

April 1, 2020

Deanna Ashby, Superintendent
Hopkins County School District
320 South Seminary Street
Madisonville, KY 42431

Dear Superintendent Ashby:

Thank you for the opportunity to continue and advance our partnership with you and the Hopkins County School District (HCSD). We are honored to build on the successes and momentum you and the HCSD have created to continue to achieve a positive measurable impact for the students and communities you serve. This letter outlines our plan for continuing our partnership with you and leaders throughout the district to hardwire a culture of engagement, execution and excellence through the implementation of a continuous improvement approach and our Evidence-Based LeadershipSM practices and framework.

Throughout the term of our partnership, Studer Education will provide organizational and leadership development services, stakeholder surveys, executive coaching, and aligned resources to facilitate leaders' planning *and* execution of strategic actions through a continuous improvement approach to results align to the HCSD Strategic Plan and related and priorities.

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

- Continue to facilitate and support District leadership in identifying strategic priorities of the District to maintain consistent progress in quality of improvement efforts;
- Formalize alignment of the District's continuous improvement work to the Baldrige Excellence Framework and / or the Nine Principles® for Organizational Excellence to advance the approach and build sustainability;
- 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 HCSD Strategic Plan and related priorities;
- Facilitate quarterly strategy review and implementation sessions with District leadership to support and manage the strategic innovation and execution work;
- Administer stakeholder surveys 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 satisfaction (internal and external) with services provided;
- Provide ongoing development to leaders aligned with the District's goal of creating consistency in developing and advancing great workplace cultures across the system and to engage leaders in the continuous improvement and action planning process, in alignment with the HCSD Strategic Plan;
- Engage with the 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; and
- Hardwire a culture of continuous improvement, accountability, execution, and performance excellence to ensure the students and stakeholders served by the HCSD receive high quality services and support.

Scope of Partnership Services and Work Planning Approach

Through the resources provided in this agreement, we will implement an integrated and collaborative annual and short cycle work planning approach to maintain alignment to achieving the District's priorities for this partnership together. This work will be guided by the *Menu of Partnership Services* in Addendum I of this agreement, from which the Superintendent and leadership team may select, scope, and sequence work actions annually and on an ongoing basis in consultation with the Studer Education team.

Partnership Services and Resources

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

- Up to six annual onsite visits (at the discretion and scheduling of the Superintendent) are included throughout the term of the agreement to accelerate work towards accomplishing HCSD's partnership priorities.
- 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 Education to provide ongoing coaching and support.
- Access to all current Studer Education 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 improvement efforts. The survey package is inclusive of administration, results reports, and training in the roll out process for all Studer Education surveys that the HCSD may elect to implement. This process involves:
 - Administering online surveys (and in some cases, paper copies) 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 / roll out 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.
- Complimentary access to Studer Education's core 9P (Nine Principles®) online learning platform is provided for up to 3 leaders in the district (by license – additional may be added as desired) to provide additional resources for learning and reinforcing core Evidence-Based LeadershipSM concepts.

Professional Fee and General Terms

Studer Education recommends a multi-year partnership to accomplish the identified goals and priorities and to ensure sustainable results. The term of this engagement is from July 1, 2020 to June 30, 2023. As signer of the agreement, you, Deanna Ashby, may request to discontinue the service of Studer Education if at any time during our engagement you are not satisfied with the services or for other cause or need. Likewise, if Studer Education determines at any time that the HCSD will not achieve its results, we will discuss this with you to adjust our work plan or withdraw without further invoicing.

The annual fee for this partnership will be \$55,800 plus an annual 12% administration fee to cover all travel and materials expenses. Method of payment for this fee will include quarterly installments throughout the contract term. Each installment will equal \$15,624.

Quarterly payments are due on the following schedule: August 31, November 30, February 28, May 31.

Studer Education requests that the Hopkins County School District 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 Lisa Burgess. Lisa may be reached by phone at 850-898-3866 or via email at lisa.burgess@studereducation.com.

