

MASTER DEVELOPMENT AND SERVICES AGREEMENT

This Development and Services Agreement ("Agreement") is entered into this November 11, 2021 (the "Effective Date"), between Battelle for Kids ("BFK"), located at 4525 Trueman Blvd., Hilliard, Ohio 43026 and Boone County Schools ("Customer") located at 8330 US Highway 42, Florence, KY 41042.

Customer desires that BFK develop certain Deliverables that shall be defined in separate Statements of Work to be mutually agreed upon in writing by the parties and subject to the terms and conditions of this Agreement;

BFK desires to develop such Deliverables for Customer under the terms and conditions of this Agreement; and

Customer desires to retain BFK for its experience and abilities in connection with creating, revising, updating or troubleshooting relating to the Deliverables, and has offered to engage BFK to render such services (hereinafter the "Services") to Customer, which shall be specifically described in Statements of Work as mutually agreed by the parties and as attached hereto;

In consideration of the mutual covenants, terms and conditions expressed, the parties agree as follows:

1. DEFINITIONS

1.1. "Acceptance Criteria" shall be defined for each Deliverable in each Statement of Work.

1.2. "BFK Existing Technology" means any BFK tool which may (or may not) have copyright, patent and/or trade secret rights.

1.3. "Change Request" means a document detailing additional features, enhancements or other modifications as set forth in Section 3.

1.4. "Confidential Information" means any proprietary business and or technical information disclosed by Customer or BFK to the other in relation to this Agreement.

1.5. "Deliverables" means those goods (including Software) and Services developed or performed by BFK and provided to Customer pursuant to a Statement of Work. Deliverables are defined as material separate from BFK Existing Technology that are contained, integrated and/or embedded in the Deliverables.

1.6. "BFK Fee" means those fees set forth in the Statement of Work.

1.7. "Documentation" means the manuals and other related materials, including without limitation any training materials, installation documentation and documentation for the Software, in whatever medium regarding the proper installation and use of the Deliverables described therein, and all updates, new versions and any other modifications made to such materials.

1.8. "BFK Intellectual Property" means any invention, discovery, improvement, copyrightable work, trademark, trade secret, and know-how and related rights. Intellectual property includes, but is not limited to, individual or multimedia works, records of confidential information, data, instructional materials, tests, research findings. Intellectual property may exist in a written or electronic form, and may be in the form of text, multimedia, computer programs, spreadsheets, formatted fields in records or forms within files, databases, graphics, digital images, video and audio recordings, live video or audio broadcasts, two or three-dimensional works of art, slides, charts, transparencies, other visual/aural aids or CD-ROMS.

1.9. "New Technology" has the meaning provided in Section 9.2.



1.10. "Object Code" means the machine-readable computer code that (a) enables the computer to execute a program, (b) is derived from the Source Code to the product by a process generally referred to as compiling and (c) may be stored in a variety of magnetic media or other formats.

1.11. "Software" means Object Code and Source Code of the Deliverables as set forth in the Statement of Work which include without limitation, any and all enhancements, bug fixes, updates, new versions, ports, localized versions and other modifications made for such products that are provided to Customer pursuant to the terms of this Agreement.

1.12. "Source Code" means the underlying computer program, which (a) comprises a product, (b) is readable by human beings when displayed on a monitor or printed on paper, regardless of the media on which the product is stored, and (c) that must be translated by a process generally known as compiling into Object Code before the product can be executed by a computer.

1.13. "Specification" means the specifications for the Deliverables as set forth in a Statement of Work.

1.14. "Statement of Work" means a document substantially in the form attached as Exhibit A and signed by authorized representatives of both parties under which BFK agrees to create Deliverables and/or perform Services for Customer.

1.15. "Term" has the meaning provided in Section 15.1

1.16. "Warranty Period" has the meaning provided in Section 13.2.

2. SCOPE OF WORK

2.1. BFK agrees to use commercially reasonable efforts to develop for Customer the Deliverables, and provide to Customer the Services, in accordance with the Specifications set forth in the executed Statements of Work referencing this

Agreement. The terms of each respective Statement of Work are intended to establish the Specifications, schedules, outputs, and other services associated with the Deliverables and the Services. The terms and conditions of this Agreement will govern additional Statements of Work. Although the parties agree to consider additional work efforts, there is no assurance that additional Statements of Work will be authorized or agreed upon.

