

**MEMORANDUM OF AGREEMENT
AMONG JEFFERSON COUNTY PUBLIC SCHOOLS,
3DE KENTUCKY, LLC and
JUNIOR ACHIEVEMENT OF KENTUCKIANA, Inc.**

WITNESSETH:

This Memorandum of Agreement, this "Agreement," is made and entered into by Jefferson County Public Schools, a public school district serving Jefferson County, Kentucky, with its principal headquarters located in Louisville, Kentucky, hereinafter referred to as "JCPS," 3DE Kentucky, LLC ("3DE") and Junior Achievement of Kentuckiana, Inc., a Kentucky nonprofit corporation ("JA of Kentuckiana"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth on the attached Schedule A.

WHEREAS 3DE, directly or through 3DE National, LLC ("3DE National") or its affiliates, has developed, and continues to develop, an educational model that is relevant, experiential and authentically connected to real-world complexities, including a turnkey framework of education programs that bring real-world connectivity across core academic subjects using case methodology and linking standards-based and project-based education (the "3DE Model");

WHEREAS JA of Kentuckiana is a nonprofit organization, based in Louisville, Kentucky, that provides Junior Achievement programs to K-12 students throughout the region of Greater Louisville in collaboration with local school districts, including JCPS;

WHEREAS, JCPS seeks to implement the 3DE Model, at selected high schools in JCPS as may be agreed with 3DE (the "JCPS 3DE Schools");

WHEREAS, JCPS has actively collaborated with JA of Kentuckiana and 3DE to plan for strategic alignment;

WHEREAS, this Agreement seeks to establish and sustain collaborative procedures between JCPS, 3DE and JA of Kentuckiana to ensure a productive arrangement for design and implementation of the 3DE Model at selected high schools in JCPS per the attached addendum; and

WHEREAS, this Agreement represents the entire agreement between JCPS, 3DE, and JA of Kentuckiana;

NOW THEREFORE, the parties do agree as follows:

Section 1. Implementation by 3DE

1.1. Educational Personnel and Assistant Principal Training, Support, and Professional Development. 3DE will be responsible for the design and delivery of ongoing and periodic specialized training, support, and professional development offerings for 3DE educational personnel and the 3DE assistant principal. These offerings will be designed to

provide interdisciplinary planning support; coaching; credentialing and leadership opportunities; connectivity to the 3DE network of teacher, business, and community partners; industry exposure; and case methodology content support to the 3DE educational personnel as well as onboarding for the 3DE Assistant Principal and educational personnel.

1.2. Case Methodology Framework, Case Design, and Curriculum

Enhancements. 3DE has created, and will create in connection with this Agreement, certain 3DE Programs and 3DE Materials, which include curriculum enhancement materials, such as case-based learning experiences using case design expertise including banks of lessons and activities to tie project-based and standards-based education. Such 3DE Programs and 3DE Materials will be used to ensure that all JCPS courses offered through JCPS 3DE Schools will be infused with 3DE interdisciplinary case methodology framework. Additional curriculum enhancements, such as entrepreneurial content and integrated financial literacy assets, will also be provided by 3DE. Pursuant to this Agreement, 3DE and JCPS intend to utilize such 3DE Programs and 3DE Materials, including adaptations and derivatives thereof, to create certain Work Product (as defined herein) consisting of specific programs and materials for use in connection with the establishment, operation and marketing of the JCPS 3DE Schools. As more specifically set forth in sections 4.6 and 4.8 of this Agreement, such Work Product will be owned by 3DE, and JCPS will license 3DE to use certain JCPS Properties in connection with the development and use of such Work Product hereunder. JCPS 3DE Schools will at all times remain under the control and management of the Jefferson County Board of Education and as such all decisions related to content and the direct instruction of students will be made by the 3DE educational personnel hired by JCPS, subject to the terms and conditions of this Agreement that pertain to content use and ownership. Materials delivered by 3DE will be adjusted as necessary by the 3DE educational personnel (subject to the ownership by 3DE of the 3DE Properties and any and all derivatives and modifications thereof, as more specifically set forth in this Agreement) to ensure compliance with all Jefferson County Board of Education and Kentucky Department of Education regulations, rules, policies and procedures, including ensuring compliance with the implementation of special education services.

1.3. On-Site Personnel. 3DE will hire, with JCPS input in accordance with Addendum Two, at least two full time personnel to serve as the Director-3DE and the Partnership Manager-3DE. The Director-3DE will work hand-in-hand with the school district assistant principal on all objectives, including the execution of the 3DE Model for the ultimate support and benefit of the students. The Partnership Manager-3DE will coordinate engagement activities with business partners. The Director-3DE and the Partnership Manager-3DE positions will be filled by 3DE personnel and will be paid for with 3DE funds. If JCPS believes the Director-3DE and the Partnership Manager-3DE to be ineffective, unsatisfactory, or out of compliance with any provision of this Agreement, JCPS will notify 3DE, identifying such conduct and providing support as necessary in writing. 3DE will promptly address the performance or conduct of the Director-3DE and the Partnership Manager-3DE in accordance with 3DE policies. 3DE and JCPS will continue to evaluate personnel needs in future years and make appropriate adjustments to positions as needed.

1.4. **Activation of Business Partners.** 3DE and JA of Kentuckiana will develop and maintain relationships and partnerships with local, state, and national businesses to enrich and expand 3DE's offerings and integration of industries, professionals, and post-secondary exploration into students' four-year high school experience including authentic career-readiness experiences and interaction with volunteers such as classroom advisors and coaches, and to supply other benefits, such as content support and guest speaker events, for each JCPS 3DE School and/or its student population. 3DE will train and vet all volunteers, as well as coordinate visits, contact, and activities between the volunteers and students.

1.5. **Student Safety.** 3DE will comply with all applicable state and federal laws, State Board of Education rules, and JCPS policies and procedures related to student health and safety, in accordance with guidance and training provided by JCPS. JCPS will issue written instructions to 3DE directing 3DE on compliance with such laws, policies and procedures and will additionally provide related training to 3DE directors, employees, volunteers, and agents as necessary. 3DE acknowledges that JCPS may screen in a timely manner all 3DE employees, volunteers, or other agents of 3DE, through JCPS systems and at JCPS's own cost, that come into contact with students of JCPS 3DE Schools to ensure student safety. The screening may include background checks, review of resume/credentials, and may include participation in interviews and/or hiring prior to assignment to 3DE.

