

## Bullitt County Public Schools

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To: Board of Education Board Members

From: Jesse Bacon, Superintendent

Date: January 7, 2019

Re: CF Educational Solutions-Strategic Planning

Attached you will find a contract between Bullitt County Public Schools and CF Educational Solutions, LLC. The purpose of this contract is to initiate and implement a strategic planning process that is based on the following four key insights with rationales identified by CF Educational Solutions:

- **Future Ready Graduates**-School districts who focus on preparing students for real life after high school outperforms those who focus on state tests and state minimum graduation requirements. Boards who haven't established more aggressive goals for students hamper long term performance. Superintendents who focus on compliance and failure avoidance also hamper long term performance.
- **Continuous Improvement**-The key to high performance lies in a systemic approach to developing, deploying and continuously improving processes essential to student success. The Baldrige criteria is a comprehensive strategy to determine strengths, opportunities for improvement and innovation opportunities while strengthening front-line workforce decision-making. Strategic planning and data analytics are two major processes required by Baldrige. The Kalmus Ratio is the fundamental measure of organizational cost-effective performance
- **Technology Integration**-Technology enhances human capacity. Strategically selected technology (software, infrastructure, etc.) in the hands of professional educators enhances their ability to reach more students, more effectively. The effectiveness of technology and the capacity of professional educators to engage that technology is accessible and high performing districts regularly focus on improvement of both. Key areas where technology has proven successful is improving literacy, STEM results and assessment effectiveness.
- **Parent and Business Engagement**-Working with parents and businesses, great schools establish a common vision for success, they work to deregulate the education environment so professional educators can ply their considerable talents, and they work together in collaborative partnerships.

The foundation of this work will be anchored in ensuring students who graduate from Bullitt County Public Schools are provided with **long term life success** by ensuring college/career readiness by improving the educational and operational effectiveness of our school district while collaborating with parent and businesses in the community. We will embed our current work with Envision Learning Partners, Inc. in developing a Bullitt County Public School Profile of a Graduate as the anchor for all strategic planning. Ultimately, ensuring student life success is the most successful indicator of a school district to ensure the economic and workforce is not only consistent but also flourishing to improve Bullitt County, KY.

The total cost of this work is \$59,600 plus 10% in anticipated out of pocket expenses and travel over a 12-month period paid in monthly installments. Funding will be secured through Beam funds for the remainder of the 2019 fiscal year which is a total of \$20,000. This is alignment with the Beam funding contract guidelines on the "First Addendum to In-Lieu of Tax Payment Agreements" which states "to provide deeper learning experiences for students and teachers based on competencies that combine academic, social/emotional and work essential skills for all students." The strategic planning process will be

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anchored in our Profile of a Graduate along with the above key insights will improve programming alignment with our mission, vision, and beliefs in turn creating experiences for students to increase transition readiness along with competencies for life success. This contract has been reviewed by Buckman, Farris and Mills, Inc.

**MASTER ENGAGEMENT AGREEMENT  
BY AND BETWEEN  
CF EDUCATIONAL SOLUTIONS, LLC  
AND  
BULLITT COUNTY SCHOOLS**

THIS MASTER ENGAGEMENT AGREEMENT (the "Agreement"), made and entered into as of February 1, 2019, (the "Effective Date"), by and between CF Educational Solutions, LLC ("CFES") and Bullitt County Schools ("Client"), sets forth the parties' understanding pursuant to which CFES shall be engaged by Client.

**I. SCOPE OF WORK**

The scope of work of CFES's services hereunder (the "Services") shall be set out in Annexes to this Agreement. Each Annex, upon execution by both parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the services to be performed by CFES, key CFES staff members assigned to assist in the performance of such Services and the payment terms for such Services, as well as any other details specified by the parties. Should the Services as described in any Annex change in any material way, an adjustment to CFES' fees and promised delivery dates for such Services may be required. CFES undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the applicable Annex.

**II. STAFFING**

CFES shall assign such staff members as identified in the applicable Annex to perform the Services. Should any of the employees listed in an Annex be unable to perform the Services, CFES may substitute another similarly qualified staff member. CFES may, from time to time and in its discretion, augment the listed staff as needed to perform the Services.

**III. FEES AND DISBURSEMENTS**

CFES shall provide the Services for the professional fees set forth in the applicable Annex.