3. REQUESTED CHANGES.

3.1. If Customer desires a variation to any Statement of Work, it will supply a Change Request to BFK. A Change Request must specify in sufficient detail the change to be considered. If Customer supplies a Change Request, BFK shall conduct an analysis of the impact of the request on the price, schedule, Deliverables and/or Services of the relevant Statement of Work and submit a written summary to Customer. BFK reserves the right, for a significant work effort associated in an impact analysis for a Change Request, to charge Customer on a time and materials basis, using the time and materials services rates specified in the Statement of Work to which the Change Request applies or as otherwise mutually agreed by Customer and BFK, for the analysis.

3.2. Once the impact analysis of a Change Request has been completed, it shall be submitted in writing to Customer for approval. Change Requests shall only be acted upon after they have been agreed and duly authorized in writing by both BFK and Customer. Neither party will have any obligation to execute a Change Request.

3.3. The parties will discuss progress made on the Deliverables and issues that may arise with respect to the Services during the status meetings as required under a Statement of Work. Either party will notify the other promptly upon learning of any event that may impact the Deliverables or the Services.

4. DEVELOPMENT, DELIVERY AND SERVICES

4.1. BFK will use commercially reasonable efforts to develop and deliver the Deliverables and provide the Services to Customer in accordance with the applicable schedule set forth in the relevant Statement of Work. Customer agrees that BFK shall not be responsible for delays in the development or delivery of the Deliverables that are beyond BFK's reasonable control.

4.2. If any such delays occur, the delivery schedule of the Deliverables/Services and the associated fees shall be adjusted by a period equal to the period of such delay.

4.3. BFK shall designate in Statements of Work from time to time which of its employees or consultants are to provide the Services thereunder. BFK shall be entitled to change the persons designated to provide the Services in its reasonable discretion. If Customer is dissatisfied with the performance of any of BFK's consultants or employees performing Services under this Agreement, BFK shall, within seven (7) calendar days of Customer's written notice to BFK, replace such consultant or employee with a person of similar training, experience and qualifications.

4.4. BFK may make and retain in its possession a reasonable number of copies of the Deliverables. Such copies shall remain the property of Customer, except as provided in Section 9, and shall be used by BFK only for the purpose of enabling BFK to satisfy BFK's obligations under this Agreement.

5. PROGRESS REPORTS

5.1. As required under a Statement of Work, BFK agrees to provide Customer with written progress reports showing the status of the Deliverables being developed hereunder, and to participate in other status review meetings with Customer, at such times agreed upon by the parties. Participation in such meetings may occur via teleconferencing. Such review meetings will be for the purpose of:

- 5.1.1. reviewing the progress of the development of the Deliverables and the Services provided by BFK; and

5.1.2. formulating, if necessary, details of development activity in the following weeks or details of the Services to be provided in the future; Acceptance Criteria, installation and training schedules.

5.2. Additional meetings will be held as reasonably requested by either party.

6. MAINTENANCE, INSTALLATION, TRAINING AND TECHNICAL SUPPORT

6.1. The maintenance, installation, training, and/or other technical support, if any, which BFK will perform in connection with the Deliverables are as set forth in the Statements of Work.

7. PAYMENT

7.1. Customer shall pay to BFK the BFK Fee and other fees specified in, and in accordance with, the payment schedule set forth in the relevant Statements of Work.

7.2. Unless otherwise set forth in a Statement of Work, Customer shall be responsible for all related out of pocket expenses, such as travel, lodging, printing, communication fees, etc., incurred by BFK during the performance of Services pursuant to a Statement of Work.

7.3. Customer shall be responsible for the payment of all taxes, duties and licenses, including taxes paid or payable by BFK or which BFK is required to collect, in connection with the performance of this Agreement, the delivery of the Deliverables, the provision of the Services, or arising from the use, operation or possession of the Deliverables or any part thereof, excluding any taxes based on BFK's income and any income, payroll or other withholding taxes. If either party is exempt from any taxes, the exempt party shall provide the other party with the necessary documentation required by the taxing authority to sustain such an exemption.