1.6. **Confidentiality.** JCPS and 3DE acknowledge that its employees, agents, or representatives, may during the term of this Agreement, be exposed to or acquire information that is proprietary to or confidential to the parties or its affiliated companies or its clients or students. The parties will hold such information in strict confidence and represent and warrant that its employees, agents, or representatives will hold such information in strict confidence and not disclose such information to third parties, except to the extent required by law. To this end, the parties will advise each of its employees, agents, and representatives to keep such information confidential. The parties agree to comply with all applicable privacy laws and regulations, including with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. § 1232h.

JCPS will provide 3DE with reasonable access to the student body for surveys as part of the program assessment at times deemed acceptable by the Principal and JCPS, if any. All surveys will be in compliance with JCPS Policy and Procedure ICC and will be pre-approved by JCPS prior to administration. All surveys will be anonymous unless written consent by surveyed parties of legal age of consent or their parents or legal guardians is received by JCPS. No survey will address any protected areas as defined in the PPRA, 20 U.S.C. § 1232h.

3DE is deemed to be a school official within the meaning of FERPA, 20 U.S.C. § 1232g, and the regulations promulgated thereunder, for purposes of the services provided under this Agreement. 3DE will be under the direct control of the school with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and use personally identifiable information and education records only for the purpose of performing its obligations under this Agreement, including but not limited to (1) evaluating, assessing and improving the performance of the Services provided to

JCPS; (2) implementing the 3DE Model at JCPS 3DE Schools as provided herein; and (3) tracking student progress. Notwithstanding any other term of this Agreement, 3DE will not disclose personally identifiable information or education records to any third party except as authorized by law. Should 3DE receive a subpoena or court order regarding the release of personally identifiable student information, 3DE will cause notice to be provided as required by FERPA and discussed in Article VI and will notify JCPS prior to releasing any personally identifiable Student information. JCPS may have access to student records with ten (10) business days' notice to 3DE as provided for in this Agreement.

Additionally, all employees, volunteers, and agents of 3DE will each sign a confidentiality agreement acknowledging these obligations before coming into contact with the 3DE's students. 3DE will take reasonable care with respect to the security of personally identifiable information and education records and will immediately notify JCPS if it becomes aware of or suspects any security or data breach with respect to personally identifiable information or education records.

With respect to information protected by FERPA, 3DE may not continue to maintain education records or personally identifiable information after termination of this Agreement. Unless otherwise agreed to in writing by the parties, within ten (10) business days of termination of this Agreement for any reason, 3DE must, as requested by JCPS, destroy or return to JCPS all data, education records, and personally identifiable student information.

3DE understands and agrees that JCPS is subject to the Open Records Act (ORA), O.C.G.A. § 50-18-70 *et. seq.*, 3DE will cooperate with JCPS's requests for information required pursuant to the ORA as required by law, and 3DE understands and agrees that JCPS will respond to requests under the ORA at its discretion. However, 3DE may include a notarized affidavit stating with specificity any "trade secret" as that term is defined in O.C.G.A. § 10-1-761 to protect such confidential information from being automatically released under the ORA, specifically O.C.G.A. § 50-18-72(a)(34).

1.7. Accounting and Budgets. 3DE will be responsible for creating and maintaining a supplemental budget for the JCPS 3DE Schools, comprised of revenues raised by 3DE pursuant to Section 1.8, in compliance with Generally Accepted Accounting Principles (GAAP). The supplemental budget will cover spending by 3DE on JCPS 3DE Schools, including wages paid to the Director-3DE and the Partnership Manager-3DE, and any other expenditures made by 3DE to further JCPS 3DE Schools.

1.8. Fundraising and Acquisition of Community Resources. 3DE and JA of Kentuckiana will engage with businesses and local communities to raise funds and gather community resources to benefit 3DE. These resources will be used for the JCPS 3DE Schools in addition to the funds granted from JCPS funds as referenced in Section 2.2 of this document. 3DE and JA of Kentuckiana will reasonably attempt to secure all revenues necessary through grants and/or their general and customary fundraising efforts to fund their involvement and participation with JCPS 3DE Schools.

Section 2. Implementation by JCPS

2.1. Program Policies and Operating Guidelines. JCPS will develop, with 3DE input, all policies, procedures, and guidelines related to 3DE's interdisciplinary case methodology framework. JCPS will develop all other policies, procedures, and guidelines related to the operations and administration of JCPS 3DE Schools to ensure compliance with JCPS policies and practices.

2.2. School Revenues. JCPS will fund the JCPS 3DE Schools through allocation of general funds and funds for JCPS 3DE Schools. JCPS will be responsible for determining student enrollment in JCPS 3DE Schools and for the use and accounting of all federal funding earned by JCPS 3DE Schools. Funding allocated by JCPS to 3DE will be used solely for JCPS 3DE Schools.

2.3. Accounting and Budgets. JCPS will be responsible for creating and maintaining the main budget for JCPS 3DE Schools. This budget will be exclusively used in its entirety for JCPS 3DE Schools, including the required teacher allocation to execute and maintain model fidelity and transportation required for case experience culminations and consultancies in accordance with the Model Fidelity Framework in Addendum Three. JCPS will comply with all JCPS accounting requirements and procedures.

2.4. Personnel. JCPS will be responsible for the employment and management of all personnel of JCPS 3DE Schools, with the exception of the Director-3DE and Partnership Manager-3DE, who will at all times be employees of 3DE. JCPS will recruit and hire all qualified educational personnel and classified personnel for administrative and/or operational functions of JCPS 3DE Schools, with 3DE input in accordance with Addendum Two. These employees will meet 3DE and JCPS expectations as identified in Addendum Two. JCPS will also be responsible for the performance management of all JCPS 3DE Schools personnel, with the exception of the Director-3DE and Partnership Manager-3DE. If the Director-3DE believes the JCPS staff to be ineffective, unsatisfactory, or out of compliance with any provision of this Agreement, the Director-3DE will notify JCPS, identifying such conduct and providing support as necessary in writing. JCPS will promptly address the performance or conduct of the JCPS staff in accordance with JCPS policies. All personnel hired by JCPS 3DE Schools will be considered employees of JCPS. JCPS will comply with all applicable state and federal laws, State Board of Education rules, and JCPS policies and procedures related to human resource management and employment.