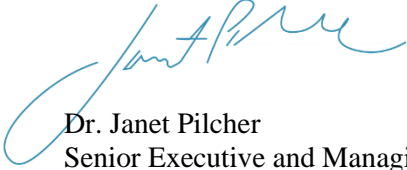
The business terms found in Addendum II apply to this agreement.

* * *

As acceptance of the above, please print this document, sign and return it in its entirety to us via fax, 850-898-3949, attention Ryan Hess or via email to ryan.hess@studergroup.com.

On behalf of our Studer Education team, I want to thank you for the opportunity to continue to serve the Hopkins County School District. We look forward to continuing and advancing this work 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 and Managing Director
The Studer Group, L.L.C. d/b/a Studer Education

Hopkins County School District

Agreed and accepted:

Deanna Ashby
Superintendent

Date

Hopkins County School District Accounts Payable Contact for invoice submissions:

Name: _____

Phone: _____

Email: _____

Addendum I: Menu of Partnership Services

Service Areas	Sample Actions
Reflection, Diagnosis and Planning: Identify Top Organizational Priorities & Develop Plan to Address	<ul style="list-style-type: none"> Engage with the leadership team, and others as designated, in a retreat or other setting to engage in organizational reflection exercise to: <ul style="list-style-type: none"> Recharge – by reviewing, harvesting, and celebrating wins from the district’s continuous improvement journey to-date Reflect – on past organizational priorities and how those have evolved based on successes and challenges in the district Reset – on our current organizational state and where we want and need to go in the future Restart – our partnership and action planning process to prioritize, scope, and sequence our work and focus Optionally administer an online Organizational Assessment to gather perception data from leaders around current organizational effectiveness, alignment and readiness for change; and use results to support the planning of next steps Using the data gathered through the above processes, 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 and district’s priorities and expectations related to the scope of work together (ongoing in each year of partnership) Develop a 90 to 120-day work plan aligned to the Annual Plan to begin executing on priorities together (ongoing throughout partnership)
Formalize Alignment of District Work to the Baldrige Excellence Framework and Nine Principles® of Organizational Excellence	<ul style="list-style-type: none"> Throughout the partnership, continue to both formally and informally align the work to the Nine Principles® of Organizational Excellence and the Baldrige Excellence Framework As the work continues to advance, consider conducting a gap analysis via a self-assessment tool with the district leadership team (such as easyInsight, Baldrige Excellence Builder, etc.) to identify strengths and potential gaps Based on the identification of gaps and the degree to which those represent authentic priorities for the district, determine if the district will write and submit an application for a state-level award to the Kentucky Center for Performance Excellence If desired, provide consultative support for the district to make application (at one or more award levels over time) to the Kentucky Center for Performance Excellence for consideration of a state-level award Continue to integrate and align the work of leaders to the Baldrige Excellence Framework and category areas and/or Nine Principles® into the District’s core continuous improvement processes, providing additional training as needed
Facilitate Strategy Execution Sessions and Hardwire the Short Cycle Action Planning Processes with Leadership	<ul style="list-style-type: none"> Facilitate strategy development, execution, and adjustment sessions with the leadership team to support and debrief on progress measures and actions: <ul style="list-style-type: none"> Annual strategy development sessions to review data from the prior year, develop annual goals (aligned to the strategic priorities and needs) for the upcoming year, and determine key actions & initiatives Quarterly strategy (action & outcome) review and adjustment sessions Train on short cycle meeting processes and tactics to create a continuous improvement process with the leadership team: <ul style="list-style-type: none"> Tight integration of executive team Scorecard review and adjustments during the quarterly sessions Developing and implementing a pillar-based meeting agenda format (or similar) for additional leadership sessions to support the short cycle implementation approach