7.4. Payment of all invoices shall be made by Customer within thirty (30) days from the date of each invoice.

7.5. All fees shall be deemed overdue if, unless disputed, they remain unpaid thirty (30) days after they become payable. All overdue amounts shall bear interest at the rate of one and one-half percent (1½ %) per month or the maximum legal rate, whichever is lower. Customer shall reimburse BFK for all reasonable costs incurred (including without limitation reasonable attorneys' fees) in collecting past due amounts.

8. DELIVERABLES ACCEPTANCE

8.1. Unless otherwise stated in the Statement of Work, Customer shall advise BFK in writing within twenty (20) days of receipt of the Deliverables whether Customer accepts or rejects such Deliverables in accordance with the Acceptance Criteria. In the event that Customer does not respond in writing within such twenty (20) day period, then the Deliverables shall be deemed accepted. If Customer rejects the Deliverables, then Customer shall provide to BFK a written statement of the reasons for such rejection. Upon rejection, BFK shall correct such errors within twenty (20) business days and resubmit the Deliverables to Customer for evaluation pursuant to this Section.

9. OWNERSHIP

9.1. Customer acknowledges and agrees that BFK shall remain the sole and exclusive owner of all right, title, and interest in and to the BFK Existing Technology and Intellectual Property. Customer acknowledges that it acquires no rights under this Agreement to the BFK Existing Technology and Intellectual Property other than the limited rights specifically granted in this Agreement.

9.2. The parties agree that performance under this agreement may result in the development of new concepts, software, methods, techniques, processes, adaptations and ideas which may be embedded in the Deliverables ("New Technology") and agree that any New Technology shall belong to BFK.

9.3. In consideration of Customer's payment of the license and other fees specified in a Statement of

Work, and Customer's covenants contained herein, and subject to Customer's compliance with the terms hereof of in the Statement of Work, BFK hereby agrees to grant to Customer a worldwide, nonexclusive, nontransferable right and license (without the right to further sublicense) to use the Deliverables and BFK Intellectual Property specified in a Statement of Work solely for Customer's internal use..

9.4. The terms of each license shall be set forth in a Statement of Work and remain in force until Customer stops using the Deliverable or until BFK terminates the license pursuant to the terms therein.

9.5. To the extent that any BFK Existing Technology and/or New Technology is included in the Deliverables, BFK grants to Customer a royalty-free, non-exclusive license to use, reproduce and distribute the BFK Existing Technology during the term of this Agreement solely as part of the Deliverables.

9.6. Customer may not (a) disassemble, decompile or reverse engineer the BFK Existing Technology, Intellectual Property and/or New Technology, (b) use the BFK Existing Technology, Intellectual Property and/or New Technology in any manner outside of the scope of this Agreement, or (c) perform or permit any sublicensing or other distribution of the BFK Existing Technology, Intellectual Property and/or New Technology in any form.

9.7. BFK shall promptly disclose to Customer any third party materials embodied in any Deliverable that would require a license for Customer to use such Deliverable.

10. NONDISCLOSURE

10.1. Unless expressly authorized in writing by BFK, Customer agrees to retain the Confidential Information including Student and Educator data in confidence and will not copy or disclose the Confidential Information to any third party or use the Confidential Information for any purpose other

than as permitted by BFK. Customer agrees to protect BFK's Confidential Information disclosed to it to the same extent and in the same manner that it would protect his own confidential information, but in no event will such efforts fall below a level of reasonable care. Confidential Information may only be disclosed to the Customer's employees and then, only to the extent that such employees have a specific need to know of the Confidential Information. Before receiving any part of the Confidential Information, Customer's employees will be required to read this Agreement and acknowledge and agree to abide by Customer's obligations hereunder.

10.2. Customer will notify BFK promptly upon discovery, of the loss of any item containing Confidential Information and of any circumstances of which it has knowledge surrounding any unauthorized possession, use or knowledge of Confidential Information.