2.5. 3DE Administrator. JCPS will hire/designate, with 3DE input in accordance with Addendum Two, at least one full time employee to serve as the 3DE Administrator henceforth known as the Assistant Principal. The Assistant Principal will be the chief administrator of JCPS 3DE Schools for JCPS. The Assistant Principal will be responsible for coordinating with the Director-3DE to implement all services and program components of JCPS 3DE Schools. The Assistant Principal will supervise and evaluate all JCPS 3DE Schools educational personnel, with the exception of the Director-3DE and Partnership Manager-3DE. The Assistant Principal position will be filled by a JCPS employee and will be paid for with JCPS funds.

2.6. **Professional Development.** JCPS will provide professional development related to general instructional support, curricular content, state academic and career preparation standards, school and classroom culture, and content delivery for all educational personnel of JCPS 3DE Schools.

2.7. **Curriculum.** JCPS will be responsible for ensuring the curriculum of all JCPS 3DE Schools is aligned to state academic and career preparation standards. JCPS will also develop, coordinate, and implement all curricular course offerings of all JCPS 3DE Schools. All JCPS courses offered through all JCPS 3DE Schools will be infused with 3DE developed interdisciplinary case methodology framework principles, enhancements, and student experiences, and 3DE educational personnel will meet weekly as an interdisciplinary team for common planning.

2.8. **Student Assessment.** Students enrolled in JCPS 3DE Schools shall take all state mandated assessments. These assessments shall be provided by JCPS. JCPS shall ensure that all assessments are administered in accordance with the Kentucky Department of Education rules and policies. JCPS will directly administer the assessments and will remain responsible at all times for testing materials, security, and administration.

2.9. **School Culture.** JCPS will be responsible for establishing a supportive school climate and culture dedicated to the core principles of JCPS 3DE School's interdisciplinary and case methodology framework focus.

2.10. **Student Conduct.** JCPS will be responsible for monitoring student conduct and implementing all appropriate disciplinary action as required.

2.11. **Records Maintenance.** JCPS will be responsible for the maintenance of all student and school records kept by JCPS 3DE Schools.

2.12. **School Operations and Facility Maintenance.** JCPS will be responsible for the coordination and implementation of all operations of JCPS 3DE Schools, including student nutrition, transportation, student health and safety, and emergency preparedness. JCPS will be responsible for all maintenance and upkeep of the designated facilities for JCPS 3DE Schools. JCPS will help enable 3DE staff access to necessary collaboration and communication platforms that support 3DE operations.

2.13. **Regulatory Compliance and Safety.** JCPS will ensure the compliance of JCPS 3DE Schools with all applicable state and federal laws, State Board of Education rules, JCPS policies and procedures for federal funding programs, and state accountability requirements, including all laws related to the health and safety of students, civil rights, and special education services. JCPS will monitor the compliance of employees, volunteers, and agents of JCPS 3DE Schools with these rules, laws, policies, and procedures, and will provide related guidance and training as necessary. JCPS may screen, in a timely manner and at JCPS cost, all employees, volunteers, or other agents of JCPS 3DE Schools through the JCPS's own processes and systems that come into contact with students of JCPS 3DE Schools to ensure student safety. The screening may include background checks, review of

resume/credentials, and may include participation in interviews and/or hiring prior to assignment to JCPS 3DE Schools.

2.14. **Permissions and Access.** JCPS will recognize 3DE as an authorized agent for JCPS and therefore, within a reasonable timeframe, will provide access to student and teacher data, subject to terms and conditions of the attached Data Sharing Agreement (Addendum Four and Schedule 2.14), for local operations and management to include the following: identified, student-level data for JCPS 3DE Schools students; de-identified student-level data for non- JCPS 3DE Schools students within the host school; and access for 3DE on-site personnel to Student Information Systems (SIS) that will facilitate access to said data. To ensure continual improvement and objectivity, access to said data will also be provided to a third-party evaluator, also in compliance with all FERPA parameters and subject to terms and conditions of the Data Sharing Agreement. 3DE will identify JCPS or JCPS schools in internal and external reports, including grant letters of intent; proposals and fundraising reports; partnership updates shared with the 3DE Board; existing/potential school district partners; existing/potential fundraising partners; and internal 3DE presentations. As mentioned in Section 1.6 above, 3DE will comply with all parameters of confidentiality under FERPA.

Section 3. Joint Obligations of 3DE and JCPS

3.1. **Community Launch and Awareness.** JCPS and 3DE will actively collaborate to develop appropriate strategies for outreach to potential students of JCPS 3DE Schools. 3DE will provide a library of resources for the district and school to utilize to generate awareness among the local community (school board, teachers, parents, and students). JCPS will be responsible for enrolling students in adherence to 3DE's standards of equity and mirroring strategy. To support early awareness and relationship building, 3DE will provide the first of two 3DE on-site personnel beginning the spring semester before school opening in the fall. The 3DE on-site personnel will assist the district/school with the enrollment process following their training/on-boarding.

3.2. **Strategic Alignment.** 3DE leadership (CEO) and JCPS leadership (Superintendent) will meet once per year to ensure alignment in the areas of strategic focus, student achievement, improvement, and financial resource allocation. If agreed upon mutually by both the 3DE CEO and the JCPS Superintendent, designees may serve in this capacity.

3.3. **Program Evaluation and Assessment.** The Program is to be evaluated based upon criteria agreed upon by both JCPS and 3DE sixty to ninety (60-90) days prior to the end of each academic year. The parties agree to meet periodically and/or by request to discuss and collaborate to resolve any issues or concerns with 3DE's operations, efficacy, or implementation. Any data shared with 3DE by way of program assessment and evaluation outside those measures already established by Kentucky Department of Education and JCPS will be de-identified to ensure FERPA compliance.

Section 4. Agreement Terms

4.1. **Term of Agreement.** The term of this Agreement shall be November 13, 2019 until June 30, 2026.