If any taxes are required to be deducted or withheld from any payments made by Client to CFES hereunder, then Client shall (i) withhold or deduct the required amount and promptly pay such taxes to the applicable tax authority, and (ii) pay additional amounts to CFES so that the net amount actually received by CFES after such withholding or deduction or tax is equal to the amount that CFES would have received had no such withholding or deduction been required or tax been imposed.

All invoices submitted by CFES to Client shall be due and payable upon receipt. CFES reserves the right to impose an interest charge equal to one and one-half percent (1.5%) per month in respect of any invoice which is outstanding for more than thirty (30) days.

#### **IV. TERM AND TERMINATION**

This Agreement shall be effective on the Effective Date and shall continue for a period of twelve (12) months (the "Initial Term") unless otherwise terminated, expiring on January 31, 2020, (the "Expiration Date"). Continuation of this contract will be possible upon request by one party and concurrence by the other party. If this Agreement is terminated in advance of its scheduled completion, Client shall pay to CFES, upon receipt of an invoice, any and all proper charges earned and/or incurred by CFES in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination and shall indemnify CFES as provided in Section V.B. below.

#### **V. GENERAL PROVISIONS**

##### **A. Modification, Cancellation or Suspension of Work**

Upon consultation with CFES, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under any Annex, and, in such event, CFES shall immediately take proper steps to carry out such instructions.

##### **B. General Indemnification**

Client shall indemnify CFES and its present and former officers, directors, employees and agents (collectively, "Indemnitees") against any loss or expense (including, without limitation, attorneys' fees) which any Indemnatee may incur as the result of any claim, suit or proceeding made or brought against such Indemnatee or in which such Indemnatee is asked to participate, based upon any materials CFES prepares, publishes or disseminates for Client and based upon information provided or approved by Client prior to its preparation, publication or dissemination, as well as any claim or suit arising out of the nature or use of Client's products or services or any Indemnatee's relationship with Client, except for losses or expenses that result from any Indemnatee's negligence or willful misconduct.



### **C. Confidentiality**

CFES shall maintain in confidence all information and data relating to Client, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to CFES by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by CFES from Client, or any of its affiliated companies, or created in the course of this Agreement.

CFES shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that CFES shall have the right to disclose Client's name and the general nature of CFES' work for Client in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that CFES can show that the relevant information:

- i) was at the time of receipt already in CFES' possession;
- ii) is, or becomes in the future, public knowledge through no fault or omission of CFES;
- iii) was received from a third-party having the right to disclose it; or
- iv) is required to be disclosed by law.

### **D. Non-Solicitation**

For a period of 3 years after the Term of this Agreement, Client shall not, without CFES' prior written consent, hire, engage or solicit the employment or services of any person who is or was during the term of this Agreement employed by or an independent director of CFES. Client acknowledges that the specialized nature of CFES' proprietary information, trade secrets and other intellectual property are such that a breach of the foregoing covenant would necessarily and inevitably result in disclosure, misappropriation and/or misuse of such proprietary information, trade secrets and other intellectual property and, accordingly, Client acknowledges and agrees that such breach would impose unique and irreparable harm upon CFES and that CFES shall be entitled, in addition to its other rights and remedies, to require, by injunction or decree of specific performance, satisfaction in full of Client's obligations hereunder.

## **E. Force Majeure**

Neither party shall be liable to the other party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause beyond a party's reasonable control.

## **F. Exclusion of Liability caused by Political or Regulatory Decisions**

While Client has engaged CFES to assist it in dealing with certain regulatory or political decisions or actions that may adversely affect Client's business, and while CFES has agreed to provide such assistance, CFES cannot be held responsible for and cannot be held liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

## **G. Governing Law, Submission to Jurisdiction and Consent to Suit**

This agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Ohio as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies. Client submits itself and its property in any legal action or proceeding relating to this agreement to the nonexclusive jurisdiction of any state or federal court of competent jurisdiction, and any other jurisdiction where it or any of its property may be found, and client hereby accepts venue in each such court.

## **H. Dispute Resolution Procedure**

In the event of a dispute, controversy or claim by and between Client and CFES arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable retired judge or JAMS for mediation. The mediation shall take place in Middletown, Ohio.

Except as provided herein, no civil action with respect to any dispute,

controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable costs, fees and expenses, including legal fees, to be paid by the party against whom enforcement is ordered. In addition, should the dispute under this Agreement involve the failure to pay fees and/or Disbursements under Section III hereof, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, CFES' legal fees and costs should CFES prevail.

