



ENGAGEMENT AGREEMENT

General Terms and Conditions

This is an agreement between **Raytown C-2 School District** and **Henry Ford Learning Institute (HFLI)** for Ford NGL Roadmap, Phase 2: Envision as described in the accepted proposal attached below (see Appendix A).

Client

Raytown C-2 School District is the Client and is represented in this agreement by Dr. Chris Greiner, Chief Executive Academic Officer, with email address of chris.greiner@raytownschools.org.

The person responsible for oversight of this contract is Dr. Chris Greiner, Chief Executive Academic Officer, with email address of chris.greiner@raytownschools.org. The day-to-day point of contact for coordination of work is Dr. Chris Greiner, Chief Executive Academic Officer, with email address of chris.greiner@raytownschools.org.

Start and Length of Agreement

This agreement is valid from date of signature or agreement by email [Date Signed: 05 / 20 / 2024]

Compensation

Client will pay HFLI a total project fee of \$69,184.34 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: **July 15, 2024** \$34,592.17
- Invoice 2: **November 4, 2024** \$34,592.17

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 [Please select one option.]

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:

Deborah Parizek

05 / 20 / 2024

Henry Ford Learning Institute

Date

Deborah Parizek Executive Director

Name and Title

Chris Greiner

05 / 20 / 2024

Raytown Quality Schools

Date

Chris Greiner Chief Executive Academic Officer

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



**Raytown Quality Schools
Raytown, MO
Ford NGL Phase 2: "Envision" Proposal**

Overview

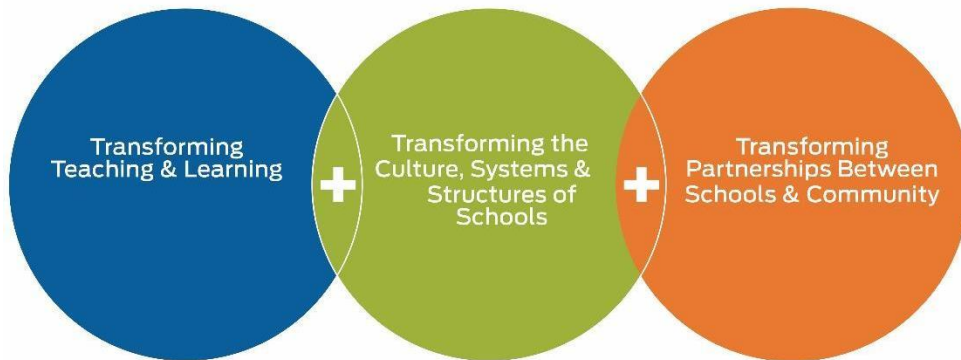
Raytown Quality Schools has completed Phase 1: Explore of the Ford NGL Roadmap. The Raytown would like Ford NGL's continued support in Phase 2: *Envision* to continue their journey to achieve community-connected transformation. Raytown and Ford NGL team understands this work will begin June 1, 2024

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

THE FORD NGL FRAMEWORK
A Community-Connected Transformation Model for Students



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.



The Ford NGL long-term outcomes inspire all communities in the network to embrace this community-connected approach to educational transformation.

Ford NGL Communities around the *world* strive to achieve



Young people who achieve success in college, careers, lifelong learning, and leadership



Community prosperity shared by all



Extraordinary diverse talent for the region



Educational equity and justice for all



Capacity of this network and our partners to contribute and go further

Over 30 communities across the United States and United Kingdom are using the Ford NGL framework and roadmap to achieve community-connected transformation of education.

As a community in Phase 2: *Envision*, we agree to:

- Collaborate and cooperate with the Ford NGL Coaches on all Phase 2: *Envision* activities, including those identified in the Phase 1 Key Findings and Recommendations Report.
- Involve a variety of stakeholders from the community and provide supporting materials, as requested by the Ford NGL team.
- Strengthen and/or create community governance structures 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.
 - Ensuring support of the Ford NGL Roadmap by the Director of Schools and Convening Organization Director.
- Support and/or retain key roles outlined in the Community Governance Structures.
- Engage in deep understanding and progress of the Ford NGL Phase 2 Readiness indicators and the sustainability indicators for this community-connected transformation.
- Support and participate in the recommended sequence of events/activities leading to Phase 3 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.
- Maintain confidentiality regarding the Ford NGL intellectual property to which we have access.

