



## EDUCATION ELEMENTS MASTER SERVICES AGREEMENT

This Education Elements Master Services Agreement ("**Agreement**") is entered into as of February 28, 2022, ("**Effective Date**"), between Education Elements, Inc., a Delaware corporation having its principal place of business at 101 Hickey Boulevard, Suite A #526 South San Francisco, CA 94080 ("**EdElements**"), and West Ada School District, having its principal place of business at 1303 E Central Drive Meridian, ID 83642 ("**Customer**").

EdElements and Customer desire to have EdElements perform professional services for Customer, subject to and in accordance with the terms and conditions of this Agreement.

THEREFORE, the parties agree as follows:

### 1. SERVICES

1.1 **Professional Services.** From time to time, EdElements and Customer may execute statements of work, substantially in the form attached hereto as Exhibit A, that describe the specific services to be performed by EdElements (each such statement of work, as executed by the parties, a "**SOW**"). Each SOW will expressly refer to this Agreement, will form a part of this Agreement, and will be subject to the terms and conditions contained herein. A SOW may be amended only by written agreement of the parties. EdElements will perform the services specified in each SOW (the "**Services**") in accordance with the terms and conditions of this Agreement and of each SOW.

1.2 **Customer Responsibilities.** In connection with each SOW, Customer will perform Customer's duties and tasks under the SOW, and such other duties and tasks as may be reasonably required to permit EdElements to perform the Services. Customer will also make available to EdElements any data, information and any other materials required by EdElements to perform Services, including, but not limited to, any data, information or materials specifically identified in the SOW (collectively, "**Customer Materials**"). Customer will be responsible for ensuring that all such Customer Materials are accurate and complete.

1.3 INTENTIONALLY LEFT BLANK.

### 2. PAYMENT

2.1 **Fees and Expenses.** For EdElements's performance of Services, Customer will pay EdElements the Services fees calculated in accordance with the terms set forth in the applicable SOW.

2.2 **Payment Terms.** EdElements will invoice Customer as outlined in the applicable SOW. Customer will pay each such invoice no later than thirty (30) days after Customer's receipt thereof. Any invoice not paid within such thirty (30) day period will accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by law, whichever is lower.

2.3 **Taxes.** All fees, expenses and other amounts payable to EdElements hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which will be the sole responsibility of Customer (excluding any taxes based on EdElements's net income). Customer will promptly reimburse EdElements for any such amounts that EdElements pays on Customer's behalf.

3. **OWNERSHIP.** Subject to Customer's rights in the Customer Materials including any materials prepared for the Customer pursuant to any SOW, EdElements will exclusively own all rights, title and interest in and to any, methodologies, specifications, documentation, techniques, utilities, processes, inventions, devices, software programs, tools (including, without limitation, Touchpoint) and materials of any kind used or developed by



EdElements or its personnel in connection with performing Services (collectively “**EdElements Materials**”), including all worldwide patent rights, copyright rights, trade secret rights, know-how and any other intellectual property rights (“**Intellectual Property Rights**”) therein. Customer will have no rights in any EdElements Materials, except as expressly agreed to in writing by the parties. Unless otherwise specified in the applicable SOW, Customer may use the deliverables furnished to Customer under an SOW for its internal business purposes only, subject to Idaho Public Writing laws. As between EdElements and Customer, Customer will exclusively own all rights, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Nothing in this Agreement will be deemed to restrict or limit EdElements’s right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party; provided that EdElements complies with its obligations under this Agreement with respect to Customer Confidential Information.

#### 4. CONFIDENTIAL INFORMATION

4.1 Confidential Information. “**Confidential Information**” means: (i) Customer Materials and EdElements Materials that are considered exempt from disclosure pursuant to the Idaho Public Writings Act; (ii) any business or technical information that a party discloses to the other party and designates as “confidential” or “proprietary” at the time of disclosure, consistent with the aforementioned act; and (iii) any information that, due to its nature or the circumstances of its disclosure, the receiving party knows or has reason to know should be treated as confidential or proprietary.

4.2 Exclusions. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without restrictions on use or disclosure; (iii) is independently developed by the receiving party without use of the disclosing party’s Confidential Information; (iv) is rightfully received by the receiving party from a third party, who has the right to provide such information and who provides it without restrictions on use or disclosure; or is or otherwise becomes a Public Record pursuant to the Idaho Public Writings Act.