## **I. Assignment**

Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, CFES, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, CFES, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of CFES, or its permitted successive assignees or transferees.

## **J. Partial Invalidity**

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

## **K. Notices**

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

## **L. Counterparts and Execution**

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

## **M. Survival**

Sections III, IV, and V of this Agreement and the payment obligations described in the Annex(es) shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

## **N. Entire Agreement**

This Agreement and attached Annex(es) constitute the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the parties. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Master Engagement Agreement as of the date first above written.

**AGREED TO AND ACCEPTED:**

**CF EDUCATIONAL SOLUTIONS, LLC**

**BULLITT COUNTY SCHOOLS**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: Robert D. Sommers

By: \_\_\_\_\_

Title: Co-Founder

Title: \_\_\_\_\_

**ANNEX NO. 1 TO MASTER ENGAGEMENT AGREEMENT  
DATED AS OF FEBRUARY 1, 2019**

This Annex No. 1 (this “Annex”) to the Master Engagement Agreement (the “Agreement”) by and between CFES and Client sets forth the parties’ understanding pursuant to which CFES shall provide the below-specified Services to Client.

**I. SCOPE OF WORK**

**Deliverables:**

CF Educational Solutions shall provide the following key work to accelerate Bullitt’s journey to exceptional

1. Working with the board, establish an aspirational vision for the district. Test this vision internally and externally to affirm strong support.
2. Working with the board, establish a clear understanding of governance and position the board for strong community engagement.
3. Working with the senior leadership, develop a set of **strategic objectives** for the district. These objectives would emanate from the board’s aspirational vision. Free from activity, these strategic goals will drive continuous improvement and innovation over the long term.
4. If necessary, work with the senior leadership to develop, test, modify, and deploy mission and values statements. Deployment will include finding consensus 1) within the district’s workforce and 2) outward to the district’s community segments including parents, business, and more.
5. Working with senior leadership and through feedback work with faculty and staff, document **key processes** required for success. Key processes will be consistent with but may exceed AdvancEd standards. Key process documentation will include
  - a. Key process name
  - b. Key requirements of the process
  - c. Key measures of process quality
  - d. Senior leadership ownership of process improvement and deployment
6. Working with senior leadership, develop strong process quality management processes.
7. Engaging professionals external to the district, ascertain the following **current status**.
  - a. Development and deployment of the key processes.
  - b. Status of key process quality where available including the following areas
    - i. Student and stakeholder performance
    - ii. Process quality performance

- iii. Workforce performance
  - iv. Leadership and governance performance
  - v. Market and financial performance
  - c. Current responses to the Baldrige profile questions
  - d. Community commitment to the notion of Future Ready Graduates especially parents and business leaders
  - e. An overarching assessment strategy aligned to board expectations for a graduate.
8. Working with senior leaders, establish a clear **action plan management** process and prioritize the first set of action plans.
  9. Working with the superintendent and board, establish a **performance reporting** schedule for the board including cascading balanced scorecards for each position.
  10. Working with the district leadership team, develop and deploy a strategic performance management system for all levels of the organization from custodian to the board.
  11. Working with the district leadership, establish a comprehensive communication process that assures two-way, action-oriented channels for internal and external communication.

## II. STAFFING

The following key CFES staff members and partners shall be assigned to assist in the performance of the above Services:

<b>Staff Member</b>
Robert Sommers, Project Lead
Jim Lay
Schauna Relue
Chip Logan
Andrea Brady
Andy Calkins or designee

CFES may assign additional staff members and partners as needed to address Agreement Scope. Staff assignments may reasonably change throughout Agreement term based on conditions required to achieve Client objectives.

## III. COMPENSATION

Compensation for services shall be \$59,600. The district shall reimburse the company for out of pocket expenses and travel not to exceed 10% of the total aforementioned compensation. The company shall submit documents/invoices sufficient to demonstrate the amount of out of pocket expenses and travel to the

client. Eighty percent of the compensation will be paid in equal monthly installments over the 12-month agreement. The final 20% will be paid upon satisfactory completion of final deliverables.

