



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 4 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.

The person responsible for oversight of this contract is Chris Bentzel, Superintendent of Schools, with email address christopher.bentzel@christian.kyschools.us. The day-to-day point of contact for coordination of work is Kevin Crider, Assistant Superintendent, with email address kevin.crider@christian.kyschools.us.

The person responsible for processing invoicing is Jessica Darnell, Director of Finance, with email address jessica.darnell@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 \$211, 696.00** 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: **December 20, 2024: \$211, 696.00**

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

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 4: Implement
Christian County Public Schools, KY

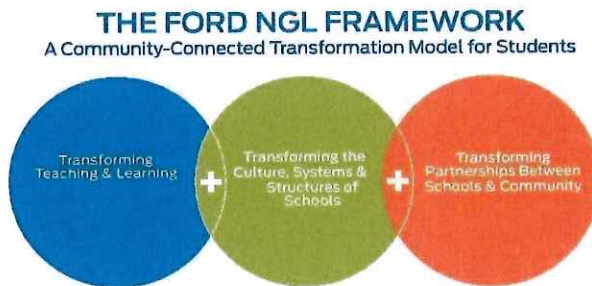
Overview

Christian County Public Schools District, KY has completed Phase 1: *Explore*, Phase 2: *Envision* and Phase 3: *Plan* of the Ford NGL Roadmap. Christian County Public Schools would like Ford NGL’s continued support in Phase 4: *Implement* of the Ford NGL Roadmap to achieve community-connected transformation. Christian County Public Schools and Ford NGL understand this work will begin upon signing and extend through July 31, 2026.

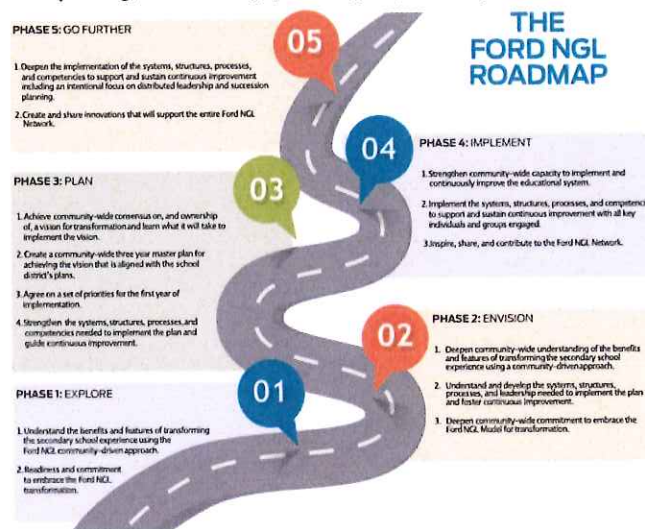
Comprised of an international network of communities, Ford NGL is dedicated to transforming cities, counties, and school systems by leveraging a collaborative, community-driven approach to transforming schools with the intent of increasing prosperity, strengthening talent pipelines, increasing equity, 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.



Christian County Public Schools understands:

- The outcomes of Phase 4: *Implement*
 1. Strengthen community-wide capacity to implement and continuously improve the educational system.
 2. Implement the systems, structures, processes, and competencies to support and sustain continuous improvement with all key individuals and groups engaged.
 3. Inspire, share, and contribute to the Ford NGL Network.

- Ford NGL will provide the following Phase 4 deliverables and services:
 1. Assist in the planning and facilitation of the series of events and meetings for Phase 4 of the Ford NGL Roadmap.
 2. Collaboratively design and facilitate two (2) community-wide, on-site visits annually per year [a total of four (4) visits over two years].
 3. Virtual implementation and leadership coaching including regular meetings based on your community's plan and needs.
 4. Membership to the Ford NGL Leadership Council which includes a network convening for community and district representatives to learn from each other, share best practices, and offer possible solutions to each other's challenges. Event registration fees and travel for two (2) representatives are included for one (1) in-person convening per year.
 5. Membership to the Ford NGL Superintendent Council which includes a network convening for superintendents to learn from each other, share best practices, and offer possible solutions to each other's challenges. Event registration fees and travel for two (2) two representatives are included for one (1) in-person convening per year.
 6. Access to the Ford NGL U Exclusive Level for Roadmap Communities for ALL your community stakeholders.
 7. On-going exclusive professional growth opportunities for the network including role-alike communities of practice known as Ford NGL Circles and other Live/OnDemand offerings via Ford NGL U.
 8. Phase 4 Mid-Year Progress and Recommendations.