4.3 Use and Disclosure Restrictions. Each party will not use any Confidential Information disclosed by the other party except as necessary for the performance or enforcement of this Agreement. Each party shall take all reasonable steps to ensure that the other’s confidential information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement, but in no event will either party use less effort to protect the Confidential Information of the other party than it uses to protect its own Confidential Information of like importance. Each party will ensure that any subcontractors that are permitted to access any of the other party’s Confidential Information are legally bound to comply with the obligations set forth herein. The foregoing obligations will not restrict either party from disclosing such Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; (ii) to its legal or financial advisors; (iii) as required under applicable securities regulations; and (iv) subject to customary restrictions, to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

To the extent that any document or information provided by the Customer includes any student Personally Identifiable Information or Confidential Educational Records of a student, consistent with applicable provisions of Idaho Law and the Family Education Rights and Privacy Act, a separate Data Protection Agreement will be entered into between the parties to safeguard such confidential information and documentation.



## 5. WARRANTY

5.1 Services Warranty. EdElements warrants that the Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of sixty (60) days from the completion of any Services. As Customer's sole and exclusive remedy and EdElements's entire liability for any breach of the foregoing warranty, EdElements will, at its sole option and expense, promptly re-perform any Services that fail to meet this limited warranty or refund to Customer the fees paid for the non-conforming Services.

5.2 Warranty Disclaimers. THE EXPRESS WARRANTIES IN SECTION 5.1 ARE IN LIEU OF, AND EDELEMENTS DISCLAIMS, ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

## 6. INDEMNIFICATION.

6.1 Mutual Indemnification. Each party (an "*indemnifying party*") will defend, at its expense, any action brought against the other party (an "*indemnified party*") by a third party to the extent that it is based upon a claim for bodily injury, personal injury (including death) to any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded in final judgment against the indemnified party (or are payable in settlement by the indemnified party).

6.2 Procedure. The foregoing indemnity obligations are conditioned on the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened claim, the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense.

**7. LIMITATION OF LIABILITY.** IN NO EVENT WILL EDELEMENTS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR COSTS OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF EDELEMENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EDELEMENTS'S TOTAL LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO EDELEMENTS BY CUSTOMER UNDER THE SOW GIVING RISE TO ANY LIABILITY HEREUNDER.

**8. NON-SOLICITATION.** During the term of this Agreement and for a period of twelve (12) months thereafter, Customer will not recruit or otherwise solicit for employment any EdElements employees or subcontractors who participated in the performance of Services without EdElements's express prior written approval.

## 9. TERM AND TERMINATION

9.1 Term. This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force and effect for as long as EdElements is performing Services pursuant to any SOW.



9.2 Termination. Either party may terminate this Agreement (including all SOWs) if the other party breaches any material term of this Agreement or SOW and fails to cure such breach within thirty (30) days after receipt of written notice thereof.

9.3 Non-Appropriation. If the term of this Agreement is greater than one year, EdElements acknowledges and agrees that the Agreement will be subject to approval in accordance with Customer's standard budget approval process. In the event that funds for this Agreement are not appropriated at the end of an applicable budget period, Customer may terminate this Agreement with thirty (30) days prior written notice.

9.4 Effect of Termination. Upon the expiration or termination of this Agreement, and except as otherwise set forth in this Agreement: (i) EdElements will promptly return to Customer all Customer Materials; (ii) each party will promptly return to the other party all Confidential Information of the other party in its possession or control; (iv) Customer shall receive a copy of all work product in process and for which EdElements has billed Customer; and (iii) Customer will, within thirty (30) days after receipt of EdElements's invoice, pay all accrued and unpaid fees and expenses.

9.5 Survival. The rights and obligations of the parties contained in Sections 2, 3, 4, 5, 6, 7, 8, 9.3, 9.4 and 10 will survive the expiration or termination of this Agreement or any SOW.

## 10. GENERAL

10.1 Relationship of the Parties. EdElements is performing Services as an independent contractor and nothing in this Agreement will be construed as establishing an employment, agency, partnership or joint venture relationship between Customer and EdElements or any EdElements personnel. EdElements has no authority to bind Customer by contract or otherwise. EdElements acknowledges and agrees that its personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that Customer makes available to its employees. EdElements is solely responsible for all taxes, expenses, withholdings and other similar statutory obligations arising out of the relationship between EdElements and its personnel and the performance of Services by such personnel.