10.3. Notwithstanding any other provisions of this Agreement, each party hereto acknowledges that Confidential Information will not be deemed to include any information which:

10.3.1. is or becomes publicly known through no wrongful act of Customer;

10.3.2. is, at the time of disclosure under this Agreement, already known to Customer as proven by a dated writing;

10.3.3. is lawfully and without breach of any agreement, in Customer's possession other than from a disclosure by BFK; or

10.3.4. is independently developed by Customer without breach of this Agreement.

Provided however, that Confidential Information shall not be deemed to be in the foregoing categories merely because such Confidential Information is embraced by more general information in the public domain or in the possession of Customer.

10.4. Customer will be relieved of his obligation hereunder if and to the extent that Confidential Information:

10.4.1. is disclosed pursuant to the lawful requirement of a Governmental Agency, or disclosure is required by operation of law, provided that Customer has given notice to BFK and has made a reasonable attempt to obtain a protective order limiting disclosure and use of the information so disclosed; or

10.4.2. is explicitly approved for release by written authorization of BFK.

10.5. All right title and interest in Confidential Information, including permitted copies, shall be deemed the property of BFK. Customer will, upon the request of BFK, return to BFK all copies of the Confidential Information.

10.6. No license, express or implied, in the Confidential Information is granted to Customer other than to use the information in the manner and to the extent authorized by this Agreement. BFK will retain the title and full ownership rights to BFK's Confidential Information. Any intellectual property that results from this Agreement shall be owned by BFK.

10.7. Customer represents and warrants that it will take all actions necessary to ensure that Customer's shareholders, members, directors, officers, agents, employees, affiliates, subsidiaries, parents, partners, joint venturers, consultants, and any entity Customer manages or controls and their shareholders, members, directors, officers, agents, employees, affiliates, subsidiaries, parents, partners, joint venturers and consultants, will not directly or indirectly claim ownership in or apply for any intellectual property right confusingly or substantially similar to BFK's Confidential Information.

10.8. Customer agrees not to use, and shall not permit or assist any third party to use, any Confidential Information to procure a commercial advantage over BFK or an advantage which is in any way likely to be prejudicial, whether directly or indirectly, to BFK. The obligations of Customer under this paragraph shall survive the termination of this Agreement.

10.9. Notwithstanding termination, Customer's duty to protect Confidential Information and not use the Confidential Information will remain in full force and effect until such information is no longer Confidential Information. The obligations of Customer under this paragraph shall survive the termination of this Agreement.

10.10. Either party may disclose the general existence and nature of this Agreement, but may not disclose the specific terms of this Agreement without the prior consent of the other party.

10.11. Customer and BFK will comply with the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA) in all respects. For purposes of this Agreement, Customer and BFK will use data collected and shared under this Agreement for no purpose other than research authorized under 34 C.F.R. §99.31(6)(i). Customer and BFK agree to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this Agreement.

11. EXPORT. Customer shall not export Deliverables from the United States without the express written consent of BFK.

12. COMPLIANCE WITH LAW. Customer and BFK will comply with all applicable federal, state and local laws, rules and regulations in connection with this Agreement and any SOW. Customer shall secure and maintain in force all required licenses, permits and certificates relating to any SOW.

13. REPRESENTATIONS AND WARRANTIES.

13.1. BFK represents and warrants to Customer that each Deliverable hereunder developed by BFK will substantially conform to and perform in accordance with the Acceptance Criteria and be free of material defects in design, for a period of ninety (90) days following acceptance by Customer of the applicable Deliverable (the "Warranty Period"). During the Warranty Period, as Customer's exclusive remedy

for breach of the above warranties, BFK shall promptly correct all errors.

13.2. BFK represents and warrants that it has the right to enter into this Agreement, and that there exist no prior commitments or other obligations which prevent BFK from making all of the grants and undertakings provided for in this Agreement. BFK warrants that BFK has the right to make the assignments and grant the licenses granted herein.

13.3. Customer represents and warrants that it has the right to enter into this Agreement, and that there exist no prior commitments or other obligations which prevent Customer from making all of the grants and undertakings provided for in this Agreement.