- Christian County Public Schools and their named Community Convening Organization share the following joint responsibilities:
 1. Complete any outstanding key recommendations for Phase 3: Plan identified by the Ford NGL coaching team.
 2. Create a scope of work for Phase 4: Implement, which will be determined by the Christian County Schools community-driven master plan and feedback from the community and the coaching team.
 3. Support and participate in the recommended sequence of events/activities outlined in the Christian County Schools community-driven master plan during all remaining phases of the Ford NGL Roadmap.
 4. Maintain and fulfill the roles, structures and responsibilities outlined in the Community Governance Structures and Roles (attachment A) including a District Representative, Community Coordinator, Steering Committee, Tactics Teams and Convening Organization.
 5. Participate, co-lead and/or lead orientations, onboardings and training for the structures, roles, and responsibilities of your Community Governance Structures and Roles (attachment A) including the District Representative, Community Coordinator, Steering Committee, Tactics Teams and Convening Organization.
 6. Onboard, train and support district leaders (district and school-based administrators) and all district staff including, but not limited to CTE and academic teachers, coordinators, and counselors to components of the Ford NGL Roadmap and Ford NGL Community Systems and Structures.
 7. Collaboratively review the Christian County Schools community-driven master plan annually and complete necessary revisions to achieve the goals of your community master plan, which includes the attainment of the Ford NGL long-term outcomes and other community-wide district goals.
 8. Participate in regular calls with the Ford NGL Coaches, Community Coordinator, and District Representative.
 9. Collaboratively design, facilitate and host on-going events to monitor progress including but not limited to the Annual Retreat and Mid-Year Retreat.

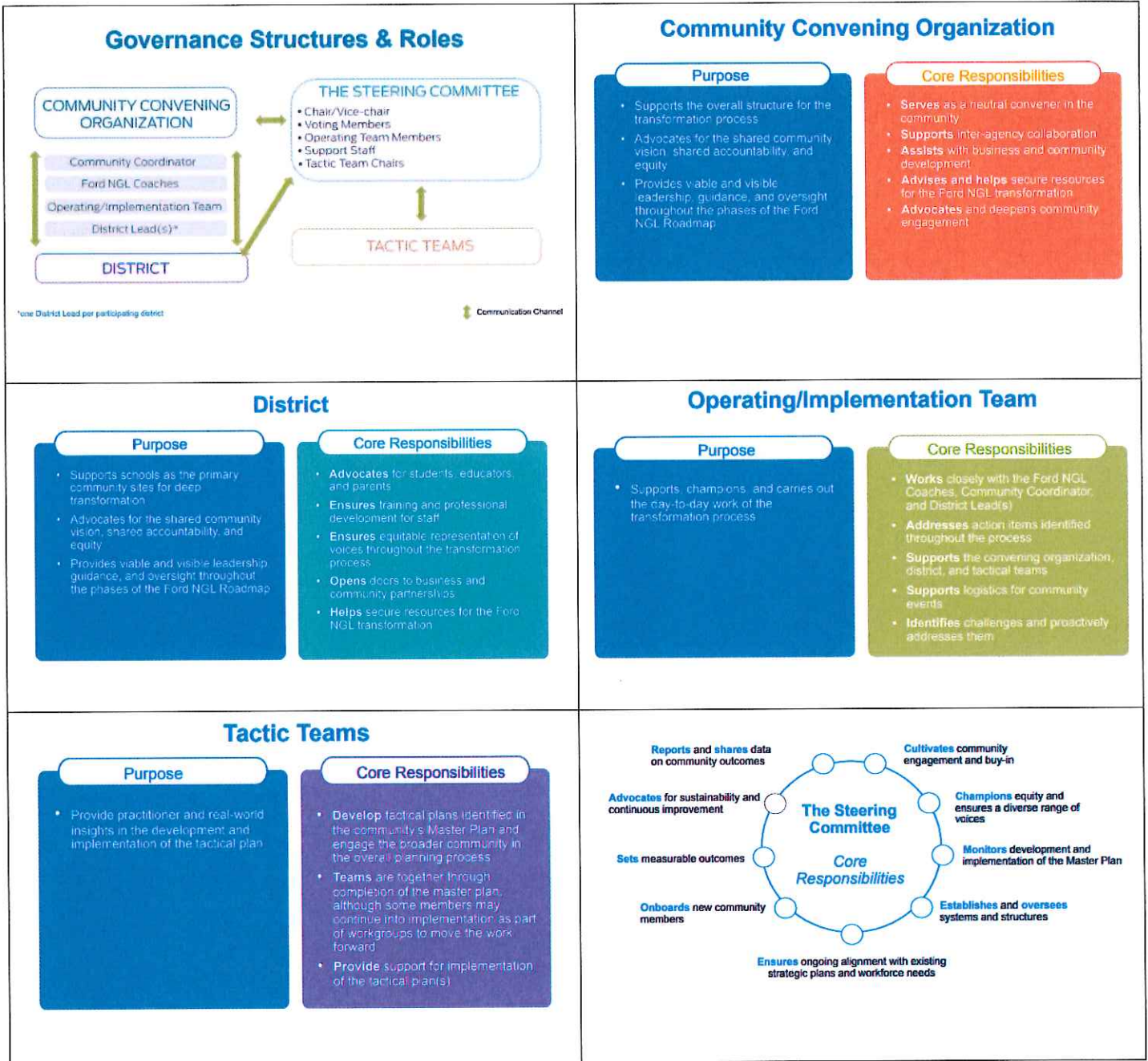
10. Contribute to the overall learning of the Ford NGL network by participating in community-wide and network meetings (virtual and in-person), sharing challenges and best practices, and serving as a resource for each other.
11. The Superintendent agrees to participate in the Ford NGL Superintendents' Council, which includes a face-to-face meeting and up to two (2) virtual meetings per year that include Superintendents from each Ford NGL Community.
12. District Representative and Community Coordinator agree to participate in the Ford NGL Leadership Council which includes a face-to-face meeting and up to two (2) virtual meetings per year that include representatives from each Ford NGL Designated Community.
13. Monitor outcomes of the community-driven master plan and annually provide data reports to HFLI with the data points stated in attachment B, which may be amended by HFLI from time to time.
14. Provide meeting space, meals, and other logistics associated with Ford NGL community gatherings and activities.