10.2 Assignment. EdElements may not assign this Agreement without Customer's prior written consent, except that EdElements may assign this Agreement, without Customer's consent, to an affiliate or to a successor or acquirer, as the case may be, in connection with a merger or acquisition, the sale of all or substantially all of EdElements's assets, or the sale of that portion of EdElements's business to which this Agreement relates. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.

10.3 No Election of Remedies. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

10.4 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Idaho, excluding its body of law controlling conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the County of Ada of Idaho and the parties irrevocably consent to the personal jurisdiction and venue therein.

10.5 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.



10.6 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; or (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other party in accordance with this Section.

10.7 Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

10.8 Entire Agreement. This Agreement, together with all Statements of Work, constitutes the complete and exclusive agreement of the parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. [In the event of a conflict, the terms and conditions of each SOW will take precedence over the terms and conditions of this Agreement. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

10.9 Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for the payment of money) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, acts of terror, riot, acts of God, epidemic or governmental action.

10.10 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.11 Anti-Boycott Israel Act. In accordance with Section 67-2346. Idaho Code, no public entity, including the District, shall enter into any Agreement with a value in excess of \$100,000 with companies with greater than ten (10) employees, unless such Agreement includes a written certification that the company is not currently engaged in, and will not for the duration of the Agreement, engage in and/or participate in any boycott of goods or services from Israel or the territories under Israel's control. Such prohibitions include a refusal to deal with and termination of activates or other activates that are intended to discriminate against, or inflict economic harm to, the state of Israel or its territories. By entering into this Agreement, Education Elements Inc. acknowledges that it does not currently engage in, or during this duration of this Agreement, any boycott against the state of Israel or any of its territory.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CUSTOMER:** West Ada School District

**EDUCATION ELEMENTS, INC.:**

DocuSigned by:  
Signature: Jonathan Gillen  
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DocuSigned by:  
Signature: Anthony Kim  
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Name: Jonathan Gillen

Name: Anthony Kim

Title: Chief operations officer

Title: CLO

Date: 3/1/2022

Date: 3/1/2022



## EXHIBIT A - STATEMENT OF WORK

This SOW Number 2022-01 is issued under and subject to all of the terms and conditions of the Master Services Agreement between Education Elements, Inc. ("**EdElements**") and West Ada School District ("**Customer**"), dated as of February 28, 2022,

This SOW shall become effective (the "**Effective Date**") upon the date it is signed by both Parties.

EE Partner:	Daniel Johnson
Pricing Valid to:	03/28/2022
Type:	New Customer

### Customer Information

Organization Name:	West Ada School District
Customer Contact Name:	Jonathan Gillen, Chief Operations Officer cc: Bret Heller, Deputy Superintendent
Customer Phone:	208-350-5038
Customer Email:	gillen.jonathan@westada.org; heller.bret@westada.org

Billing Contact Name:	Jonathan Gillen
Billing Address:	1303 E Central Drive Meridian, ID 83642
Billing Phone:	208-350-5038
Billing Email:	gillen.jonathan@westada.org

*Invoices will be delivered via email.*

### Offering

Services Fees (See Appendix A for additional details)

Service Name	Service Description	Dates	Fees
Professional Services	Education Elements will provide strategic planning services.	03/07/2022 - 09/09/2022	\$125,000.00
<b>Total Fees:</b>			<b>\$125,000.00</b>

### General Terms

- By signing this SOW, you are offering to subscribe and/or acquire (as applicable) the applications and/or services listed above. Your offer becomes a binding commitment upon acceptance by Education Elements, and is not subject to the issuance of any further purchase orders, confirmations or other events. The MSA and this SOW represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document unless the additional terms are accepted in writing by Customer and Education Elements. Without limiting the generality of the foregoing, no condition of your order, to which notice of objection is hereby given, or in any future correspondence between us shall alter or supplement the terms of the MSA or this SOW, unless in writing executed by both parties. Neither Education Elements' performance nor delivery shall be construed as an acceptance of Customer's additional or different terms.
- This SOW may be executed in counterparts and may be exchanged by facsimile or electronically. Each such counterpart shall be deemed an original, all of which together shall constitute one and the same instrument.

### Special Terms

- The "Special Terms" set forth herein shall override the General Terms above to the extent of any express inconsistency.