13.4. EXCEPT AS PROVIDED IN THIS AGREEMENT, BFK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERABLES OR OTHERWISE AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. No oral or written information or advice given by BFK's employees or representatives which is not contained in this Agreement shall create a warranty or in any way increase the scope of BFK's obligations.

13.5. BFK makes no representation or warranty concerning the BFK Existing Technology and/or New Technology licensed hereunder. The BFK Existing Technology and/or New Technology is licensed on an "AS IS" basis and solely for the convenience of Customer in performing its obligations hereunder.

13.6. LIMITATION OF LIABILITY EXCEPT AS SET FORTH IN ABOVE, VIOLATION OF THE PARTIES' RESPECTIVE INTELLECTUAL PROPERTY RIGHTS, BREACH BY PARTIES OF THEIR RESPECTIVE CONFIDENTIALITY OBLIGATIONS, AND BREACH OF THE SCOPE OF THE LICENSES GRANTED HEREIN, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE PERFORMANCE OF OR

ALLEGED FAILURE TO PERFORM THIS AGREEMENT (INCLUDING LOSS OF REVENUE, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OCCURRING, AND (B) IN NO EVENT SHALL BFK'S LIABILITY TO CUSTOMER EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO BFK UNDER THIS AGREEMENT IN ANY CALENDAR YEAR.

14. INDEMNIFICATION

14.1. BFK will indemnify, defend and hold Customer harmless from and against any and all losses, damages, liabilities and expenses (including but not limited to reasonable legal fees, settlement costs, judgments and awards) to the extent resulting from or incurred in connection with any claim or legal proceeding brought against Customer and based on a claim that a Deliverable infringes any issued United States patent or copyright except to the extent that such claim arises out of (a) any Customer requirement or modification to the Deliverables not made by BFK; or (b) any combination of the Deliverables not provided or recommended in writing by BFK. The remedies set forth in this Section shall be Customer's sole and exclusive remedy, and BFK's sole and exclusive obligations with regard to third party claims of intellectual property infringement.

14.2. Should Customer's use of the Deliverables be enjoined or become the subject of a claim of infringement, BFK shall use all reasonable commercial efforts to either (a) procure for Customer the right to continue to use the Deliverables, or (b) replace or modify the Deliverables to make it non-infringing without materially changing the form, fit, operation and function of the Deliverables. If no alternatives is reasonably possible, then the use of the particular Deliverable may be terminated at the option of BFK without further obligation or liability except as otherwise provided herein. In the event of such termination, BFK shall refund to Customer any and all monies paid by Customer with respect to such

Deliverable less depreciation for use on a straight-line basis.

14.3. The foregoing indemnity is conditioned on (i) prompt written notice by Customer of any claim or proceeding subject to indemnity; (ii) BFK's sole control of the defense and settlement of any claim under this Section and (iii) all reasonable cooperation and assistance by Customer party in the defense and settlement of such claim at BFK's expense.

14.4. REMOVED

15. TERM AND TERMINATION

15.1. This Agreement shall commence on the Effective Date and continue in perpetuity unless terminated as set forth below (the "Term").

15.2. Either party may terminate this Agreement and terminate all of its obligations pursuant to this Agreement for convenience with ninety (90) days written notice to the other party. Any existing Statement of Work may continue to completion upon the written agreement of the parties.

15.3. If either party commits a material breach of the terms and conditions of this Agreement, the other party may terminate this Agreement and any existing Statements of Work upon thirty (30) days prior written notice to the defaulting party describing in reasonable detail such breach unless, within such thirty (30) day period after receipt of such notice, all breaches specified therein shall have been remedied.

15.4. To the fullest extent permitted by law, this Agreement and any existing Statements of Work may be terminated at the option of the terminating party upon written notice to the other party upon the occurrence of any of the following events with respect to the other party: (i) a receiver is appointed for such party or its property; (ii) such party makes a general assignment for the benefit of its creditors; (iii) such party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which

proceedings are not dismissed within sixty (60) days; or (iv) such party is liquidated or dissolved.

