



## ENGAGEMENT AGREEMENT

### General Terms and Conditions

This is an agreement between **Christian County Public Schools** and **Henry Ford Learning Institute (HFLI)** for Ford NGL Roadmap Phase 3 as described in the accepted proposal attached below (see Appendix A).

### Client

Christian County Public Schools is the Client and is represented in this agreement by Tom Bell, Chairman of the Board of Education, with email address [tom.bell@christian.kyschools.us](mailto:tom.bell@christian.kyschools.us).

### Convening Organization

Christian County Public Schools Education Foundation is the Convening Organization and is represented in this agreement by Bill Munday, Chair CCPS Educational Foundation, with email address [ccpseducationfoundation@gmail.com](mailto:ccpseducationfoundation@gmail.com).

The person responsible for oversight of this contract is Chris Bentzel, Superintendent of Schools, with email address [Christopher.bentzel@christian.kyschools.us](mailto:Christopher.bentzel@christian.kyschools.us). The day-to-day point of contact for coordination of work is Jessica Addison, Assistant Superintendent, with email address [jessica.addison@christian.kyschools.us](mailto:jessica.addison@christian.kyschools.us).

### Start and Length of Agreement

This agreement is valid from date of signature or agreement by email [Date Signed: \_\_\_\_\_ ]

### Compensation

Client will pay HFLI a **total project fee of \$125,600** to complete the project deliverables in Appendix A.

### Invoicing and Payment

Please make all checks payable to Henry Ford Learning Institute. HFLI will invoice Client **according to the payment schedule outlined** below upon signature of this Agreement. Client will pay HFLI within 30 days of the invoice date. HFLI reserves the right to charge interest on any overdue payments at an annual rate of 10% calculated from the due date until payment.

- Invoice 1: **October 1, 2023: \$62,800**
- Invoice 2: **January 15, 2024: \$62,800**

### Cancellation

In the event of the termination of this Agreement after the work has begun, HFLI shall be entitled to receive compensation for all work performed in Appendix A and prior to the effective date of termination, as reflected in the compensation schedule above, except when terminated for cause.

HFLI will make every effort to respond to requests to reschedule a deliverable. Requests to re-schedule must be made at least 21 days prior to the originally scheduled session or will be considered a cancellation. Specific arrangements will depend on HFLI's availability.

### Confidentiality

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and Client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client. Sharing of event photos and media on social media is allowed by both parties.

**Intellectual Property**

A. Excluding any components or modules thereof that are HFLI Intellectual Property (as defined below) and subject to Client’s payment of all fees and expenses owed to HFLI under this Agreement, the materials specifically and exclusively developed by HFLI for Client pursuant to this Agreement (the “Client Materials”), will be deemed work made for hire, as that term is defined in the U.S. Copyright Act, and HFLI hereby assigns to Client all right, title and interest it may have therein.

B. HFLI and Client acknowledge and agree that HFLI may use preexisting materials, content, products, ideas, skills, designs, know-how, methodology, techniques, proprietary computer software, software libraries, tools, algorithms, or other intellectual property owned by HFLI or its licensors, and HFLI may also create additional intellectual property based thereon, in the performance of work under this Agreement (all of the foregoing, the “HFLI Intellectual Property”). Client agrees that any and all proprietary rights to the HFLI Intellectual Property, as it existed as of the date hereof and as it may be modified or created in the course of providing services under this Agreement, including patent, copyright, trademark, and trade secret rights, are the sole and exclusive property of HFLI or its licensors, free from any claim or retention of rights thereto on the part of Client, and Client hereby assigns to HFLI any rights it may have in any of the foregoing.

C. HFLI hereby grants to client a perpetual, worldwide, royalty-free, non-exclusive, non-transferable right and license to use the HFLI Intellectual Property solely as it is incorporated into materials provided by HFLI to Client under this Agreement, only to provide services in the regular course of its business.

D. Client will not copy, use, modify, or distribute any HFLI Intellectual Property except as expressly licensed in this Agreement. Client will not remove the HFLI Intellectual Property from the materials provided under this Agreement or cause or permit the modification, distribution, reverse engineering, decompilation, disassembly or other translation of the HFLI Intellectual Property. Client will not alter, change, or remove from the HFLI Intellectual Property any identification, including copyright and trademark notices, and further agrees to place all such markings on any copies thereof.

**Evaluations and Feedback [Client to make a selection]**

With permission, HFLI will ask participants to complete a short evaluation at the conclusion of the project and selected individual workshops/sessions in order to improve our services. The results will only be used for internal assessment and professional development unless permission is granted for other use.

