

May 23, 2024

Christopher Bentzel, Superintendent  
Jessica Addison, Director of Instruction  
Christian County Public Schools  
200 Glass Ave  
Hopkinsville, KY 42240

Dear Mr. Bentzel and Ms. Addison:

Thank you for the opportunity to continue to serve you and Christian County Public Schools (herein also referred to as Christian County, CCPS, or the District) through the administration of stakeholder surveys to provide additional data in support of the District's continued work. This letter confirms the plans you have requested and recommends a cost-efficient approach for providing stakeholder survey administration, analysis, and reporting services.

**Through the resources provided for in this agreement, we will (in consultation with the CCPS team):**

- ▼ Provide online stakeholder survey administrations to gain feedback aligned with the District's priorities.
  - o **Employee Engagement** – Assesses employee perceptions of the workplace environment and culture, with emphasis on identifying the role leaders can play in creating or advancing best-place-to- work environments
  - o **Parent/Caregiver Satisfaction** – Affords parents the opportunity to provide feedback on their perceptions and experiences with the school and district
  - o **Student Engagement** – Solicits student voice regarding their feelings and perceptions about their classroom / learning and school experiences
  - o **District Support Services** – Assesses how school leaders and select district customers perceive the services provided by district departments to meet the needs of students.

**Work Planning Approach**

The strength of our coaching team and overall approach is in applying standardized and research-based best practices in school district settings while also implementing the approach in a way that is customized and individualized to each of the districts we serve. We will continue to engage with the district sponsor(s) of this project to develop a detailed workplan and implementation timeline. The goal would be to create a natural cadence that provides key data at key times to inform the best ways to advance the District's strategic goals and priorities.

**Included Services and Resources**

**To advance these goals, the following resources will be provided through this agreement:**

- Survey administration (inclusive of data analysis, and reporting) of the following Studer Education stakeholder survey items:
  - o Employee Engagement Benchmark Items
  - o Parent Satisfaction Benchmark Items
  - o Student Engagement Benchmark Items
  - o District Support Services Benchmark Items
- Up to three (3) planning and debriefing calls with the District executive sponsor(s) related to survey administration to ensure close coordination as needed throughout the process

## Professional Fee and General Terms

Studer Education recommends a multi-year engagement to accomplish the identified goals and priorities and to ensure sustainable results. The term of this engagement is from July 1, 2024 through June 30, 2027. We serve at the pleasure of the Superintendent, and as such, you may request to discontinue the service of Studer Education if at any time during our engagement you are not satisfied with the services. Likewise, if Studer Education determines at any time that the CCPS 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 will be \$16,900 plus an annual 14% administration fee to cover all material, ancillary and any related travel expenses. Payments are due in equal quarterly installments of \$4,816.50 each throughout the engagement term on the following schedule: September 30, December 31, March 31, June 30.

Studer Education requests that Christian County 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.

\* \* \*

As acceptance of the above, please print this document, sign and return it in its entirety to us via email to Jenna Ekulona at [jporretta@hcg.com](mailto:jporretta@hcg.com)

On behalf of our Studer Education team, thank you for the opportunity to continue to serve Christian County Public Schools.



Dr. Janet Pilcher, Senior Executive and Managing Director  
Huron Consulting Services, L.L.C. d/b/a Studer Education

**Professional Fee and General Terms**

**Christian County Public Schools**

Agreed and accepted:

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Name of Authorized Signatory (please print)

Title

---

Signature

Date

**CCPS Accounts Payable Contact for invoice submissions:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## GENERAL BUSINESS TERMS

These General Business Terms, together with the Statement of Work (including any and all attachments, exhibits and schedules) constitute the entire understanding and agreement (the “Agreement”) between the parties with respect to the services and deliverables described in the Statement of Work. If there is a conflict between these General Business Terms and the terms of the Statement of Work, these General Business Terms will govern, except to the extent the Statement of Work explicitly refers to the conflicting term herein.

**1. Services.** (a) Service Provider will provide the services and furnish the deliverables (the “Services”) as described in the Statement of Work and any attachments thereto, as may be modified from time to time by mutual consent.

(b) To the extent Service Provider assists in the preparation of a financial analysis, such analysis is solely for use by Client management for internal purposes. Services are not designed, nor should they be relied upon, to disclose weaknesses in internal controls, financial statement errors, irregularities, illegal acts, or disclosure deficiencies. Any financial or other model that Service Provider creates as part of the Services will be unique to this engagement, based on specific circumstances and assumptions, and may not be appropriate for use when those circumstances and assumptions change. Financial analyses and similar Service Provider Materials may not be shared with any third party without Service Provider’s prior written consent and may be used only for those purposes expressly described in the SOW. Client shall not disclose the name of Service Provider or share the work product with any third party in connection with the sale of securities or in seeking or soliciting investors in the company or its ventures without Service Provider’s prior written consent.