15.5. Upon termination of this Agreement or any existing Statements of Work for a breach by Customer, all materials containing BFK Existing Technology, Intellectual Property and/or New Technology shall be returned promptly to BFK or destroyed and certified as same by an officer of Customer. The terms covering return of any Deliverable after termination shall be set forth in the Statements of Work

15.6. In the event of termination of this Agreement or any existing Statements of Work for convenience by Customer, BFK will be reimbursed for all costs and commitments incurred by BFK prior to the date of termination, including but not limited to the amount of personnel costs remaining for any persons dedicated to an existing Statement of Work.

16. MISCELLANEOUS.

16.1. Survivability. The provisions of this Agreement which by their nature survive the term of this Agreement shall continue to have full force and effect even after the termination or expiration of this Agreement for any reason.

16.2. Notices. Unless otherwise specifically provided in this Agreement, all notices and other communications required or permitted to be given hereunder shall be in writing, directed or addressed to the respective addresses of the parties set forth above, and shall be either (i) delivered by hand, (ii) delivered by a internationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by registered or certified mail, or (iv) transmitted by facsimile or electronic mail, with receipt confirmed. Such notices shall be effective: (a) in the case of hand deliveries when received; (b) in the case of an overnight delivery service, when received in accordance with the records of such delivery service; (c) in the case of registered or certified mail, upon the date received by the addressee as determined by the Postal Service; and (d) in the case of facsimile or electronic mail

notices, when electronic indication of receipt is received.

16.3. No Assignment. Neither party to this Agreement may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other. Any attempt to assign this Agreement without the prior written consent of the other shall be null and void.

16.4. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, such provision(s) shall be considered stricken from this Agreement, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16.5. Applicable Law. This Agreement shall be governed by and in accordance with the substantive laws of the State of Kentucky without regard to principles of conflicts of law.

16.6. Independent Contractors. The parties to this Agreement are independent contractors and are not partners, joint venturers, agents or representatives of each other. Neither party shall have the power to bind the other, nor shall either party misstate or misrepresent its relationship hereunder, except as expressly provided for herein.

16.7. No Waiver. Neither party shall, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other shall not be construed as nor constitute a continuing waiver of such breach or of breaches of the same or other provisions of this Agreement.

16.8. Force Majeure. Neither party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control; provided, however, that in order to avail itself of

the excuse from performance under this Section, the party seeking such excuse shall demonstrate diligence in notifying the other party and in attempting to remedy any such supervening conditions.

16.9. Entire Agreement. The parties hereto acknowledge that this Agreement is the complete and exclusive statement of agreement concerning the subject matter hereof, and supersedes all prior understandings and other communications

between the parties relating hereto. This Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and that is signed by both parties.

16.10. Section Headings. The section headings used in this Agreement are for convenience only, and are not to be construed as otherwise limiting the provisions set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the Effective Date by their respective duly authorized representatives as set forth below.

BFK
Battelle for Kids

By: _____
Printed Name: _____
Title: _____

Customer
Boone County Schools

By: _____
Printed Name: _____
Title: _____

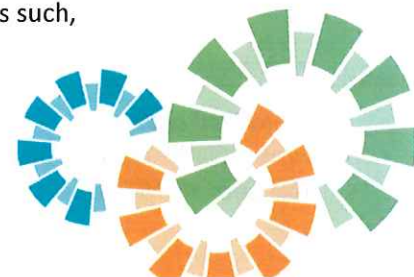
Statement of Work #KYBCS01

This Statement of Work, effective November 2021 through August 2022, is issued pursuant to the Master Development and Services Agreement ("Agreement") by and between Battelle for Kids ("BFK") and Boone County Schools ("Customer") located at 8330 US Highway 42, Florence, KY 41042.

1. Project title: **Portrait of a Graduate & Strategic Planning Services** ("Project").
2. This Statement of Work ("SOW") describes the Deliverables/Services to be provided by BFK for the Project at the fees set forth below and under the terms and conditions of the Agreement and as set forth below.
3. Scope and Approach.
 - A. If the Project involves sharing of information between the parties that is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) it will be done in a manner consistent with FERPA.
 - B. Unless team members are specifically indicated in the space below, BFK will make a project team assignment upon completion of the contracting process. Any project team assignments that are specifically indicated below are subject to change if this SOW is not signed within 30 days of submittal to the client or due to an unforeseen event. BFK may, at its discretion after the 30-day window, substitute a team assignment of equivalent experience and expertise.