4.2. **Renewal of Agreement.** Approximately sixty to ninety (60-90) days prior to the end of each academic year, the parties will review the performance of the parties and the other factors involved in the operation of the Agreement. The parties retain the right to meet for this purpose. Following these discussions, the parties may (1) agree to continue with the Agreement on the same basis as the then current term, or (2) agree to continue with the Agreement for the current term, but upon different terms and provisions to be agreed upon by the parties and included as an amendment to this Agreement.

4.3. **Status of Employees.** The parties expressly agree that nothing contained in this Agreement will be construed to create an agency or employment relationship between 3DE, JA of Kentuckiana and JCPS or between any 3DE employees or JA of Kentuckiana employees and JCPS. 3DE employees will at all times be employees of 3DE. JA of Kentuckiana employees will at all times be employees of JA of Kentuckiana. JCPS employees will at all times be employees of JCPS. No party assumes any liability for any loss or injury resulting from (1) the acts and omissions of any other party, its directors, trustees, agents or employees or (2) any debt or contractual obligation incurred by any other party.

4.4. **Independent Contractors.** It is mutually understood by the parties that JCPS, 3DE, and JA of Kentuckiana, in performing their respective duties and obligations under this Agreement, are at all times acting and performing as independent contractors with respect to each other, and nothing in this Agreement is intended, and nothing in this Agreement shall be construed to create an employer/employee, partnership or joint venture relationship. No party shall have the authority to act on behalf of any other party, except as otherwise provided herein. Each party acknowledges that it does not have the authority to, and will not, extend the faith and credit of any other party to any third party.

4.5. **Affiliation.** Except as otherwise permitted in this Agreement, no Party shall use the name, logo, nor other copyrighted materials of any other Party in any promotion, advertisement or in any other way without the advance approved written consent of a qualified representative from such other Party. JCPS agrees that its use of the 3DE Brand or any JA of Kentuckiana mark, and any goodwill in the 3DE Brand or JA of Kentuckiana mark resulting from JCPS's use will not create any right, title, or interest for JCPS in the 3DE Brand or the JA of Kentuckiana mark.

4.6. **Ownership and License of Work Product.** All work product and deliverables used or created by 3DE and/or JCPS with respect to the 3DE Model or its implementation pursuant to this Agreement or otherwise related to the 3DE Model, whether partial or complete (collectively the "Work Product"), shall be owned by 3DE and may be used, licensed and sublicensed by 3DE, as so determined by 3DE; provided however that the JCPS curriculum and other JCPS Properties owned or provided by JCPS in connection with the development of the Work Product hereunder shall continue to be owned and used by

JCPS. JCPS shall have no ownership rights in or to the Work Product apart from the JCPS Properties. Accordingly, JCPS hereby assigns and conveys, any and all right, title, interest, and other ownership in and to the Work Product, including all goodwill therein but excluding any and all interest in the JCPS Properties, to 3DE free of additional consideration. This assignment shall occur automatically upon the creation of any Work Product and upon any changes or additions thereto. Though such assignment is automatic under this Agreement, JCPS shall provide and execute all documents necessary to effectuate and record such assignment to 3DE upon request. To the extent any Work Product is not able to be transferred by JCPS to 3DE hereunder by operation of law, this Agreement or otherwise, then JCPS hereby grants and conveys to 3DE a perpetual, exclusive, transferable and sub-licensable license to use, reproduce, distribute, adapt, modify, translate, publicly perform and publicly display, in whole or in part, the Work Product and any and all modifications, enhancements or other derivative works thereof. JCPS represents, warrants and covenants to 3DE that (i) it has the right to grant and convey the foregoing assignment and license of the Work Product (ii) any Work Product provided by JCPS is and shall be free of all liens and encumbrances and (iii) that any Work Product created or provided by JCPS does not infringe the intellectual property rights of any third party.

4.7. Ownership and License of 3DE Properties. All 3DE Properties shall remain the sole property of 3DE, and JCPS acknowledges and agrees that it shall not, at any time, acquire any ownership rights, title or interest in the 3DE Properties, or derivatives or modifications thereof, by virtue of any use JCPS may make of such 3DE Properties and regardless of whether any such rights have been registered. Subject to the terms and conditions of the attached Schedule 4.7, 3DE hereby grants to JCPS, during the term of this Agreement, a nonexclusive and nontransferable royalty free right and license to use the 3DE Properties including the Work Product developed hereunder (as made available to JCPS), but only in connection with the establishment, operation and marketing of the JCPS 3DE Schools. 3DE acknowledges that such license includes the right of JCPS to publish or otherwise use descriptions of the Work Product or other 3DE Properties in its promotional materials during the term of this Agreement. Should this Agreement be terminated, JCPS acknowledges that it must receive the prior written consent of 3DE to use the Work Product or other 3DE Properties or any derivatives thereof. The rights with respect to the 3DE Properties are licensed and not sold to JCPS. The rights to the 3DE Properties are limited to the scope of this express license; there are no implied licenses. All rights and licenses not expressly granted under this Agreement are reserved by 3DE.

4.8. Ownership and License of JCPS Properties. All JCPS Properties shall remain the sole property of JCPS, and 3DE acknowledges and agrees that its shall not, at any time, acquire any ownership rights, title or interest in the JCPS Properties, or derivatives or modifications thereof, by virtue of any use 3DE may make of such JCPS Properties and regardless of whether any such rights have been registered. Subject to the terms and conditions of this Agreement, JCPS hereby grants to 3DE, during the term of this Agreement, a nonexclusive and nontransferable royalty free right and license to use the JCPS Properties (as made available to 3DE), but only in connection with the establishment, operation and marketing of the JCPS 3DE Schools, including the development of the Work Product hereunder. Furthermore, the parties acknowledge that certain JCPS Properties will be used by JCPS and 3DE in connection with creating the Work Product. Notwithstanding

any other provision of this Agreement, in the event that any JCPS Properties or part thereof are used in and comprise a part of the Work Product created or provided by JCPS, then JCPS hereby grants to 3DE a perpetual, royalty-free, transferable license to use such JCPS Properties or part thereof as part of the Work Product or 3DE Model, so long as (i) the JCPS Properties are not used by themselves separate and apart from the Work Product or the 3DE Model and revisions, enhancements and derivatives thereof, and (ii) all references or identifiers to JCPS are removed from the Work Product or 3DE Model and any revisions, enhancements or derivatives thereof.