(c) Service Provider is not responsible for identifying Client’s violations of laws or regulations.

(d) Service Provider is not a law firm and is not authorized to provide legal advice or counseling in any jurisdiction. Services are not designed, nor should they be relied upon, to provide legal recommendations. The information provided by Service Provider is not substitute for the advice of legal, human resources, or other applicable professionals.

**2. Intellectual Property Rights.** (a) By providing Service Provider copies of or access to Client Data in connection with this Agreement, Client grants Service Provider the right to use and reproduce such Client Data for the sole, limited purpose of performing the Services under this Agreement; *provided*, that Client retains all ownership rights to such Client Data. For purposes of this Agreement, “Client Data” is broadly defined to include all proprietary data, content, or Confidential Information about Client that is provided to Service Provider for purposes of performing the Services under the SOW.

(b) By providing Client copies of or access to Service Provider Materials in connection with the SOW, Service Provider grants Client the right to use such Service Provider Materials for Client’s own internal use for the purposes for which such Service Provider Materials are provided, subject to any scope limitations identified in the SOW; *provided*, that as between Client and Service Provider, Service Provider retains all ownership rights to such Service Provider Materials. Nothing herein prohibits Service Provider from incorporating third party rights in software or other intellectual property into the Service Provider Materials. For purposes of this Agreement, the term “Service Provider Materials” is broadly defined to include anything Client receives from Service Provider or its agents in performance of the Services, including without limitation Service Provider’s proprietary intellectual property and materials (whether or not registerable as a copyright, trademark, or patent), know-how, software (and any modifications, configurations, or enhancements thereof), and trade secrets, but specifically excluding any Client Data to the extent incorporated in the Service Provider Materials.

(c) The rights of use granted under this Section 2 specifically include the right to create derivative works; *provided*, that such derivative works are subject to the same ownership rights, limitations on scope and permitted purposes as applicable to the original work.

(d) Except as otherwise provided under Sections 9 (d) and 10(b)(iv), the rights granted under this Section 2 will survive expiration or termination of the SOW.

**3. Fees and Taxes.** (a) Client will pay Service Provider the fees and allowable incurred expenses within 30 days of receipt of an invoice, as described in more detail in the attached engagement letter. Such payment will be made via ACH, EHT, or check, in accordance with the terms of the SOW. All amounts that are past due will be subject to a monthly charge of one and one-half percent (1.5%) per month or the maximum rate permitted by the law, whichever is less.

(b) Client will pay all applicable sales, use, excise, value added, services, consumption and other taxes and duties associated with Client’s receipt of the Services and Service Provider Materials, excluding taxes on Service Provider’s income generally; *provided*, that if exempt, Client will provide Service Provider with a copy of Client’s certificate of tax exemption, if applicable.

(c) If Client requires Service Provider to contract with a third-party vendor to facilitate performance of this Agreement, Client will be responsible for all costs associated with such vendors, unless otherwise agreed by the parties in the SOW.

**4. Client Responsibilities.** (a) In order for Service Provider to perform the Services and provide the Service Provider Materials, Client is responsible for the following: (i) providing Service Provider with access to Client’s office space, equipment, data, and access to personnel, as necessary to perform the Services (if applicable); (ii) providing accurate and complete information in response to Service Provider data requests, if any; (iii) making all final decisions and/or approvals needed after consideration of Service Provider’s recommendations; (iv) using all Services provided by Service Provider in a manner consistent with all applicable requirements, rules, regulations and laws; and (v) fulfilling such other responsibilities as may be set forth in the SOW. The activities, conclusions, strategies, suggestions, and recommendations that Service Provider develops and implements represent Service Provider’s experienced judgment based on the information provided to Service Provider.

**5. Warranty.** (a) Service Provider warrants that the Services will be performed with reasonable care in a diligent and competent manner consistent with industry standards. Should the Services not conform to this warranty, Client must notify Service Provider in writing, within

ten (10) days after the Services are performed, specifying the non-conformance in detail. Service Provider will have a reasonable amount of time to correct the non-conformance based on its severity or complexity.

