services”) as described in our Engagement Letter and any attachments thereto, as may be modified from time to time by mutual consent.

2. Independent Contractor We are an independent contractor and not your employee, agent, or joint business venturer, and will determine the method, details and means of performing our Services.

3. Fees and Expenses (a) Our fees and payment terms are set out in our Engagement Letter and/or proposal.

(b) We reserve the right to suspend Services if invoices are not timely paid, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension.

4. Confidentiality and Privacy (a) With respect to any information supplied in connection with this engagement and designated by either of us as confidential, or which the other should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure (“Confidential Information”), the other agrees to protect the confidential information in a reasonable and appropriate manner, and use confidential information only to perform its obligations under this engagement and for no other purpose. This will not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed, (v) disclosed pursuant to legal requirement or order, or (vi) disclosed to taxing authorities or to representatives and advisors in connection with tax filings, reports, claims, audits and litigation.

(b) Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon request by the disclosing party; provided that the receiving party may retain other archival copies for recordkeeping or quality assurance purposes and receiving party shall make no unauthorized use of such copies.

(c) We agree to use any personally identifiable information and data you provide us only for the purposes of this engagement and as you direct, and we will not be liable for any third-party claims related to such use. You agree to take necessary actions to ensure that you comply with applicable laws relating to privacy and/or data protection, and acknowledge that we are not providing legal advice on compliance with the privacy and/or data protection laws of any country or jurisdiction.

(d) You acknowledge and agree that data about your institution may be collected by The Studer Group L.L.C. or its parent company, Huron, through the Service for benchmarking and industry trend analysis purposes. All data used in conducting benchmarking analysis will be reported in aggregate form only and will not contain your confidential information. Your institutional identity will not be directly associated with institutional data made available to third parties as a result of benchmarking studies and other Thought Leadership activities. Our collection, use, and disclosure of anonymous or aggregated information are not subject to any of the restrictions in Huron’s privacy policy.

(e) We may also mention your name and provide a general description of the engagement in our client lists or marketing materials.

5. Our Deliverables and Your License Upon full and final payment of all amounts due us in connection with this engagement, all right, title and interest in the deliverables set out in our Engagement Letter will become your sole and exclusive property, except as set forth below. We will retain sole and exclusive ownership of all right, title and interest in our work papers, proprietary information, processes, methodologies, know-how and software (“Huron Property”), including such information as existed prior to the delivery of our Services and, to the extent such information is of general application, anything which we may discover, create or develop during our provision of Services for you. To the extent our deliverables to you contain Huron Property, upon full and final payment of all amounts due us in connection with this engagement, we

grant you a non-exclusive, non-assignable, royalty-free, perpetual license to use it in connection with the deliverables and the subject of the engagement and for no other or further use without our express, prior written consent. If our deliverables are subject to any third party rights in software or intellectual property, we will notify you of such rights. Our deliverables are to be used solely for the purposes intended by this engagement and may not be disclosed, published or used in whole or in part for any other purpose.

6. Your Responsibilities. To the extent applicable, you will cooperate in providing us with office space, equipment, data and access to your personnel as necessary to perform the Services. You shall provide reliable, accurate and complete information necessary for us to adequately perform the Services and will promptly notify us of any material changes in any information previously provided. You acknowledge that we are not responsible for independently verifying the truth or accuracy of any information supplied to us by or on behalf of you.

7. Our Warranty We warrant that our Services will be performed with reasonable care in a diligent and competent manner. Our sole obligation will be to correct any non-conformance with this warranty, provided that you give us written notice within 10 days after the Services are performed or delivered. The notice will specify and detail the non-conformance and we will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance. We do not warrant and are not responsible for any third party products or services. Your sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against us.

THIS WARRANTY IS OUR ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

8. Liability and Indemnification (a) This engagement is not intended to shift risk normally borne by you to us. To the fullest extent permitted under applicable law, you agree to indemnify and hold us and our personnel, agents and contractors harmless against all costs, fees, expenses, damages, and liabilities (including reasonable defense costs and legal fees), associated with any legal proceeding or other claim brought against us by a third party, including a subpoena or court order, arising from or relating to any Services that you use or disclose, or this engagement generally. This indemnity shall not apply to the extent a claim arises out of our gross negligence or willful misconduct, as finally adjudicated by a finder of fact.

(b) We will not be liable for any special, consequential, incidental, indirect or exemplary damages or loss (nor any lost profits, savings or business opportunity). Further, our liability relating to this engagement will in no event exceed an amount equal to the fees (excluding taxes and expenses) we receive from you for the portion of the engagement giving rise to such liability.

(c) Neither of us will be liable for any delays or failures in performance due to circumstances beyond our reasonable control.

9. Termination

(a) Termination for Convenience. Either party may terminate this Agreement for convenience at any time on 30 days' prior written notice to the other.

(b) Termination for Breach. Either party may terminate this Agreement for breach if, within 15 days' notice, the breaching party fails to cure a material breach of this Agreement.

(c) To the extent you terminate this Agreement for convenience, you will pay us for all Services rendered, effort expended, expenses incurred, contingent fees (if any), or commitments made by us to the effective date of termination. This includes your remittance and our retention of cost billed prior to the termination date and that of a final bill which is a prorated amount relative to the annual contract cost. To the extent you terminate this Agreement for breach, you will pay us for all conforming Services rendered and reasonable expenses incurred by us to the effective date of the termination.

(d) Further, we reserve the right to terminate this Agreement at any time, upon providing written notice to you, if conflicts of interest arise or become known to us that, in our sole judgment, would impair our ability to perform the Services objectively or for other cause.

(e) The terms of this Agreement which relate to confidentiality, ownership and use, limitations of liability and indemnification, non-solicitation and payment obligations shall survive its expiration or termination.

10. General (a) This Agreement supersedes all prior oral and written communications between us, and may be amended, modified or changed only in a writing when signed by both parties.

(b) No term of this Agreement will be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

(c) We each acknowledge that we may correspond or convey documentation via Internet e-mail and that neither party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, neither party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond our reasonable control.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to conflict of law rules. The parties hereto agree that any and all disputes or claims arising hereunder shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration will be conducted in Chicago, Illinois. Any arbitration award may be entered in and enforced by any court having jurisdiction thereof, and the parties consent and commit themselves to the jurisdiction of the courts of the State of Illinois for purposes of any enforcement of any arbitration award. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

(e) If any portion of this Agreement is found invalid, such finding shall not affect the enforceability of the remainder hereof, and such portion shall be revised to reflect our mutual intention.

(f) This Agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action or other right in law or in equity for any matter governed by or subject to the provisions of this Agreement

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