BFK shall assign the following team roles to this Project: **PROJECT TEAM WILL BE ASSIGNED UPON CONTRACT COMPLETION.**

- C. BFK shall provide the Services virtually and onsite at Boone County Schools.
- D. **COVID-19 Protocols Notice.** Battelle for Kids continues to closely monitor the COVID-19 pandemic and will continue to make decisions regarding the safety of staff and participants at our events and with engagements based on the recommendations and guidelines from the Centers for Disease Control and Prevention (CDC), and other city, state, and federal agencies. BFK will keep you updated regarding any relevant changes to our policies regarding staff travel that may affect this engagement.
 - i. **For In-Person Meetings:** BFK recognizes policies vary from location to location. In an effort to ensure the safety of staff traveling between locations, BFK requires masks for **all participants** at BFK staff-led or attended meetings. Masks must be well-fitted and cover the nose and mouth. As such, bandanas, face shields and masks with valves/vents are not



permitted. We ask that hand sanitizer be available, and that social distancing is observed. The District/Client will provide guidelines that participants are not to attend if they have experienced an exposure or exhibit symptoms of COVID-19. All meetings will be held in a clean, disinfected, and well-ventilated meeting space. The District/Client will provide support to BFK if any mask conflicts arise.

- ii. **Keynotes/Speeches:** The BFK team member will present with a mask unless more than 10 feet from participants. The District/Client will provide a microphone for the presenter where necessary to comply with this rule.
- iii. **Virtual Option:** BFK has worked to create engaging experiences in a virtual setting that meet or exceed the engagement-level and outcomes from in-person activities. At any time, the district can re-negotiate the SOW to be replaced by, or augmented by, a virtual event for any or all attendees who are not comfortable with these protocols.

- E. BFK agrees to provide the following deliverables and/or reach the following milestones as outlined below. ("Services")

Phase 1: Prepare

Milestone/Deliverable	Description	Est. Timeline
District Leadership Orientation Meeting	A virtual meeting designed to provide a thorough understanding of the strategic planning process to the District Leadership Team	November 2021
Prepare Phase Communications Tools	Resources for communicating with internal and external stakeholder groups during the Prepare phase	November 2021
Project Charter	A guiding document outlining the strategic planning design process	November 2021
Consultation and Capacity Building	Monthly phone call with BFK and the district to review the overall strategic direction of the engagement and build district capacity.	Monthly starting with Orientation

Phase 2: Envision – Portrait of a Graduate

Milestone/Deliverable	Description	Est. Timeline
Portrait Design Team Meeting #1 BFK Onsite	Facilitation of a 2.5–3 hour meeting to kick off the Design Team work	December 2021
Portrait Design Team Meeting #2 BFK Onsite	Facilitation of a 2.5–3 hour meeting around necessary competencies	December 2021 – January 2022

Portrait Design Team Meeting #3 BFK Onsite	Facilitation of a 2.5–3 hour meeting to reach consensus on competencies, description statements, and visuals	January - February 2022
Portrait Design Team Meeting #4	Facilitation of a 2.5–3 hour virtual meeting to finalize the recommended Portrait and recommendations for how it can be actualized in the district	February - March 2022
Graphic Design Support of your Portrait	Battelle for Kids will present 2-3 sketch visuals designed with community input and 2 rounds of adaptations	February - March 2022
Communications Toolkit	Includes talking points, invitation to Design Team members, meeting reminders, community vetting survey questions, thank you emails, and sample messaging for board members and district staff.	Ongoing

