

March 24, 2023

Dr. Larry Begley, Superintendent
Russellville Independent School District
355 S Summer Street
Russellville, Kentucky 42276

Dear Dr. Begley:

Thank you for the opportunity to engage with you and Russellville Independent School District (herein also referred to as “Russellville Independent,” “Russellville,” or “the District”) to advance your and your district’s organizational excellence and continuous improvement priorities to ensure the students, families and communities served by Russellville Independent receive the best possible educational and life opportunities. We are honored to serve your district and look forward to taking this journey of excellence in Russellville together. As such, this letter outlines the plans we have discussed for engaging with you and leaders in the District to create a culture of engagement, execution and excellence through the implementation of a systemwide continuous improvement approach and our Evidence-Based LeadershipSM practices and framework.

Throughout the term of our engagement, Huron Studer Education will provide leadership and organizational development, strategic planning facilitation services, executive coaching, and aligned tools and resources to facilitate leaders’ planning *and* execution of strategic actions through a continuous improvement approach to achieve key pillar goals, as defined by Russellville Independent, across areas such as these (provided by way of example – will specifically align to the Russellville Strategic Plan, once developed):

- **Student Achievement** – Measures of student performance, growth, and quality outcomes
- **People** – Employee engagement and workplace culture
- **Service** – Parent and stakeholder satisfaction
- **Quality** – Departmental performance and indicators aligned to job functions
- **Finance** – Measures of financial efficiency and effectiveness in alignment with district needs

Of note, our engagement together includes resources for the development of the new Russellville Strategic Plan at the time of the District’s choosing through the planned allocation of resources and service options provided through this agreement.

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

- Engage with the District leadership team and/or Board (as desired) to initially and annually facilitate the development of a small number of key annual district goals that represent organizational success in Russellville Independent and align to longer-range strategic and organizational excellence priorities;
- Facilitate the development of the Strategic Plan for success in Russellville Independent, to include both goals for student success and additional district priorities that are likewise reflective of organizational excellence and contribute to improved student achievement and quality outcomes;
- Annually facilitate the development, review and alignment of District goals, progress monitoring measures, and key strategic actions to create annual District, Department, and School Scorecards (as the process cascades over time), aligned to the Russellville Strategic Plan and overall organizational excellence priorities;
- Initiate and advance a 90-day strategy development, implementation, and review/adjustment cycle with the leadership team to build a replicable structure of short cycle action planning and execution to achieve priority District results;

- Provide initial and ongoing integrated leadership development aligned with Russellville Independent’s goal of advancing great workplace cultures across the system and to engage leaders in the continuous improvement and action planning process, in alignment with the District’s strategic priorities;
- Incorporate the “voice of the customer” by administering stakeholder surveys (employee, parent, and / or student) on an ongoing basis and use the resulting data to provide additional measures for monitoring and action planning to continuously improve the “Russellville Independent Experience” of students, parents, employees across the District; and
- Create a culture of continuous improvement, accountability, execution, and organizational excellence to ensure the students and stakeholders served by Russellville receive high quality services and support.

Multiyear 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 Superintendent’s and District’s priorities for this partnership together. This work will be guided by the **Multiyear Scope of Services**, from which the Superintendent and leadership team may select, scope, and sequence work actions annually and on an ongoing basis in consultation with the Huron Studer Education team.

Multiyear Scope of Services

Service Areas	Partnership Activities and General Actions
Diagnosis and Annual Work Plan Development to Guide the Partnership Approach	<ul style="list-style-type: none"> • Complete a targeted environmental scan to collect and review existing data to assess current stakeholder perceptions, conditions and district needs (e.g., Board goals and related outcomes, student achievement data, existing stakeholder survey data, etc.) • Engage with the Superintendent, leadership team, and designees to develop a deep understanding of priorities for the upcoming year, in alignment with the Board goals and the District’s mission and priorities • Collaboratively develop a draft Annual Plan to guide the work together (e.g., to scope and sequence the annual work), gather feedback, and revise as needed to fully align with the Superintendent’s priorities and expectations related to the scope of work together (ongoing in each year of the engagement)
Align Core Practices and Processes for Implementing a Systemwide Continuous Improvement Approach	<ul style="list-style-type: none"> • Facilitate an initial annual Strategy Review and Implementation Session with the leadership team to review progress towards achieving current District goals and: <ul style="list-style-type: none"> ○ identify areas working well / on track and those where adjustment may be necessary to achieve the desired outcomes, ○ prioritize / set goals for the upcoming school year aligned to the District goals ○ back map current programs and initiatives to the District goals and complete a start/stop/continue activity to identify gaps and support the prioritization of District resources aligned to the potentially highest-yield actions for the year • Facilitate the prioritization and planning of key actions related to the annual goals • Introduce the concept of 90-day strategy review cycles aligned to the strategic plan / priority implementation process to develop action and execution plans; support the leadership team in developing their implementation plan for the next 90 days • Establish a schedule for continuing and advancing the strategy review and implementation sessions with the leadership team throughout the year
Strategic Plan Development (highly customizable)	<ul style="list-style-type: none"> • Complete a targeted scan of existing relevant data to inform the planning process • Conduct meetings and focus group sessions with the Superintendent and Board for strategic planning process overview, input and direction • Support the formation of and working sessions with a Strategic Plan Advisory Committee to steer and support the strategic plan development process • Facilitate focus groups with other stakeholders to gather additional data and input