(b) THE WARRANTY SET FORTH IN THIS SECTION IS SERVICE PROVIDER'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY SERVICE PROVIDER MATERIALS AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED. SERVICE PROVIDER DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR ANY THIRD-PARTY PRODUCTS OR SERVICES THAT MAY BE OFFERED IN CONJUNCTION WITH THIS AGREEMENT. CLIENT'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES ARE AGAINST THE THIRD PARTY AND NOT AGAINST SERVICE PROVIDER.

**6. Confidentiality.** (a) To fulfill the obligations hereunder, each party may have access to the other party's information and materials that are confidential and proprietary or should reasonably be considered confidential based on subject matter or circumstances of disclosure ("Confidential Information"). The parties agree that Confidential Information will be protected in a reasonable and appropriate manner and used only for the purposes it was provided or as otherwise permitted by the disclosing party.

(b) Service Provider may obtain Confidential Information of third parties in connection with Client's contracts with suppliers, manufacturers and other vendors. Service Provider will maintain the confidentiality of all third-party Confidential Information, use it in a reasonable and appropriate manner, and only to the extent necessary to perform its obligations in this Agreement.

(c) Confidential Information will only be disclosed to the parties' personnel with a need to know and will not be disclosed to third parties except in the event Service Provider engages a subcontractor to assist in performance of the Services and then only to the extent subcontractor agrees in writing to protect Confidential Information.

(d) All Confidential Information, whether original or subsequent copies, made available to one another must be returned or destroyed at the request of the disclosing party. However, the receiving party may retain one archival copy for recordkeeping or quality assurance purposes and will make no unauthorized use of such copy.

(e) The obligations in this Section will not apply to information to the extent it is: (i) publicly known; (ii) already known to the receiving party; (iii) lawfully disclosed by a third party; or (iv) independently acquired or developed without use of Confidential Information of the other party.

(f) Notwithstanding anything to the contrary above, if any judicial, legislative or administrative body or taxing authority requests or threatens to compel disclosure of Confidential Information, then unless otherwise legally prohibited, the receiving party will promptly notify the disclosing party and will comply with reasonable requests of the disclosing party (at disclosing party's expense) to assist disclosing party in obtaining a protective order and to prevent or minimize the disclosure of any Confidential Information. The receiving party may then disclose Confidential Information only if, and to the extent, required by law or applicable regulation.

(g) Neither party will be deemed in violation of the obligations in this Section to the extent disclosing Confidential Information in connection with potential disclosures under subsection (f) above, to representatives or advisors, who are subject to obligations of confidentiality.

**7. Personally Identifiable Information.** (a) To the extent Service Provider has access to personally identifiable information, Service Provider agrees to use such information only for the purpose of this Agreement and as Client directs.

(b) Client and Service Provider will comply with all applicable laws relating to privacy and the protection of personally identifiable information.

(c) If required, a data processing agreement, data transfer agreement, or similar addenda will set out the terms and conditions of the processing of personal information/data.

(d) Service Provider may, pursuant to the following terms, perform data analytics on Client Data that is identifiable and non-identifiable.

(i) Data analytics performed on identifiable Client Data will be for Client's exclusive benefit (and not shared with any third party). Client hereby grants Service Provider a perpetual, irrevocable license to use the identifiable Client Data for such purposes.

(ii) For the enhancement of Services (e.g., benchmarking, insights, market trends) Client permits Service Provider to de-identify Client Data and aggregate the de-identified data with other Service Provider data sources. To the extent Client Data is aggregated and de-identified for the purposes of this Section, Service Provider will ensure that such data ("De-identified Data") is no longer considered Client Data, personal information, personal data, or Protected Health Information ("PHI") under applicable law.

(iii) Client acknowledges that Service Provider is the owner of De-identified Data, and that Service Provider may use De-identified Data for its business purposes. To the extent Client has any ownership rights in De-identified Data, Client hereby assigns to Service Provider all right, title and interest in such De-identified Data.

**8. Termination.** (a) A party may terminate this Agreement early without cause upon thirty (30) days' advance written notice to the other party, or earlier if agreed by the parties.

(b) A party may terminate this Agreement for cause if the other party materially breaches the terms of this Agreement and fails to cure such breach within fifteen (15) days of receiving written notification of such breach, or as otherwise agreed by the parties.

(d) The termination becomes effective on the last day of the advance notice period required above, or such other date as agreed by the parties (the "Termination Date").