101 Hickey Boulevard, Suite A #526  
South San Francisco, CA 94080  
www.educationelements.com  
bizops@edelements.com

### Payment Schedule

Payment Schedule	Amount	Invoice Date	Payment Due Date
Payment 1	\$31,250.00	03/07/2022	Net 30
Payment 2	\$31,250.00	04/22/2022	Net 30
Payment 1	\$31,250.00	06/03/2022	Net 30
Payment 2	\$31,250.00	07/15/2022	Net 30

**Total Fees:** **\$125,000.00**

### Acknowledged and Agreed

**CUSTOMER:** West Ada School District

DocuSigned by:  
 Signature: Jonathan Gillen  
192CB8A2355F49F...  
 Name: Jonathan Gillen  
 Title: Chief operations officer  
 Date: 3/1/2022

**EDUCATION ELEMENTS, INC.:**

DocuSigned by:  
 Signature: Anthony Kim  
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 Name: Anthony Kim  
 Title: CLO  
 Date: 3/1/2022

## APPENDIX A – Proposal

### Education Elements, Inc.

101 Hickey Blvd., Suite A #526  
South San Francisco, CA 94080

# West Ada School District Strategic Planning

February 2022

## Our Understanding

Thank you for requesting information about Education Elements' strategic planning services. We are confident that we have the experience, knowledge, and capability to successfully deliver against and exceed your expectations.

- West Ada School District is the largest school district in Idaho, educating nearly 40,000 students in 57 schools across a large region of the state. The district is growing annually.
- The district is seeking a partner to develop a Comprehensive Strategic Plan that allows district departments and its wide range of schools to be aligned on vision, goals, and priorities. This strategic plan will focus on and be rooted in a coherent current and comprehensive Portrait of a Graduate. The process will include plans to monitor for progress and opportunities for flexibility and iteration along the way.
- West Ada School District is looking for an external partner as they develop this Portrait of a Graduate and Comprehensive Strategic Plan. In particular, the district is looking for an external partner who will prioritize community engagement and buy-in and the development of internal capacity for ongoing responsive planning and strategy.
- Education Elements is uniquely qualified to guide district leaders in this work. We are an education consulting firm that, since 2010, has worked with more than 200 districts and networks and 950 schools across the United States. We are a team of passionate, mission-driven former educators – teachers, coaches, principals, district administrators, data experts – all of whom are committed to improving student outcomes.

## Our Strategic Planning Approach

At Education Elements, we challenge our district partners to focus more on the planning process rather than a static plan as the end goal. We also look to empower the West Ada School District team to engage directly with the community and incorporate their expertise into the process. By focusing the planning processes, districts are better able to:

- Deepen awareness of community needs, strengthening relationships and support
- Build coherence and alignment across district, school and departmental initiatives
- Build knowledge of leading strategic planning and implementation practices
- Prioritize efforts to maximize value for students, families and the community at large
- Design structures to look ahead and adapt plans when new information is known
- Define success metrics that communicate progress and build overall confidence in the plan's execution



Our methodology is straightforward, following the four-step process outlined below. Each step builds your team’s confidence in the strategic planning process, expands their knowledge of planning tools and tactics, and provides them opportunities to define the future for students in your district. Our methodology is customized to meet your needs of where you are on the journey.



The proposal outlined below includes the Plan & Align, Foundations, Design, and Launch phases. Key project deliverables include:

- Strategic Direction
- Strategic Priorities and metrics for monitoring and growth
- Short-term plan of action
- External facing summary document (professionally and custom designed)
- Final Presentation of Strategic Plan
- Project Overview Document with roadmap and team members

While the scope includes strategies for how to Monitor progress made towards the district’s strategic goals, it does not include Education Elements supporting the implementation of your strategic plan. Deliverables included in this proposal that will set the district up for successful progress monitoring include:

## Approach Overview

Phase	Plan and Align	Foundations	Design	Launch
Format	Virtual	Virtual + Onsite	Virtual + Onsite	Virtual
Timing	4 weeks	6 weeks	4 weeks	6 weeks
Mile Marker	Governance Structure + Stakeholder Planning	Stakeholder Engagement + Strategic Direction	Initiatives, Program and Prioritization	Designed Final Plan + Communication Strategy

# Detailed Approach

## Plan + Align ~4 Weeks

*Understand existing strategic planning beliefs and processes to align on goals, roles and structure.*