\_\_\_ Comments written by participants MAY be used in marketing materials.

\_\_\_ Comments written by participants MAY NOT be used in marketing materials.

**Liability**

In no event shall HFLI be liable to Client for Client’s lost profits or other damages.

**Indemnification**

Each party (each, an “Indemnifying Party”) agrees to indemnify and hold the other party and their respective directors, officers, employees and agents (collectively, the “Indemnified Parties”), harmless from and against any and all liabilities, claims, demands, obligations, losses, costs or expenses (including attorney’s fees) that the Indemnified Parties may incur for any damage or injury (including death) arising from or in any way connected or related to the gross negligence or willful misconduct of the Indemnifying Party under this Agreement.

**Law**

This Agreement will be construed in accordance with the laws of MICHIGAN USA, and any dispute will be submitted only to a state or federal court of competent jurisdiction in MICHIGAN, USA.

**Finally**

This agreement cannot be transferred to any other party without permission. If any part of this agreement is unlawful, void, or for any reason unenforceable, then that part shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining agreement.

**AGREED AND ACCEPTED:**

\_\_\_\_\_  
Henry Ford Learning Institute

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
[Client] Christian County Public Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
[Convening Org.] Christian County Public Schools Education Foundation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

Please return an electronically signed copy of this agreement initiated by an eSignature request from HFLI as soon as possible to confirm this engagement for your organization.

**APPENDIX A**

Copy of original proposal as agreed upon by both parties



## Ford NGL Proposal - Phase 3: Plan Christian County, KY

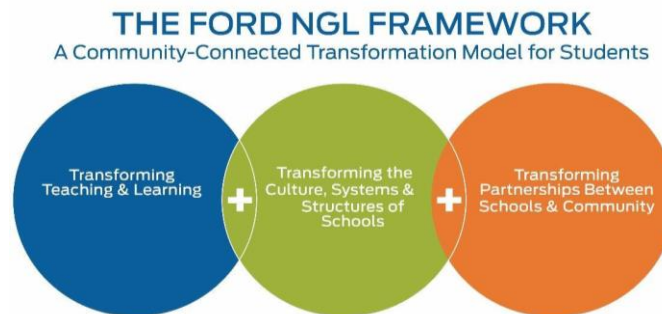
### Overview

Christian County, KY has completed Phase 1: *Explore* and Phase 2: *Envision* of the Ford NGL Roadmap. Christian County School District and The Christian County Chamber of Commerce (Convening Organization) would like to continue into Phase 3: *Plan* of the Ford NGL Roadmap to achieve community-connected transformation.

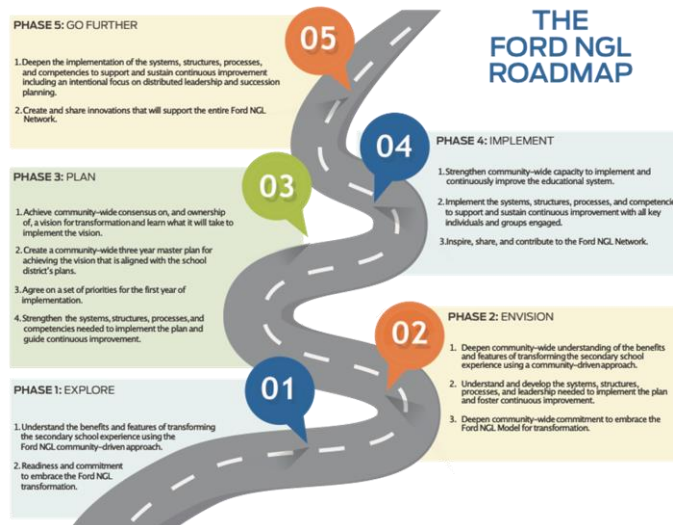
Comprised of an international network of communities, Ford NGL is dedicated to transforming cities, counties, and school systems by leveraging a collaborative, community-driven approach to transforming schools with the intent of increasing prosperity, strengthening talent pipelines, increasing equity, and ultimately preparing and supporting young people for colleges, careers, lifelong learning, and leadership.

### The Ford Next Generation Learning Framework

The Ford NGL Framework consists of three distinct, but interconnected strands designed to transform schools. Implemented in tandem, these three strands—transforming teaching and learning; transforming the culture, systems, and structures of schools; and transforming partnerships between schools and communities—serve as the foundation upon which the Ford NGL change model is built.