4.9. **Delegation of Duties.** The parties agree and acknowledge that the functions and powers of each party may be exercised only by each party and may not be delegated to a third party without written agreement by the other party.

4.10. **Insurance.** Each party will obtain and maintain at its own expense insurance policies for general liability insurance and professional liability insurance from commercial insurance companies licensed to transact insurance in the State of Kentucky, in amounts, form, and carrier satisfactory to the parties, and shall, upon request, provide each other with copies of certificates of insurance as evidence of such coverage. If any party changes insurance carriers or has the coverage described herein decreased or terminated, such party will notify in writing the other party at least thirty (30) days prior to the expiration or termination of the current coverage.

4.11. **Cooperation.** Except where there is an actual or potential conflict of interest, 3DE, JA of Kentuckiana and JCPS shall cooperate in good faith in connection with any legal claim asserted against either of them in connection with the 3DE Model, and may, in their discretion, enter into a joint defense arrangement calling for the collective assertion of the joint defense privilege.

4.12. **Governing Laws.** This Agreement shall be governed by, subject to and construed under the laws of the State of Kentucky.

4.13. **Amendments to Agreement.** This Agreement may be amended by a writing signed by all parties.

4.14. **Breach of Agreement.** If any party is in material breach of its obligations under this Agreement, a non-breaching party may terminate this Agreement if the breach is not cured within thirty (30) days after the non-breaching party provides written notice of the breach to the breaching party, subject to the notice and termination provisions of Section 4.15 hereof.

4.15. **Termination of Agreement.** It is understood and agreed that because this Agreement is geared toward the academic year of teaching, educational services for students, and the employment of teachers, unilateral termination without due notice during the term of this Agreement is not appropriate. Therefore, the parties agree to provide the other parties with sixty (60) days advance notice of termination of this Agreement. Should any party breach a material term of the Agreement that endangers student or school employee safety, the Agreement may be terminated at once. Notice of any termination shall

be in writing and shall be deemed to have been given as of the date and time that it is (1) hand delivered, (2) delivered by the United States Postal Services, Certified Mail, return receipt requested, postage pre-paid, (3) delivery is completed by a nationally recognized overnight delivery company, or (4) delivery is made by facsimile and evidence of such transmission is retained by the sender. Should 3DE be unable to fund its involvement in JCPS 3DE Schools through securing of grants and/or their general and customary fundraising efforts, the parties will meet to discuss whether termination of the Agreement is appropriate.

4.16. **Severability.** In the event that any provision of this Agreement or the application hereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.

4.17. **Entire Agreement.** This Agreement, including the preamble and recitals which are hereby incorporated by reference, constitutes the entire understanding between the parties and supersedes all other agreements, whether written or oral, concerning the subject matter thereof and specifically supersedes the previous agreement between JCPS and Junior Achievement of Kentuckiana.


4.18. **Official Contacts for Agreement.** This Agreement, which shall be effective as of November 13, 2019, has been executed on behalf of:

[Signatures on the following page]

JEFFERSON COUNTY PUBLIC
SCHOOLS

3DE Kentucky, LLC

Dr. Martin Pollio, Superintendent



Jack Harris, President & CEO

Date

Date

10/10/2019

ACKNOWLEDGED AND AGREED:

Junior Achievement of Kentuckiana, Inc.



Debra H. Hoffer, President

Date

10/15/2019

Schedule A

Definitions

“3DE Brand” means (i) the brands, logos, trademarks, service marks, trade names, commercial symbols, and other proprietary property developed and owned by or for 3DE National for use in connection with the 3DE Model, including without limitation “3DE” and (ii) all goodwill associated with the foregoing.

“3DE Materials” means materials in physical, digital or any other format relating to or used in connection with 3DE Programs designed to educate and train youth in the concepts and practices of work readiness, entrepreneurship, financial literacy, business, ethics, and any related economic-based content, including without limitation educational and instructional materials and methods, designs and color schemes for curriculum and promotional materials prepared and distributed in relation to the 3DE Materials, other materials and specifications for certain products, and methods of operation, including manuals covering business practices and policies. It may include materials developed by 3DE National and any affiliate of 3DE National.

“3DE Programs” means curriculum, events, experiences, programs, processes, and activities in every form whatsoever relating to the 3DE Model and may include those developed by 3DE National or any affiliate of 3DE National or others licensed to use 3DE Properties.

“3DE Properties” means collectively, (a) 3DE Brand, and (b) 3DE Programs and 3DE Materials owned by or licensed to 3DE National, including without limitation the 3DE Model.

“JCPS Properties” means the JCPS Brand, and the specific curricular content and programs (including without limitation the curriculum for the core subjects of English, math, history and social studies), state academic and career preparation standards, school and classroom culture, and content delivery for educational personnel, in every form whatsoever relating to educating youth as owned by, licensed by, other than those used under the licenses in this Agreement, or used by JCPS, whether in physical, digital or any other format. For purposes of this Agreement, it is acknowledged that JCPS obtains, licenses or uses various curriculum provided by third parties, and all such curriculum provided by JCPS for use in connection with developing the Work Product shall remain owned by JCPS or the applicable third party that provided such curriculum to JCPS.

“JCPS Brand” means the brands, logos, trademarks, service marks, trade names, and other proprietary symbols for use in JCPS’s operation of schools.

Schedule 4.7

Terms and Conditions for Use of Licensed 3DE Properties

1. JCPS accepts the license granted in Section 4.7 under the terms and conditions of this Agreement and agrees that it shall only use the 3DE Properties in the manner described in this Agreement. JCPS further covenants and agrees that:

(a) it will not sell, donate, rent, lease, copy, loan, distribute, transfer, assign, license, sublicense, the 3DE Properties to any third party, or authorize or permit any third party to use the 3DE Properties without the prior written consent of 3DE;

(b) it will not use the 3DE Properties other than in connection with and in furtherance of establishing, marketing and operating the JCPS 3DE Schools, and it will not authorize or permit the 3DE Properties to be used in any manner that reflects unfavorably upon the good name, goodwill, reputation or image of 3DE or its affiliates, 3DE National, JA Worldwide or Junior Achievement USA;

(c) it will use variations, modifications or derivatives of the 3DE Properties only if it obtains the prior express written consent of 3DE;

(d) it will respect and comply with all applicable national and international trademark and copyright laws in connection with any use of the 3DE Properties or any portion thereof;

(e) it will not, during the term of this Agreement or thereafter, attack, challenge or dispute the title or any rights of 3DE or its affiliates in and to the 3DE Properties, and all derivatives and modifications thereof, and this provision shall survive the termination of this Agreement;

(f) it will not, during the term of this Agreement and at any time thereafter, adopt or use any brand or marks that are confusingly similar to, or a simulation or colorable imitation of, the 3DE Brand, and this provision shall survive the termination of this Agreement;

(g) it will promptly notify 3DE in writing in the event it learns of any infringement of any of the 3DE Properties by JCPS or any third party;

(h) if requested by 3DE, it will cooperate with 3DE to protect, monitor and defend the 3DE Properties;

(i) it will provide copies of all Work Product in the possession or control of JCPS to 3DE upon request; and

(j) it will use the 3DE Properties in compliance with all applicable local, state and federal laws.