We understand:

- The outcomes of Phase 2: *Envision* are to:
 1. Deepen community-wide understanding of the benefits and features of transforming the secondary school experience using a community-driven approach.
 2. Understand and develop the systems, structures, processes, and leadership needed to implement the plan and guide continuous improvement.
 3. Deepen community-wide commitment to embrace the Ford NGL model for transformation.
- The Phase 2 Readiness indicators should be achieved by the end of Phase 2: *Envision*.
- The following key structures and roles should be in place by the end of Phase 2: *Envision*:

1. Steering Committee
2. Convening Organization
3. Community Coordinator
4. District Representative

- A Ford NGL Team will provide the following services and deliverables as part of Phase 2: *Envision*:
 1. Virtual leadership coaching, guiding, and planning support based on the needs (Phase 1 Key Findings), Phase 2 Readiness indicators and priorities of your community.
 2. Facilitate additional virtual sessions with various community stakeholders to deepen their "why" and role in the K12 community-connected transformation.
 3. Collaboratively design and facilitate up to two onsite visits including various meetings with more community members to achieve the outcomes of Phase 2 and address recommendations from the Phase 1 Key Findings report.
 4. Provide the superintendent, community convening organization, community coordinator, district Representative and steering committee with an orientation, training, tools and guidance for their leadership role and scope of work for all phases of the Ford NGL Roadmap.
 5. Facilitate and curate experiences and connections with other members of the network to see the model in action and deepen understanding of the transformation. (We recommend sending teams to the *Akron in Action: A Ford NGL Experience* and the *Nashville Study Visit*. Participation at these events will be at an additional cost.)
 6. Access to Ford NGL U virtual learning opportunities based on your community's needs and context.
 7. Provide a Phase 2 Readiness Indicators Growth Summary (Memo highlights your community's progress in being prepared for the Phase 3 work as well as identifying items from Phase 2 work that need to be continued in Phase 3).
 8. Review the Ford NGL sustainability indicators to support your communities' success.

- The Ford NGL team may recommend additional activities to help your community prepare for Phase 3: *Plan*. These recommended activities are outlined in the Phase 1 Key Findings and Recommendations Report.

- The Ford NGL Roadmap process for community-connected transformation can be up to a four-year journey. Phase 2 of the Ford NGL Roadmap spans an average of 5 months. The option to continue, pause, or exit after each Phase of the Ford NGL Roadmap is available to both parties. Once a community is in Phase 5, communities are offered some foundational deliverables and can customize add-ons to their proposal to continue to strengthen implementation.

- The pricing and deliverables outlined in this Phase 2: *Envision* Proposal are valid for 45 days upon receipt. Ford NGL reserves the right to update pricing, deliverables and/or timelines 45 days after this proposal has been sent.

- The fee for Phase 2: *Envision* of the Ford NGL Roadmap is **\$69,184.34** The suggested invoicing schedule upon signing an engagement contract is below. Please mail a check payable to HFLI, 20900 Oakwood Blvd, Dearborn, MI 48124 within 30 days of signing the engagement contract based on the following schedule:

- | | | |
|--------------------|------------|------------|
| o July 15, 2024 | | \$34592.17 |
| o November 4, 2024 | \$34592.17 | |

- The engagement contract will be sent for an e-signature upon approval of this Phase 2 proposal. Ford NGL will begin Phase 2 work and schedule on-site visits upon receipt of a signed contract.
- Terms, fees, and deliverables of this proposal are valid 45 days from the date of this proposal.
 - Proposal Date: May 17, 2023

Title	Raytown Phase 2 Contract
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Document ID	656268239e96bc6221a6a5be0cff16a2664fcdd8
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

05 / 20 / 2024

16:27:44 UTC

Sent for signature to Chris Greiner (chris.greiner@raytownschools.org) and Deborah Parizek (dparizek@hfli.org) from acardenas@fordngl.com
IP: 76.29.6.66



VIEWED

05 / 20 / 2024

17:17:57 UTC

Viewed by Chris Greiner (chris.greiner@raytownschools.org)
IP: 198.209.42.9



SIGNED

05 / 20 / 2024

17:18:34 UTC

Signed by Chris Greiner (chris.greiner@raytownschools.org)
IP: 198.209.42.9



VIEWED

05 / 20 / 2024

17:36:04 UTC

Viewed by Deborah Parizek (dparizek@hfli.org)
IP: 12.199.2.226



SIGNED

05 / 20 / 2024

17:36:40 UTC

Signed by Deborah Parizek (dparizek@hfli.org)
IP: 12.199.2.226



COMPLETED

05 / 20 / 2024

17:36:40 UTC

The document has been completed.