#### **IV. TERM AND TERMINATION**

This Agreement shall be effective on the Effective Date and shall continue for a period of twelve (12) months (the "Initial Term") unless otherwise terminated, expiring on January 31, 2020, (the "Expiration Date"). Continuation of this contract will be possible upon request by one party and concurrence by the other party. If this Agreement is terminated in advance of its scheduled completion, Client shall pay to CFES, upon receipt of an invoice, any and all proper charges earned and/or incurred by CFES in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination.

Upon execution by the parties, this Annex to the Master Engagement Agreement is incorporated by reference in and subject to the terms and conditions set forth in the Agreement.

#### **AGREED TO AND ACCEPTED:**

**CF EDUCATIONAL SOLUTIONS, LLC**

**BULLITT COUNTY SCHOOLS**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: Robert D. Sommers

By: \_\_\_\_\_

Title: Co-Founder

Title: \_\_\_\_\_

## **Prior work completed using similar methods and selected assigned staff**

The following represent organizations whose structure and performance were improved by Robert Sommers and Jim Lay using the principles and practices herein proposed.

### Completed

1. Butler Technology and Career Development School District - Ohio
2. Carpe Diem Preparatory Academy – Ohio
3. Cornerstone Schools – Michigan
4. London City Schools - Ohio
5. Metro Tech Center – Oklahoma
6. Oklahoma Department of Career and Technology Education – Oklahoma
7. Tri-County Technology Center – Oklahoma
  
8. Over 40 Cincinnati-area non-profits including 4C for Children, Union Bethel, Free Store Foodbank, and Ronald McDonald House
9. Businesses including Johnson Investment Counsel, United Performance Metals (formerly Ferguson Metals), Gold Star Chili, Monarch Construction, and Priority Dispatch

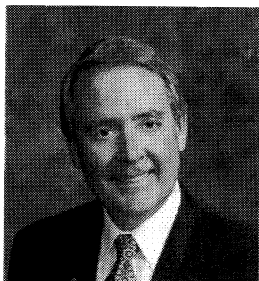
### In process

1. Hamilton City School District – Ohio
2. Madison Local School District – Ohio
3. Springboro City School District – Ohio

The following school districts work with CF Educational Solutions on improving student performance generally.

1. Ashland County-West Holmes School District - Ohio
2. Bethel-Tate School District - Ohio
3. Dayton City School District - Ohio
4. Dooley County School District - Georgia
5. Lebanon School District - Ohio
6. Newton County School District - Georgia
7. Penta Career Technology School District - Ohio
8. Shawnee City School District - Ohio
9. West Clermont School District – Ohio
10. Xenia City School District - Ohio
11. Zanesville City School District – Ohio

## **Project Lead**



Robert is co-founder of CF Educational Solutions. The company's mission is to impact educational transformation by accelerating innovation. Working with school districts, the company seeks to be a catalyst for breakthrough student success growth.

Robert served the Oklahoma and Ohio Governors as Secretary of Education and Education Policy Advisor respectively. During his tenure, both states implemented accountability, talent, choice, and operational reforms. He has also led the Oklahoma Department of Career and Technology Education.

Robert founded two charter management organizations, Cornerstone Charter Schools (Detroit) and Carpe Diem Learning Systems (Ohio). Cornerstone continues to operate schools in Detroit including the Cornerstone Health High School, he designed in 2010.

Sommers served as superintendent of Butler Technology and Career Development Schools. Under his leadership, the district doubled in size, became the highest performing career-technical district, and became known for creative educational programs including blended learning schools like the Butler Tech Arts Academy. Butler Tech was the birthplace of the Kalmus Ratio, the key performance metric used to guide the district.

Robert served in several capacities with the Ohio Department of Education. During his tenure he was instrumental in transforming performance monitoring systems, program evaluation approaches, and career-technical funding systems. Sommers' began his career as an agricultural education teacher. He earned the Ohio Outstanding Young Agriculture Teacher Award in 1985.

Sommers has an earned Doctorate from The Ohio State University where he also earned his Master's Degree. His undergraduate alma mater is Miami University.

Robert has earned widespread state and community recognition for contributions to business, education and community service. These include:

- Recognition in The Power 100 articles in Cincinnati Magazine in 2008-2009
- Referenced in The Rise of K-12 Blended Learning Emerging Models
- West Chester Chamber Alliance Business Person of the Year, 2009
- 2010 Butler County United Way Community Service Person of the Year
- Ohio Outstanding Career Development Administrator, 2003

He has also served in leadership positions in numerous state and national organizations.