	<ul style="list-style-type: none"> Analyze results and focus group data, prepare and present a summary report Incorporate an analysis of any existing stakeholder survey data into the process Review findings with the Strategic Plan Advisory Committee and board and facilitate the development of a draft plan based on the data and stakeholder feedback Engage with district leadership and the advisory committee to identify strategic initiatives, draft goals and metrics, and high-level initiatives aligned to the district's mission, vision, and core values statements Create a feedback loop with stakeholders to inform revisions Finalize the strategic plan using input from all stakeholders Present the proposed final plan to the board along with relevant recommendations
Stakeholder Survey Administration & Analysis (Ongoing)	<ul style="list-style-type: none"> Administer Huron Studer Education's standard stakeholder surveys to inform leadership actions for creating best-place-to-work cultures and to provide additional tools and metrics for implementing a District-wide approach to continuous improvement. <ul style="list-style-type: none"> employee experience parent / caregiver experience student experience district support services Survey administration services for Huron Studer Education 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 Access to online Survey Results Reports, with analysis at the District, Department, and School levels Train leaders to communicate / roll out the results Incorporate results into Scorecards (once implemented) to create improvement plans
Implement the Organizational Scorecard to Align District, Department and School Action Planning and Execution	<ul style="list-style-type: none"> Implement an Organizational Scorecard process to operationalize the 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 Provide training to leaders on using the Scorecard process to create aligned School and Department Scorecards with an emphasis on identifying and/or developing time-bound strategic actions and progress monitoring measures that are aligned to key (measurable) goals for continued improvement Update and review progress monitoring measures and strategic actions throughout the year in alignment with data and desired outcomes (e.g., in strategy review and adjustment sessions – see "Short Cycle Action Planning" section)
Short Cycle Strategy and Action Planning Process	<ul style="list-style-type: none"> Train on short cycle meeting processes to create a continuous improvement process and cadence with the leadership team Facilitate meetings with the leadership team to support and debrief on progress measures and actions, such as (though not limited to): <ul style="list-style-type: none"> Annual strategy development sessions to review data from the prior year, develop annual goals (aligned to the district goals, core values, and priorities) for the upcoming year, and determine key actions & initiatives Quarterly strategy (action & outcome) review and adjustment sessions Support the district leadership team in replicating a similar approach to short cycle meeting and planning processes with school leaders in the district
Leadership Development (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 rollout training, leader rounding, high-middle-low

	<p>performance conversations, communicating using key words at key times, reward and recognition, 30/90 day new employee meetings, etc.</p> <ul style="list-style-type: none"> • 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 • Hold Leadership Development Institutes with leaders (district-based, school leaders, academic, and operational leaders, etc.) to teach and practice tactics to develop high performing leaders throughout the organization • Provide access to Huron Studer Education’s core Nine Principles® (9P) online learning platform for 5 selected 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 other key leaders as identified by the superintendent to join calls) in between formal sessions / onsite visits (via video and teleconferencing)
Validation Tools	<ul style="list-style-type: none"> • Create validation tools for strategic actions aligned to Strategic Plan / Priority Pillars • Work with the Superintendent to validate areas of need and highest priorities • Apply validation process with leaders
Board / Supt. Engagement and Annual Goal Setting (customizable)	<ul style="list-style-type: none"> • Gain board insight for setting annual District / Scorecard goals, targets, and general direction • Engage with the board as an integrated part of the strategic planning process • Hold an annual board retreat as desired to agree on key annual success measures • Support the Superintendent in completing or presenting a mid-year and/or annual report of results to the board, as desired, in alignment with the overall strategic implementation work and approach

Included Resources to Achieve Results

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

- Up to seven (7) days with a consultant/coach annually, which may be virtual or onsite to accelerate work towards accomplishing the goals set forth in this agreement and for engaging in actions such as:
 - Facilitation of annual goal setting sessions / retreats with the leadership team.
 - Providing integrated leadership development and / or formal Leadership Development Institutes.
 - Supporting leaders with the Scorecard development and implementation process, with the survey results rollout process, and in leveraging other related continuous improvement tools and strategies.
 - Providing monthly planning, coordination, and executive coaching calls with the Superintendent (with others to join calls as desired and identified by the Supt.) to check in on 30 to 90-day expectations for the leadership team, to provide integrated coaching, and for Huron Studer Education to provide ongoing support.
- Up to three (3) additional days with a consultant/coach during the year in which the District elects to develop the new Russellville Strategic Plan to provide added resources for the development process as an integrated part of the overall engagement and work together
- Custom development of an online survey / feedback loop to allow stakeholders to review and comment on draft components of the strategic plan is provided to build further engagement in the process and to inform revisions of the draft components.
- Customized draft communication templates will be provided to the district to support announcements and invitations to stakeholders to participate in surveys, community forums, and/or focus group sessions.