**9. Effect of Termination.** (a) If this Agreement is terminated for convenience by either party, Client will pay Service Provider for all Services rendered, Service Provider Materials provided, expenses incurred, contingent fees earned (if applicable), termination fees (if applicable), or commitments made by Service Provider through the Termination Date in accordance with this Agreement.

(b) If this Agreement is terminated for cause by Client, Client will pay Service Provider for all conforming Services rendered, Service Provider Materials provided, and reasonable expenses incurred through the Termination Date in accordance with this Agreement.

(c) If this Agreement is terminated for cause by Service Provider, all rights granted to Client in this Agreement for continued use of the Services and the Service Provider Materials under Section 2 will terminate as of the Termination Date.

(d) If this Agreement expires or is terminated for any reason, all license rights or other rights granted to Client in the Agreement for access to software or online resources will be extinguished contemporaneously with the termination unless other valid terms exist between Client and Service Provider governing such rights.

(e) The following rights and obligations expressly survive termination of this Agreement: (i) payment for Services rendered, (ii) confidentiality, (iii) indemnification, and (iv) any other provision intended by its express terms or by its nature and context to survive the Term of this Agreement.

**10. Indemnification.** (a) To the extent permitted by law, each party (each, an “Indemnifying Party”) will hold harmless and indemnify the other, its parent and affiliated companies and their respective officers, directors, employees, contractors, and agents (each, an “Indemnified Party”) against any and all direct loss, liability, damage, or expense (“Claim”), including actual attorneys’ fees reasonably incurred, for breach of confidentiality, injury or death of any person, and damage to real or tangible personal property of the Indemnified Party arising out of or in connection with willful misconduct or negligent acts or omissions of the Indemnifying Party’s employees, contractors, or agents, regarding the performance of, receipt of, and use of, the Services provided. However, neither party will be indemnified for any Claim to the extent resulting from its negligence or willful misconduct. The Indemnifying Party will have the right to participate in the defense of any Claim at its own expense.

(b) To the extent permitted by law, each party will defend, indemnify, and hold harmless the Indemnified Party against any third-party claim arising from the Indemnifying Party’s violation of any U.S. copyright, trademark, patent or other U.S. intellectual property rights, so long as the Indemnified Party gives the Indemnifying Party prompt written notice of such a claim. Client agrees to promptly notify Service Provider of any intellectual property rights infringement claim and, as Service Provider requests, Client will cooperate in the defense of such claim. For any claim that Service Provider Materials infringe a third party’s U.S. intellectual property right, Service Provider may, at its option, (i) modify such Service Provider Materials to cure the intellectual property right infringement; (ii) procure for Client the right to continue using the Service Provider Materials pursuant to this Agreement; (iii) provide an alternative means of offering the Service Provider Materials; or (iv) terminate access to the infringing Service Provider Materials until such claim is resolved.

(c) The parties acknowledge and agree that from time to time the parties may be subject to subpoenas or other legal requests for production as a result of the relationship created by this Agreement, including requests made in connection with litigation or other dispute, governmental hearings, investigation or other administrative actions (the “Proceedings”). In such event, the party subject to such Proceedings shall indemnify, defend, and hold harmless the other with respect to all costs incurred and claims resulting from the Indemnified Party’s response to or compliance with any such subpoena, document request, or similar order.

**11. Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW:

(a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY TYPE OF DAMAGES FOR ANY AND ALL CLAIMS, IN AGGREGATE, IN EXCESS OF THE AMOUNT OF SERVICE PROVIDER’S FEES UNDER THE SOW FROM WHICH THE CAUSE OF ACTION AROSE.

(b) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OR LOSS, OR ANY LOST PROFITS, SAVINGS OR BUSINESS OPPORTUNITY, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES.

**12. Equitable Relief.** Service Provider is entitled to equitable relief, including without limitation, injunctive relief and specific performance, in the event of a breach or threatened breach of the confidentiality obligations and licenses granted to Client in this Agreement and its attachments. Service Provider may seek equitable relief in addition to all other remedies available at law or in equity without the requirement to prove actual damages.

**13. Force Majeure.** (a) Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for payment obligations) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party (“Force Majeure Event”).

(b) Upon occurrence of a Force Majeure Event, the non-performing party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. During a Force Majeure Event, the nonperforming party will use reasonable efforts to limit damages to the performing party and to resume its performance under this Agreement.

**14. Suspension.** Service Provider reserves the right to suspend Services in the event of non-payment, breach of rights to use Service Provider Materials or confidentiality obligation, or other material breach. In the event of suspension, Service Provider will not be liable for any resulting loss, damage, or expense connected with such suspension.