- Phase 4: Implement is approximately a 2-year phase and continuation on Phase 5: Go Further will require subsequent signed agreements and fees.
- Additional professional development and training not within scope of the Phase 4: Implement services and deliverables will require a scope change request and related fee. Professional development and/or training services are not included in the Roadmap service fees and may be contracted through approved Ford NGL providers.
- The proposal terms and fees are valid 30 days from the proposal date, December 16, 2024.

Christian County Public Schools agrees to:

1. Remit **\$211, 696.00** for Ford NGL Roadmap service fees for Phase 4: Implement.
2. Remit all payment for services within 30 days after receipt of invoicing from HFLI.
3. Coordinate with Ford NGL to determine an invoice schedule.

ATTACHMENT A: COMMUNITY GOVERNANCE STRUCTURES AND ROLES



ATTACHMENT B: DATA POINTS

Ford NGL requests annual data submissions as part of the Annual Report process. These data are used for both the Ford NGL Annual Report and for reports provided to the Ford Motor Company Fund.

We understand that your community may not be able to provide all data points early in the process, but we ask that you provide as much information around these data points as possible. Data points must be anonymized pursuant to the Family Educational Rights and Privacy Act (FERPA).

- 4-year Graduation rate of career academy and non-career academy students
- 5-year Graduation rate of career academy and non-career academy students
- Number of industry-recognized certifications earned annually by career academy students
- Number of graduating students who go to college the year after graduating high school (providing data for career academy and non-career academy students separately)
- Disaggregated data by race, ethnicity, and gender for these data points
- Number of high schools in the community
- Number of students in the community
- Number of high schools participating in the Ford NGL transformation
- List of academies and pathways offered by school
- Number of academies
- Number of students enrolled in academies
- Number of students in each academy pathway (please use CTE name where applicable)
- List of industry recognized certifications offered to students
- Number of academy-related experiential learning interactions/engagements annually (e.g. career expo fairs, field trips, job shadows, WBL)
- Student demographics (academy students vs. district population)
- Average suspension rate (academy students vs. district population)
- Attendance rate (academy students vs. district population)
- Percentage of students taking dual enrollment courses (academy students vs. district population)
- Percentage of students who take advanced (AP/IB) coursework and the percentage who pass the exams (academy students vs. district population)
- Average GPA (academy students vs. district population)

Additionally, we request you share stories that demonstrate the impact of transformative work.