EDUCATION ELEMENTS ACTIVITIES	DISTRICT ACTIVITIES	DELIVERABLES
<ul style="list-style-type: none"> <li>Build knowledge of leading strategic planning practices with clear education examples</li> <li>Introduce a governance structure for creating and eventually monitoring strategic plan</li> <li>Co-design stakeholder engagement activities</li> <li>Review and analyze district data and current district initiatives</li> </ul>	<ul style="list-style-type: none"> <li>Identify previous plans, processes and beliefs on strategic planning</li> <li>Select team members and activate teams</li> <li>Prepare to execute on stakeholder engagement activities</li> <li>Identify and bring district data to discussion and workshops</li> </ul>	<ul style="list-style-type: none"> <li>Project Overview Document with roadmap and team members</li> <li>Stakeholder Engagement Plan</li> <li>Executive Summaries to include regular briefs on the purpose, highlights, insights, and resources from onsite engagements and deliverables. Summaries will be updated and communicated to the project team after each phase of work and written so as to be turnkeyed to key stakeholder groups.</li> </ul>
TOUCHPOINTS		TIMELINE
<ul style="list-style-type: none"> <li><b>Support Calls:</b> Regular support calls with project lead(s) to oversee, plan and support project implementation based on district needs and progress.</li> </ul>		<ul style="list-style-type: none"> <li>2 x 1 hr Bi-weekly Calls (Project Team)</li> </ul>
<ul style="list-style-type: none"> <li><b>Virtual Kickoff:</b> Design and deliver a 90 minute kickoff meeting to work through the above objectives and align on stakeholder engagement plan.</li> </ul>		<ul style="list-style-type: none"> <li>90 min Virtual Session (Project or Steering Team)</li> </ul>

## Foundations ~6 Weeks

*Engage with stakeholders to assess strengths and capabilities while identifying opportunities for growth*

EDUCATION ELEMENTS ACTIVITIES	DISTRICT ACTIVITIES	DELIVERABLES
<ul style="list-style-type: none"> <li>Design and deliver stakeholder engagement events (focus groups or forums)</li> <li>Analyze stakeholder engagement data and annual district data</li> <li>Review all stakeholder engagement data + model analysis and summarization for district</li> <li>Facilitate visioning for the future of district for students and schools; highlight focus areas for community input</li> </ul>	<ul style="list-style-type: none"> <li>Promote execute Stakeholder Engagement Plan</li> <li>Promote participation in the community survey</li> <li>Participate in visioning and Portrait of a Graduate workshops</li> <li>Provide community updates on progress</li> </ul>	<ul style="list-style-type: none"> <li>Strategic Direction [such as Mission, Vision, Values</li> <li>Stakeholder engagement readout</li> <li>Draft Portrait of a Graduate</li> <li>Draft Strategic Direction</li> </ul>

<ul style="list-style-type: none"> <li>Facilitate the development of the Portrait of a Graduate</li> </ul>	<ul style="list-style-type: none"> <li>Foundations Phase Executive Summary</li> </ul>
TOUCHPOINTS	
<ul style="list-style-type: none"> <li><b>Support Calls:</b> Regular support calls with project lead(s) to oversee, plan and support project implementation based on district needs and progress.</li> </ul>	<ul style="list-style-type: none"> <li>2 x 1 hr Bi-weekly Calls (Project Team)</li> </ul>
<ul style="list-style-type: none"> <li><b>Stakeholder Engagement Events:</b> Education Elements will provide a general survey template to engage in broad feedback while also co-leading 4 stakeholder events in the form of focus groups, forums or empathy interviews as determined by the steering team. Events will include hybrid options for virtual participation.</li> </ul>	<ul style="list-style-type: none"> <li>4 x 2 hr In-Person Events (Attendees TBD)</li> </ul>
<ul style="list-style-type: none"> <li><b>Strategy 1 - Virtual Stakeholder Engagement Feedback:</b> Education Elements will lead the Steering Team through a review of the stakeholder engagement data to determine trends + focus areas for further exploration and ideation.</li> </ul>	<ul style="list-style-type: none"> <li>90 min Virtual Session (Steering Team)</li> </ul>
<ul style="list-style-type: none"> <li><b>Working Session 1: Visioning + Portrait of a Graduate:</b> Education Elements will lead the Steering team through a series of protocols to draft the district's portrait of a graduate and review the district's current mission, vision, and values to determine if they are aligned to the stakeholder engagement data.</li> </ul>	<ul style="list-style-type: none"> <li>1 day In-Person Workshop (Steering Team)</li> </ul>
<ul style="list-style-type: none"> <li><b>Strategy 2 - Strategic Direction + Portrait of a Graduate Review</b> - Education Elements will provide a readout of the work done in the Visioning + Portrait of a Graduate Working for review and feedback with the goal of finalizing before the Design Phase.</li> </ul>	<ul style="list-style-type: none"> <li>90 min Virtual Session (Steering Team)</li> </ul>