2. Should any right, title, interest, or other ownership in the 3DE Properties become vested in JCPS by operation of law, this Agreement or otherwise, JCPS agrees to assign, and hereby assigns, all such right, title, interest, and other ownership, including all goodwill therein, to 3DE free of additional consideration. Though such assignment is automatic under this Agreement, JCPS will, upon request, provide and execute all documents necessary to effectuate and record such assignment to 3DE.

Addendum One

JCPS 3DE Schools

In accordance with the Memorandum of Agreement (“Agreement” or “MOA”) between Jefferson County Public Schools (“JCPS”) and 3DE, JCPS seeks to implement the 3DE Model at selected high school(s) in JCPS as agreed with 3DE, with 3DE to open in the 2021-2022 school year.

All terms and conditions of the Agreement shall apply to the JCPS 3DE Schools.

The JCPS 3DE Schools opening in the 2021-2022 school year shall serve as the initial lead school(s) within JCPS with the potential and desire to replicate and expand into additional schools as part of a five-year strategic plan, which will be mutually agreed upon by JCPS and 3DE.

Addendum Two

Personnel Input

3DE On-Site Personnel

In accordance with Section 1.3 of the Memorandum of Agreement (MOA) between JCPS and 3DE, 3DE will hire, with JCPS input as described below, at least 2 full-time employees to serve as the Director-3DE and the Partnership Manager-3DE. The Director-3DE and Partnership Manager-3DE will be filled by 3DE employees and will be paid for with 3DE funds.

JCPS Input

- **Recruitment:** JCPS may refer candidates to 3DE for the Director-3DE and Partnership Manager-3DE positions in accordance with the 3DE hiring process and timeframes. 3DE will share the hiring process and timeframes with JCPS.
- **Screening and Joint Selection:** While 3DE will drive the initial phases of the screening and interview process, 3DE will schedule a meeting among the 3DE school principal; the final candidate for each position (Director-3DE and Partnership Manager-3DE); and a representative or representatives of 3DE before making a final offer. Screening and joint selection will align to the competencies and mindset listed below.
- **Feedback:** As part of the performance management and professional development process for 3DE employees and in compliance with 3DE policies, JCPS personnel and school resources may provide feedback and input to 3DE regarding the Director-3DE and Partnership Manager-3DE in accordance with the competencies and mindset below.

<i>Director 3DE Competencies and Mindset</i>	<i>Partnership Manager 3DE Competencies and Mindset</i>
<ul style="list-style-type: none">• Collaborative leadership within a high-stakes environment• Team management through change process, from beginning to end state• Organizational decision-making, through gathering, analyzing and managing data• Advanced understanding of the operation, strategic work and accountabilities of local schools• Consensus building with a variety of public and private partners• Effective communication delivered to diverse audiences and through a variety of mediums• Entrepreneurial mindset by willing to take risks and welcoming change. Orientation to innovation and overcoming obstacles. Generates ideas and thinks past boundaries	<ul style="list-style-type: none">• Advanced time management and organizational skills, executed in high-demand environment• Expert oral and written presentation skills, delivered through a variety of mediums• Keen sense of emotional intelligence and cultural agility• Effective and engaging interpersonal skills, resulting in the ability to influence a wide-range of constituents• Strategic community building, through volunteer efforts in public and/or private sector(s)• Entrepreneurial mindset by willing to take risks and welcoming change. Orientation to innovation and overcoming obstacles. Generates ideas and thinks past boundaries

JCPS 3DE Personnel

In accordance with Section 2.4 of the Memorandum of Agreement (MOA) between JCPS and 3DE, JCPS will be responsible for the employment and management of all 3DE personnel, with the exception of the Director-3DE and Partnership Manager-3DE, who will at all times be employees of 3DE. JCPS will recruit and hire all qualified educational personnel and classified personnel for administrative and/or operational functions of 3DE, with 3DE input as described below, and these employees will meet the 3DE and JCPS expectations described below. In accordance with Section 2.5 of the Memorandum of Agreement (MOA) between JCPS and 3DE, JCPS will hire/designate, with 3DE input as described below, at least one full-time employee to serve as the Assistant Principal.

Addendum Two (continued)

Personnel Input

3DE Input

- **Recruitment:** 3DE may refer candidates to JCPS for educational personnel and classified personnel for administrative and/or operational functions of 3DE and for the Assistant Principal in accordance with JCPS hiring process and timeframes. JCPS will share the hiring process and timeframes with 3DE.
- **Screening and Joint Selection:**
 - Assistant Principal: While JCPS may drive the initial phases of the screening and interview process, JCPS will schedule a meeting among a JCPS representative or representatives (e.g., 3DE school principal); the final AP candidate; and a 3DE representative or representatives before making a final offer. Screening and joint selection will align to the competencies listed below.
 - Educational Personnel: A 3DE representative will meet/screen all educational personnel candidates, in partnership with a JCPS representative or representative (e.g., Assistant Principal) before a final offer is made. In addition to JCPS screening and selection criteria, 3DE screening and joint selection will align to the competencies/expectations listed below. Screening and joint selection will align to the competencies listed below.
 - Classified Personnel: A 3DE representative will meet/screen all classified personnel candidates, as applicable and tied to administrative or operational functions of 3DE (e.g., counselor if applicable), in partnership with a JCPS representative or representative (e.g., Assistant Principal) before a final offer is made.
- **Feedback:** As part of the performance management and professional development process for JCPS employees and in compliance with JCPS policies, 3DE on-site personnel may provide feedback and input to JCPS regarding the Assistant Principal-3DE; JCPS educational personnel dedicated to 3DE; and, as applicable, classified personnel dedicated to 3DE tied to administrative or operational functions of 3DE. Feedback and input for classified personnel, as applicable, will be in accordance with the entrepreneurial mindset described in the table below. Feedback and input for the Assistant Principal-3DE and JCPS educational personnel dedicated to 3DE will be in accordance with the competencies and mindset described below.