**15. Non-Solicitation.** Client recognizes that Service Provider’s personnel have access to Service Provider’s trade secrets and proprietary information and are crucial and necessary to the completion of the project for the Client. During the term of the Agreement, and for a period of one year following its expiration or termination, Client will not directly or indirectly solicit, employ, or otherwise engage a person who participated in the Services under this Agreement on behalf of Service Provider; provided, that this restriction shall not apply to any general solicitation for employees (such as general newspaper advertisements, employment agency referrals, and internet postings) not targeting any such persons, and Client shall not be restricted in hiring any such person who responds to any such general solicitation.



**16. No Relationship, Limited Authority.** (a) Nothing in this Agreement creates any special relationship between the parties, such as a partnership, joint venture, franchise, or employee/employer relationship.

(b) Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner. However, if it is appropriate in the provision of Services that Service Provider review and analyze confidential information of a third party related to contracts between Client and its suppliers, manufacturers or other vendors, Client hereby designates Service Provider as its representative and agent as necessary for such limited purpose.

**17. Client Policies.** If Service Provider personnel are required to comply with Client policies, and Service Provider's policies conflict with Client policies, the parties will work to determine an appropriate solution to ensure that Service Provider's personnel will not be subject to conflicting policies.

**18. Personnel.** Service Provider retains the right to assign and reassign its personnel, as appropriate, to perform the Services.

**19. Subcontract.** Service Provider may use subcontractors in the performance of its Services.

**20. Reference.** Client agrees that Service Provider may refer to Client as a recipient of the Services and may provide Client's name and a general description of the engagement in Service Provider's client lists or marketing materials.

**21. Foreign Taxes.** (a) If Client is required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from payment to Service Provider, then the amount payable by Client upon which the withholding is based, will be paid to Service Provider net of such withholding. Client will pay any such withholding to the applicable tax authority.

(b) However, if after 120 days of the withholding, Client does not provide Service Provider with official tax certificates documenting remittance of the taxes, Client will pay Service Provider an amount equal to the withholding. The tax certificates must be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against Service Provider's corporation income tax.

**22. Assignment.** Each party may, without the prior written consent of the other party, assign this Agreement to a successor-in-interest or to an entity that acquires all or substantially all of such party's assets in connection with a merger, consolidation, or acquisition, provided however, that the scope of the SOW will remain limited to the facilities, usage limits, affiliates or number of users, as applicable, identified in the SOW and will not be expanded due to any assignment of this Agreement as described above. Notwithstanding the foregoing, Service Provider may require successors for the Client to provide written affirmation to Service Provider of Client's obligations under this Agreement.

**23. Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof. 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.

**24. Modification.** This Agreement supersedes all prior oral and written communications between the parties with respect to the subject matter of this Agreement, and may be amended, modified or changed only in a writing signed by both parties.

**25. Dispute Resolution.** (a) This Agreement is governed by and construed in accordance with the laws of the State of Illinois without giving effect to conflicts of law rules.

(b) Any controversy or claim arising out of or relating to this Agreement or any breach thereof will be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Any arbitration will be conducted in Chicago, Illinois. Any arbitration award may be entered in and enforced by any court having jurisdiction thereof, and each party consents and commits itself to the jurisdiction of the federal and state courts located within the State of Illinois for purposes of enforcement of any arbitration award. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Each party will bear its own costs for any dispute, including attorneys' fees.

(c) Notwithstanding the foregoing, the parties will in good faith and for thirty (30) days attempt to resolve any dispute or disagreement arising out of or relating to this Agreement by face-to-face negotiations between an authorized representative of each party. Neither party, however, will be required to pursue this informal dispute resolution process in the event of a dispute regarding an alleged payment, a breach of confidentiality obligations or a violation of intellectual property rights if the party has reason to believe that the delay caused by the informal dispute resolution process would materially harm it.

**26. Notice.** All notices or demands required hereunder shall be in writing and will be served by nationally recognized overnight courier service and will be deemed delivered on the date that the overnight shipping company registers delivery to the appropriate party at the address stated in the SOW, his or her successor, or other designee or officer of the party with a copy to: General Counsel, Huron Consulting Services LLC, 550 West Van Buren St., 17<sup>th</sup> floor, Chicago, IL 60607.

**27. Binding Effect.** (a) If any portion of this Agreement is held invalid, such invalidity will not affect the validity of the remaining portions of the Agreement and the parties will substitute for any such invalid portion, a provision that best approximates the effect and intent of the invalid provision.

(b) The provisions of this Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.

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