## Design ~4 Weeks

*Define a vision and set of initiatives that prioritizes what matters most to your community and create a plan to communicate.*

EDUCATION ELEMENTS ACTIVITIES	DISTRICT ACTIVITIES	DELIVERABLES
<ul style="list-style-type: none"> <li>Facilitate Planning Team design workshops to develop a concrete list of goals and initiatives</li> <li>Support Steering Team in prioritization of ideas and recommendations</li> <li>Develop an actionable timeline and implementation plan (internal for district staff)</li> </ul>	<ul style="list-style-type: none"> <li>Assemble planning teams (identified during Plan + Align phase) to participate in design challenges based on district focus areas</li> <li>Identify metrics for monitoring and growth</li> <li>Provide community updates on progress</li> </ul>	<ul style="list-style-type: none"> <li>Finalized Portrait of a Graduate</li> <li>Finalized Strategic Direction</li> <li>Draft timeline and implementation plan</li> <li>Design Phase Executive Summary</li> </ul>

TOUCHPOINTS		TIMELINE
<ul style="list-style-type: none"> <li><b>Support Calls</b> Regular support calls with project lead(s) to oversee, plan and support project implementation based on district needs and progress.</li> </ul>	<ul style="list-style-type: none"> <li>4 x 1 hr Bi-Weekly Calls (Project Team)</li> </ul>	
<ul style="list-style-type: none"> <li><b>In-Person Design</b> with Planning Teams to develop initiatives prototypes aligned to areas of focus. The team will also draft initial success metrics for initiatives.</li> </ul>	<ul style="list-style-type: none"> <li>2 days Design Workshops (Planning Teams- structure to be determined with Steering Team)</li> </ul>	
<ul style="list-style-type: none"> <li><b>Strategy 3 - Initiative Prioritization + Planning</b> - The team will prioritize key initiatives, objectives and key results based on work of the Planning Teams.</li> </ul>	<ul style="list-style-type: none"> <li>1 x 2 hr Virtual Session (Steering Team)</li> </ul>	

# Launch

~6 Weeks

*Define a vision and set of initiatives that prioritizes what matters most to your community and create a plan to communicate. Prepare for implementation by establishing best practices for progress monitoring*

EDUCATION ELEMENTS ACTIVITIES	DISTRICT ACTIVITIES	DELIVERABLES
<ul style="list-style-type: none"> <li>Finalize initiatives, programs, and metrics</li> <li>Lead content creation and design process for external summary document</li> <li>Design external messaging for board of education and community</li> <li>Model progress monitoring process, with the goal of enabling the district team to lead meetings on their own</li> </ul>	<ul style="list-style-type: none"> <li>Provide input on content and design for professionally-designed external summary document</li> <li>Provide opportunities for community to provide feedback and update them on progress</li> <li>Communicate Strategic Plan</li> <li>Assemble team and begin to lead progress monitoring meetings</li> </ul>	<ul style="list-style-type: none"> <li>Professionally-designed marketing collateral that includes                             <ul style="list-style-type: none"> <li>Visioning Statement(s)</li> <li>Portrait of a Graduate</li> <li>Strategic Priorities and metrics for monitoring and growth</li> <li>Process Summary</li> </ul> </li> <li>Final Presentation</li> <li>Internal planning documents / process to support progress monitoring</li> <li>Sprint Plan #1</li> <li>Launch Phase Executive Summary</li> </ul>
TOUCHPOINTS		TIMELINE
<ul style="list-style-type: none"> <li><b>Support Calls</b> Regular support calls with project lead(s) to oversee, plan and support project implementation based on district needs and progress.</li> </ul>		<ul style="list-style-type: none"> <li>2 x Bi-weekly calls</li> </ul>
<ul style="list-style-type: none"> <li><b>Strategy 4 - Communication Planning</b> - The team will finalize content of the strategic plan, provide feedback for design styles and preferences, and develop initial communication strategy.</li> </ul>		<ul style="list-style-type: none"> <li>1 x 2 hr Virtual Session (Steering Team)</li> </ul>
<ul style="list-style-type: none"> <li><b>Design Review Cycles</b> - 2 cycles of design review (including written feedback) to develop professionally-designed marketing collateral.</li> </ul>		<ul style="list-style-type: none"> <li>2 x Virtual Design Consultations</li> </ul>