<i>Assistant Principal – 3DE Competencies and Mindset</i>	<i>Educational Personnel – 3DE Competencies and Mindset</i>
<ul style="list-style-type: none">• Excitement and passion for going above and beyond to try something new• Exemplary leadership for both students and teachers• Ability to have a high-trust and productive working relationship with 3DE on-site personnel and 3DE regional and national personnel• Understanding the role that interdisciplinary, competency-based education – infused with business connectivity and entrepreneurial mindset - can have for student success• Entrepreneurial mindset by willing to take risks and welcoming change. Orientation to innovation and overcoming obstacles. Generates ideas and thinks past boundaries	<ul style="list-style-type: none">• Willingness to push students to take ownership for their future – to investigate, to analyze, and to develop solutions.• Orientation to a team-based approach among teachers, students, parents, 3DE, and other partners to support academic and non-academic student needs• Capacity to authentically infuse business connectivity into all aspects of learning – including business and core courses• Orientation to an interdisciplinary approach and capacity to teach through interdisciplinary strategies in a blended learning environment• Entrepreneurial mindset by willing to take risks and welcoming change. Orientation to innovation and overcoming obstacles. Generates ideas and thinks past boundaries

Addendum Three

Model Fidelity Framework

3DE: AN INTEGRATED & COMPREHENSIVE PARTNERSHIP MODEL DRIVING STUDENT ENGAGEMENT, UNLOCKING ACADEMIC POTENTIAL, & EXPANDING ECONOMIC OPPORTUNITY

VALUE PROPOSITION TO JCPS/SCHOOLS – *WHAT 3DE UNIQUELY BRINGS TO THE TABLE:*

- **STRATEGIC PARTNERSHIP** – a joint venture combining the core competencies of School Districts, Junior Achievement, and the broader Business Community.
 - **Catalyst for Change** — investments and capabilities that bring innovation from the inside-out
 - **Capacity-Building** -- supporting existing infrastructure to exponentially increase impact through the school/system
- **REAL-WORLD INTERDISCIPLINARY INTEGRATION** – linking standards/competency-based and project-based education to drive higher student engagement and academic outcomes.
 - **Case Methodology** — expertise in Case Design as the driving instructional method to provide real-world applicability and integration through all core academic subjects
 - **Turnkey Business Connectivity** — creates authentic integration to the business community; and direct management of those external partnerships for consistency and quality.
- **ON-SITE TEACHER SUPPORT & DEVELOPMENT** – partnering to build competencies and capabilities
 - **On-Site Support & Coaching** -- resources and tools provided for teachers to be able to implement the model with consistent fidelity, while also providing for greater flexibility and autonomy
 - **Change Management Expertise** — modeling, observation, and common planning to move through the change in pedagogy and learning, and bringing that methodology out into the broader school/system
- **EQUITY** – a model designed to serve the diverse needs of students
 - **Opportunity** — open to all students, regardless of academic baselines, socio-economic demographics, interests, or past behavior
 - **Replicable** -- ability to be delivered across wide spectrum of high school “ecosystems”

VALUE PROPOSITION TO STUDENTS/PARENTS – *WHAT 3DE UNIQUELY BRINGS TO THE TABLE:*

- **RELEVANT & EXPERIENTIAL LEARNING** – interdisciplinary learning that is authentically connected to real-world complexities; proven to drive student engagement, foster self-motivation, and raise aspirations.
- **MULTI-DIMENSIONAL COMPETENCIES** – a focus on building higher-order transferable skills for a fast-changing economy; eg. critical thinking, problem-solving, innovation, and an entrepreneurial mindset.
- **RIGOROUS & DIVERSE COURSE OF STUDY** – comprehensive approach to education with differentiated learning models, including AP, IB, Dual Enrollment, Industry Certifications, and Career Pathway Completion.
- **BROAD CAREER EXPOSURE** – deep exposure to 16 different companies/industries through 9th-11th Grade Case Challenges, Site Visits, and 12th Grade Consultancy Projects.
- **AUTHENTIC IMMERSION** – tangible demonstration of career-based learning experiences that build differentiated portfolios for post-secondary readiness.
- **ADVISORS/COACHES** – dedicated personnel to advise, counsel, and bridge students to their future opportunities, along with direct interaction with career professionals through classroom advisors and site visits.

Addendum Three (continued)