Phase 3: Inquire

Milestone/ Deliverable	Description	Est. Timeline
Strategic Design Team Meeting #1 BFK Onsite	BFK will co-facilitate a meeting to collect qualitative perception data from Strategic Design Team members. This will include a SWOT Analysis, 21 st Century System Self-Assessment, Portrait Implications discussion and an Asset Inventory.	March 2022
Current State Analysis Report	Summary report of the proceedings to guide the district into its next steps.	March – April 2022
Communications Tools	Resources for communicating with internal and external stakeholder groups including: <ul style="list-style-type: none"> • Invitations to join Strategic Design Team • Design Team Meeting reminders • Follow-up and thank-you emails 	Ongoing
Consultation and Capacity Building	Continued monthly phone calls with BFK to review the overall strategic direction of the engagement and build the district's capacity.	Ongoing

Phase 4: Design

Milestone/ Deliverable	Description	Est. Timeline
Strategic Planning Framework	Outlines the district's proposed priority areas, recommended metrics and evidence of success, and resources for developing goals and strategies.	April 2022

Strategic Design Team Meeting #2 BFK Onsite	A meeting with Strategic Design Team to vet the priority areas for strategic planning and to unpack strategic framework and feedback from Design Team and develop draft goals and strategies.	April 2022
BFK and Leadership Team (or subset) will trade iterations of the unfolding SP	Either BFK or Leadership Team will draft SP and the other group will vet. There will be weekly hand-offs over about a six-week period.	Weekly – April - May 2022
Strategic Plan Creation Consultation	Technical assistance and resources for scaling district transformation that will help District Leadership develop goals and strategies for each priority area.	Ongoing – May 2022
Strategic Design Team Meeting #3 BFK Onsite	A meeting with Strategic Design Team to vet draft components of the Strategic Plan.	May 2022
Strategic Plan Completion	Facilitator and District Leadership Team engage in the iteration process until the plan is complete and finalized.	June - July 2022
Consultation and Capacity Building	Continued monthly phone calls with BFK to review the overall strategic direction of the engagement and build the district's capacity.	Ongoing
Communications Tools	Resources for communicating with internal and external stakeholder groups including: <ul style="list-style-type: none"> • Design Team Meeting reminders • Follow-up and thank-you emails 	Ongoing

Phase 5: Launch

Milestone/ Deliverable	Description	Est. Timeline
Portrait to Practice Session and Summary Report	Virtual session with District Leadership Team. Report describes both the portrait and strategic planning processes, and recommendations for next steps.	July 2022
Launch Phase Communications Tools	Resources for communicating with internal and external stakeholder groups specific to the Launch Phase Activities	July - August 2022
Consultation and Capacity Building	Monthly phone call with BFK to review on overall strategic direction of the engagement and build district capacity	Ongoing

Phase 6: Succeed

Milestone/ Deliverable	Description	Est. Timeline
Status Check	Virtual session with District Leadership to discuss updates on activities to support the strategic plan	January 2023

Note: All timelines can shift based on actual start date and ground-level realities.

- F. BFK delivery of services and deliverables will commence upon contract signoff.
 - G. BFK will provide regular status updates to Customer indicating project status, issues and risks.
 - H. Acceptance/signoff of deliverables is assumed if no notification indicating otherwise is received from client within 20 days of delivery/fulfillment of services and deliverables as defined above.
4. **Compensation.** The fee summary and anticipated invoice schedule are below. The fees below are inclusive of travel and any other BFK anticipated project related expenses.

Fee Summary	
Portrait of a Graduate & Strategic Planning Services [Member Pricing]	\$79,800

Anticipated Invoice Schedule		
Date	Description	Amount
January 2022	Portrait & Strategic Planning Services: Invoice 1 of 3	\$26,600
April 2022	Portrait & Strategic Planning Services: Invoice 2 of 3	\$26,600
July 2022	Portrait & Strategic Planning Services: Invoice 3 of 3	\$26,600
Total		\$79,800

- 5. **Feedback.** To drive continuous improvement, BFK will gather feedback via online survey or phone regarding services/solutions provided during the engagement.
- 6. **General.** The BFK Project Manager, in conjunction with the project team, may create a project plan based on this SOW. The project plan will adapt with the project. Any material changes to the information in this SOW shall be by written agreement signed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

APPROVALS

The parties have intended their authorized officers to execute this SOW, as of the date entered below,

BFK**Customer****Battelle for Kids****Boone County Schools**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____