Leveraging each of these strands, **The Ford NGL Roadmap** is a critical tool that guides communities through a structured community-connected process of exploring, envisioning, planning for, and implementing transformation.



We, **Christian County Schools** and **The Christian County Public Schools Education Foundation** understand the following Phase 3 joint responsibilities:

- Complete any outstanding key recommendations for Phase 2: Envision.
- Participate in all related activities of Phase 3: Plan, as shown in the Ford NGL Roadmap.
- Collaborate and cooperate with the Ford NGL Coaches on all Phase 3: Plan activities.
- Involve a variety of stakeholders from the community and provide supporting materials, as requested by the Ford NGL team.
- Strengthen community governance structures created in Phase 2 to ensure continuous improvement and sustainability for the community-connected transformation. Key tasks include but are not limited to
  - Identifying district and community leaders to serve on and fulfill the roles and responsibilities of the Steering Committee.
  - Developing and sustaining tactics teams.
- Engage in deep understanding and progress of the Ford NGL sustainability indicators for this community-connected transformation.
- Support and participate in the recommended sequence of events/activities for the development of the community-driven master plan during all remaining phases of the Ford NGL Roadmap, including all orientations and training for the structures, roles, and responsibilities.
- Provide meeting space, meals, and other logistics associated with Ford NGL community gatherings and activities.
- Develop a community-connected Ford NGL master plan, acceptable to all parties, identifying specific goals and measures of success to guide the implementation, sustainability, and continuous improvement of the master plan over a projected three-year period.
- Submit a community-connected Ford NGL master plan for review and acceptance by the members of the Ford NGL National Team a minimum of 8 weeks prior to the scheduled Ford NGL Designation.
- Acknowledge the continuation of the Ford NGL Roadmap beyond Phase 3: Plan and Designation as a Ford NGL Community will require formal acceptance of the community-connected master plan and subsequent signed agreements for Phase 4: Implement.
- Maintain confidentiality regarding the Ford NGL intellectual property to which we have access.
- Support and/or retain key roles outlined in the Community Governance Structures.

We understand:

- The outcomes of Phase 3: *Plan*
  1. Achieve community-wide consensus on and ownership of a vision for transformation and learn what it will take to implement the vision.
  2. Create a community-wide three-year master plan for achieving the vision that is aligned with the school district's plans.
  3. Agree on a set of priorities for the first year of implementation.

4. Strengthen the systems, structures, processes, and competencies needed to implement the plan and guide continuous improvement.
- A Ford NGL Team will provide the following services and deliverables as part of Phase 3: *Plan*
    1. Virtual leadership coaching, guidance, and support for the master plan development based on the needs and priorities of your community.
    2. Facilitate virtual planning sessions to prepare for the on-site visits.
    3. Collaboratively design and facilitate up to four community-wide, on-site visits to work on and assist with the development of the community-connected master plan.
    4. Review existing systems, structures, and processes (such as the employer-partner engagement process and others) needed to implement the plan and refine for efficiency and sustainability.
    5. Review the Ford NGL sustainability indicators to support communities' success. Assist with a plan for communicating the final master plan to the community.
    6. Provide a formal review of your final community-connected master plan.
    7. Guidance and support for your Community Designation Ceremony.
    8. Actively participate in the Designation Ceremony.
    9. Access to the Ford NGL U Exclusive Level for Roadmap Communities for ALL of your community stakeholders.
  - The Ford NGL team may recommend additional activities to help your community prepare for Phase 4: *Implement*. Some activities such as virtually connecting with other Ford NGL communities and participating in Ford NGL U offerings are part of your Phase 3 package. Other activities such as visiting other Ford NGL Communities, Academy Study Visits, workshops, will be at an additional cost.
  - The Ford NGL Roadmap process for community-connected transformation can be up to a four-year journey. Phase 3: Plan of the Ford NGL Roadmap spans an average of 7 months. The option to continue, pause or exit after each Phase of the Ford NGL Roadmap is available.
  - The fee for Phase 3: Plan of the Ford NGL Roadmap is **\$125,600**. The suggested invoicing schedule upon signing an engagement contract is below:
    - October 1, 2023 - \$62,800
    - January 15, 2024 - \$62,800
  - Terms, fees, and deliverables of this proposal are valid 45 days from the date of this proposal. A signed contract must be in place prior to assigning a coaching team, which may take up to 8 weeks.
    - Proposal Date: May 4, 2023