- Data analysis services (of input gathered from community forums, focus group sessions, surveys, etc.) will be provided to analyze and share stakeholder perceptions to further inform the strategic plan development process.
- Access to Huron Studer Education standard stakeholder surveys (employee experience, parent / caregiver experience, student experience, and/or district support services) and implementation processes are included to provide additional data and metrics where needed to inform improvement efforts. The survey package is inclusive of online administration, results reports, and training in the roll out process for all Huron Studer EducationSM surveys that the District may elect to implement. This process involves:
 - Administering online surveys and providing URLs to the District for sharing with and completion by designated audience;
 - Drafting emails with URL announcing the surveys;
 - Access to online Survey Results Reports, with analysis at the District, Department, and School levels
 - Supporting and training the Superintendent and leaders to communicate / roll out the results;
 - Presenting survey results to the board, as desired, and providing benchmark data for comparison purposes; and
 - Setting improvement goals for all surveys at the District level for inclusion on the District Scorecard.
- Access to Huron Studer Education’s core 9P online leadership development platform is provided for up to 5 leaders / users 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

Huron 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 May 1, 2023 to July 31, 2026. We serve at the pleasure of the Superintendent, and as such, you may request to discontinue the service of Huron Studer Education if at any time during our engagement you are not satisfied with the services. Likewise, if Huron Studer Education determines at any time that the district will not achieve its results, we will discuss this with you to adjust our work plan or withdraw without further invoicing. In either occurrence, the party requesting cancellation will provide 30-day notice unless the terms of the agreement have been otherwise breached by the other party.

The annual fee for this engagement is \$53,150 plus an annual 14% administration fee to cover all material, ancillary, technology (related to the delivery of included services) and any travel expenses. The professional fee will be invoiced in equal quarterly installments of \$15,147.75 each on the following schedule throughout the engagement term: Jul. 31, Oct. 31, Jan. 31, Apr. 30.

Huron Studer Education requests that the 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.

The general business terms found in Addendum I apply to this agreement.

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As acceptance of the above, please print this document, sign and return it to us via fax, 850-332-5446, attention Ryan Hess or via email to rhess@hcq.com by April 15, 2023. The expiration of terms in our proposals (when not executed during the anticipated timeframe) allows us to keep dates and timelines in our proposals current and to ensure we are able to provide the best possible service to our current clients and to others with whom we may opt to extend an offer. Upon execution by both parties, this letter and its attachments will serve as a binding agreement by and between Huron Consulting Services LLC d/b/a Studer Education and Russellville Independent School District.

Thank you sincerely for this opportunity to serve you and your district. We look forward to this opportunity to collaboratively make a difference in the lives of the students and stakeholders you serve.

Sincerely,



Dr. Janet Pilcher
Managing Director
Huron Consulting Services LLC d/b/a Studer Education

Russellville Independent School District

Agreed and accepted:

Dr. Larry Begley
Superintendent

Date

Accounts Payable Contact for invoice submissions:

Name: _____

Phone: _____

Email: _____

Addendum I: 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 Huron Consulting Services LLC through the Service for benchmarking and industry trend analysis purposes. All data used in conducting benchmarking analysis will be reported in aggregate form only and will not contain your confidential information. Your institutional identity will not be directly associated with institutional data made available to third parties as a result of benchmarking studies and other Thought Leadership activities. Our collection, use, and disclosure of anonymous or aggregated information are not subject to any of the restrictions in Huron’s privacy policy.

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

5. Our Deliverables and Your License Upon full and final payment of all amounts due us in connection with this engagement, all right, title and interest in the deliverables set out in our Engagement Letter will become your sole and exclusive property, except as set forth below. We will retain sole and exclusive ownership of all right, title and interest in our work papers, proprietary information, processes, methodologies, know-how and software

("Huron Property"), including such information as existed prior to the delivery of our Services and, to the extent such information is of general application, anything which we may discover, create or develop during our provision of Services for you. To the extent our deliverables to you contain Huron Property, upon full and final payment of all amounts due us in connection with this engagement, we grant you a non-exclusive, non-assignable, royalty-free, perpetual license to use it in connection with the deliverables and the subject of the engagement and for no other or further use without our express, prior written consent. If our deliverables are subject to any third party rights in software or intellectual property, we will notify you of such rights. Our deliverables are to be used solely for the purposes intended by this engagement and may not be disclosed, published or used in whole or in part for any other purpose.

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

7. Our Warranty We warrant that our Services will be performed with reasonable care in a diligent and competent manner. Our sole obligation will be to correct any non-conformance with this warranty, provided that you give us written notice within 10 days after the Services are performed or delivered. The notice will specify and detail the non-conformance and we will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance.

We do not warrant and are not responsible for any third party products or services. Your sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against us.

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

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

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

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

9. Termination

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

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

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

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

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

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

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

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

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

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

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

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