Cascading the Short Cycle Action Planning Approach to All Department and School Leaders	<ul style="list-style-type: none"> • Develop and implement a formalized process for replicating the strategy sessions and short cycle action planning processes with school and department leaders in alignment with their respective Scorecards • Support key district leaders in their implementation/leadership of this approach with other school and/or department leaders, based on their areas of responsibility • Provide training to school leaders to support their implementation, and resources to enable them to integrate the pillar-based meeting agenda format in planning sessions with their faculty and staff
Implement the Organizational Scorecard to Align District, Department and School Action Planning and Execution	<ul style="list-style-type: none"> • Continue to implement and advance the Organizational Scorecard process to operationalize the district's strategic plan • Identify annualized goals for inclusion on the District Scorecard • Create and cascade the District Scorecard to leaders throughout the organization to support aligned action planning and implementation of plans (process can be scaffolded over time to achieve needed alignment across the organization) • Provide training to leaders on using the Scorecard process to create aligned school and/or department Scorecards with an emphasis on identifying and/or developing time-bound strategic actions and progress monitoring measures • Update and review progress monitoring measures and strategic actions throughout the year in alignment with data and desired outcomes
Stakeholder Survey Analysis and/or Administration (Ongoing)	<ul style="list-style-type: none"> • Administer Studer Education's stakeholder surveys to inform leadership actions for creating best-place-to-work cultures, improving service to stakeholders, and to provide additional tools and metrics for implementing a district-wide approach to continuous improvement. <ul style="list-style-type: none"> ○ Employee engagement ○ Parent satisfaction ○ District support services ○ Student engagement • Survey administration services for Studer EducationSM surveys to include: <ul style="list-style-type: none"> ○ Administration of online surveys and provision of URLs for sharing with and completion by designated audiences ○ Draft emails with URL announcing the surveys ○ Provision of Results Reports, with analysis by district, department and school ○ <i>Note</i> that a printable paper version of each survey instrument may be provided upon request as well, with District personnel having access to the online system to hand enter paper surveys as needed ○ Train leaders to communicate / roll out the results • Incorporate results into the continuous improvement planning-and-execution process • Present annual results to the leadership team and board, and integrate this process into District, Department, and School Scorecards
Facilitate and Hardwire Leadership Development Institutes (data driven and ongoing)	<ul style="list-style-type: none"> • 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. Topics include survey results roll out training, leader rounding, high-middle-low performance conversations, communicating using key words at key times, reward and recognition, 30/90-day new employee meetings, non-compliance and other difficult conversations, etc. • Provide training to leaders on developing measurable annual goals (aligned to district, department, and/or school priorities and needs), identifying intra-year and annual monitoring measures, and implementing strategic actions to accomplish goals • Integrate trainings into formalized Leadership Development Institutes (LDIs) with to teach and practice tactics to develop high performing leaders throughout the organization • Identify a key district leader or team of leaders and build their capacity for beginning to assume a greater planning and implementation role for the LDIs and develop aligned

	<p>protocols and processes to hardwire the approach so it won't be leader-dependent to continue in the future.</p> <ul style="list-style-type: none"> • Provide access to Studer Education's core Nine Principles® (9P) online learning platform for up to 3 leaders in the District by license (additional may be added) to provide curriculum and additional resources for learning and reinforcing core Evidence-Based LeadershipSM concepts for learning in between onsite visits • Provide executive coaching to the Superintendent and those designated for assuming responsibility of LDIs and other key elements of the performance excellence work in between onsite visits (via video and teleconferencing)
Implement the Organizational Scorecard to Align District, Department and School Action Planning and Execution	<ul style="list-style-type: none"> • Implement Studer Education's Organizational Scorecard process and online tool to operationalize the Strategic Plan • Identify annualized goals for inclusion on the District Scorecard • Create and cascade the District Scorecard to the executive team and build a communication and implementation plan to cascade to leaders throughout the organization to support aligned planning and actions (includes operations and academic leadership) • Update and review progress monitoring measures and strategic actions throughout the year in alignment with data and desired outcomes and communicate progress throughout the year to the board
Superintendent & Executive Team Leader Evaluations	<ul style="list-style-type: none"> • Align 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
Validation Tools	<ul style="list-style-type: none"> • Create validation tools for strategic actions aligned to Strategic Plan Pillars • Work with the superintendent to validate areas of need and highest priorities • Apply validation process with leaders
Board Development	<ul style="list-style-type: none"> • 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: 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 Intellectual Property We will retain sole and exclusive ownership of all right, title and interest in our work papers, proprietary information, survey items, 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.

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 Kentucky 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 Madisonville, Kentucky. 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 Kentucky 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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