## Project Governance

At Education Elements we believe who you engage and how you engage people says more about your values than your plan ever will. To develop a responsive plan, we recommend incorporating all stakeholders into a feedback loop. This feedback loop serves to generate ideas, present proposals and catalyze change. Teams engaged with this loop are also encouraged to collaborate actively and dynamically. As a result, we believe that the strategic planning process becomes a new way of operating within an organization versus a document that sits on a shelf.

Education Elements has created a governance structure for this project that ensures clear roles, diverse voices, deep collaboration, and strong project management. We recommend that the district identify team members to serve in the roles listed in the graphic below to ensure optimal engagement and effective communication.

- Project Sponsor** - Approves project roadmap and goals, signs off on major deliverables, participates in Strategic Planning Steering Committee (1 District Leader).
- Project Team** - Manages project planning, logistics, and communications, participates in the Strategic Planning Steering Committee (up to 4 District or School Leaders).

- **Steering Team** - Committee of district, school, student, family, and community representatives who design and refine major deliverables. (up to 15 people)
- **Planning Team** - Committee of district, school, student, family, and community representatives who support community engagement and provide recommendations to the Steering Team. (no more than 30 people)
- **Advisors** - Individuals who provide context, perspective, feedback and ideas. (number varies)

We believe these layers of the loop are important considerations but you may find your district has different needs. A small or medium-sized district might find that some layers are repetitive while larger districts may require additional layers to include more stakeholders. We will align on the appropriate teams for your district during our Plan + Align phase.

### PROJECT TEAM

**ALTERNATE NAMES:**

Project Leads, Logistics Team

**PURPOSE**

Drive completion of work. This team synthesizes and edits the process and plan throughout. These individuals are part of the Steering Team and have additional responsibilities between steering team meetings.

**CONSIDERATIONS**

- No more than 4 people (including organizational leader).
- Have significant time and resources to dedicate to strategic planning process.
- Highly organized and detail-oriented.
- High comfort facilitating large groups.

### PLANNING TEAM(S)

**ALTERNATE NAMES:**

Design Teams, Working Groups, Specialist Teams, Department Councils

**PURPOSE**

This leadership group will play an important role in engaging stakeholders, communicating the strategic plan, giving and receiving feedback. Individuals in this group might be divided into teams based on topics, priorities or interests to engage the community and reach more stakeholders. This group will guide and drive strategic planning and make the first line of decisions that will be validated by the steering team.

**CONSIDERATIONS**

- No more than 25-30 people.
- This team will be crucial to creating and recommending priorities or initiatives within the plan.



### STEERING TEAM

**ALTERNATE NAMES:**

Core Team, District Council

**PURPOSE**

Decision-making body made up of representatives of your district. It is inclusive of different backgrounds, roles, and tenures. This team's role is to synthesize and deliver the action items outlined in your strategic plan. Throughout the creation of this plan, this team will be tasked with oversight of the process to ensure it aligns with the needs of various stakeholders.

**CONSIDERATIONS**

- No more than 15 people.
- This team should represent multiple stakeholders; parents, community leaders, school leaders, district staff, teachers.
- Consider inviting a board member to join your team.

### ADVISORS

**ALTERNATE NAMES:**

Consultative Teams, Focus Groups

**PURPOSE**

This group of people will serve in a consultative capacity. They will help inform the strategic planning process in order for the planning and steering teams to make representative decisions. This group is more dynamic than the other teams; a district might bring different individuals into the process as needed. The time commitment would be less than the other groups.

**CONSIDERATIONS**

- Number of participants will vary.
- This group will provide context, perspective, feedback and ideas.

## Pricing

The price for the services outlined is **\$125,000**. Our services costs are calculated as a fixed fee and are all inclusive including all time, travel costs, content creation, and delivery.