Model Fidelity Framework

FRAMEWORK FOR PARTNERSHIP WITH SCHOOL JCPS

AGREEMENT WITH JCPS	IMPLEMENTATION ALIGNMENT
<i>Student Cohort Structure: Building Culture</i>	<ul style="list-style-type: none"> ✓ Cohort size large enough to justify dedicated AP and teacher allocation; (typically, 150 students per grade level; 600 students 9th-12th grade). ✓ Proactive enrollment strategies to ensure “mirroring approach” to host school student body - (i.e. no selection criteria). ✓ Physical contiguous space for 3DE classrooms, as well as a dedicated “team room” within that space to serve as an office for the on-site 3DE personnel.
<i>Course Outline/Scheduling: Holistic and Comprehensive</i>	<ul style="list-style-type: none"> ✓ Cohort scheduling that enables 3DE students to have 75-80% of their academic courses within 3DE; (course outline still allows for flexibility in AP, Dual Enrollment, and IB). ✓ All Core Academic Subjects housed within 3DE; (4 courses per grade level -- Math, Science, English, Social Studies). ✓ CTE Electives housed within 3DE; (1-2 per grade level – still allows for “choice” options in schedule). ✓ Senior Consultancy Project for all 12th Graders; (allows for flexibility with internships/work-based learning/apprenticeships).
<i>Teacher Allocation: Joint Selection & On-Boarding</i>	<ul style="list-style-type: none"> ✓ Allocation of 5-6 teachers per grade level to cover all subject areas (teacher allocation covered through School Budget). ✓ Teachers with 100% of their time dedicated to 3DE courses/responsibilities. ✓ Joint sourcing & selection process of teachers; (based on joint competencies matrix). ✓ Professional development from 3DE along with cross-network collaboration.
<i>Instructional Approach: Case Methodology with interdisciplinary integration across all subject areas</i>	<ul style="list-style-type: none"> ✓ Weekly common planning led by 3DE to ensure interdisciplinary approach. ✓ Consistent implementation of Case Method across all subject areas; (built as an iterative multi-week process, with competencies woven through). ✓ Company activation of case challenges to create authentic real-world scenarios; (activation includes brand integration and employee engagement). ✓ Standards-based integration into case challenges based on framework and design provided by 3DE. ✓ Centralized case design through 3DE curriculum team.
<i>Governance: Co-Administration between School District & 3DE</i>	<ul style="list-style-type: none"> ✓ On-Site Personnel provided by 3DE through separate 3DE budget; (two positions – 3DE Director & Partnership Manager). ✓ Dedicated Assistant Principal allocated by school district budget for shared governance and administration with 3DE Director. ✓ Access to student-level data and shared 3rd party assessments. ✓ Transparency of budgetary roles/responsibilities (i.e. what is covered by 3DE, School District, Host School)

Addendum Four

Data Sharing Agreement

This Data Sharing Agreement (“DSA” or “Agreement”) is entered into as of the signature date of the Memorandum of Agreement between Jefferson County Public Schools (“JCPS”) and 3DE.

Section 1. Data Sharing

- 1.1 **Scope and Purpose.** JCPS agrees to share with 3DE the following data for JCPS students who are currently participating in 3DE programs in order to allow 3DE to serve the students in 3DE to evaluate the 3DE programs:
 - See Schedule 2.14 that is attached hereto and incorporated into this Agreement.
- 1.2 **Data Collection.** Data will be provided within a reasonable time upon request in a manner deemed appropriate by JCPS to the designated representatives of 3DE as follows/ Representatives will be designated in writing by the parties (see Schedule 2.14 for designated representatives).

All requests to JCPS shall be directed to:

**Jefferson County Public Schools
Data Management and Research Department
Florence.Chang@jefferson.kyschools.us**

- 1.3 **Ownership of Data.** JCPS retains all ownership rights in all JCPS data, education records and personally identifiable student information provided to 3DE. Notwithstanding any other term of this Agreement, 3DE will not disclose JCPS data, personally identifiable information or education records received in any manner to any third party except as permitted by the District and 34 C.F.R. 99.33(a). JCPS may have access to student records maintained by 3DE with ten (10) business days’ notice to 3DE at no charge to JCPS. 3DE will provide JCPS a copy of all evaluation reports or results within ten (10) business days of completion.

With respect to information protected by FERPA, 3DE may not continue to maintain education records or personally identifiable information of students after termination of this Agreement. Unless otherwise agreed to in writing by the parties, within ten (10) business days of termination of this Agreement for any reason, 3DE must, as requested by JCPS, destroy or return to JCPS all data, education records and personally identifiable student information.

Section 2. Student Records

This DSA applies to the collection and use of all JCPS student data by 3DE and represents the minimum care required with respect to JCPS student data. 3DE warrants and shall ensure that all affiliated entities, employees, contractors, agents, and representatives will hold such information in strict confidence and not disclose such information to third parties, except to the extent required by law, will be bound to comply with this DSA. To this end, the parties will advise each of its affiliated organizations, employees, agents, and representatives to keep such information confidential.

- 21 3DE and its affiliated organizations shall comply and shall assist JCPS in compliance, in all material respects, with federal and state laws and regulations regarding privacy of information and confidentiality of student records, including, without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C § 1232g, and the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h.
- 22 JCPS designates 3DE as “authorized agent” within the meaning of FERPA, as the services provided to JCPS by 3DE are functions that would normally be provided by JCPS, including enrichment services and programs for students in JCPS and the evaluation of those programs and services. 3DE have a legitimate educational interest in student educational records and information. 3DE will be under the direct control of JCPS data, with respect to the use and maintenance of JCPS personally identifiable information and education records, as those terms are defined by FERPA. 3DE may use JCPS personally identifiable information and education records only for the purpose of performing obligations to JCPS to evaluate or provide programs and services to JCPS in accordance with this DSA.

Section 3. Data Security

- 3.1 **Privacy, Confidentiality, and Security.** 3DE understands and agrees that it is imperative to protect JCPS data in order to protect public resources and to prevent identity theft or other malicious and damaging acts. 3DE shall comply with all applicable federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, including but not limited to those pertaining in any way to the privacy, confidentiality, security, management, and disclosure of JCPS data and information. 3DE shall also adhere to all applicable industry standards concerning privacy, data protection, confidentiality and information security as well as all JCPS policies, procedures, and operating guidelines regarding privacy, confidentiality, and security.
- 3.2 **Protection of Data.** 3DE shall take all commercially reasonable measures necessary to keep the JCPS data confidential, including, without limitation, all measures it takes to protect its confidential information of a similar nature. Without limiting the effect of the preceding sentence, 3DE will take commercially reasonable actions, legal or otherwise, necessary to cause its representatives to comply with the provisions of this Data Sharing Agreement and to prevent any disclosure of JCPS data by any of them.
- 3.3 **Notice of Data Breach.** 3DE shall give prompt written notice to JCPS of any suspected or actual security breach that may or does impact JCPS data or of any unauthorized use or disclosure of JCPS information. 3DE shall assist JCPS in remedying each unauthorized use or disclosure at 3DE's expense. Giving assistance does not waive any breach of this Data

Sharing Agreement by 3DE, nor does acceptance of the assistance constitute a waiver of any breach of this Data Sharing Agreement.

- 3.4 **Breach of Data Sharing Agreement.** 3DE acknowledge and agrees that an award of money damages is inadequate for any breach of this Data Sharing Agreement by 3DE, or any of their respective agents, representatives, administrators, employees, officers, directors, attorneys, successors and assigns; and that any breach causes JCPS irreparable harm. Therefore, in the event of any breach or threatened breach of this Data Sharing Agreement by 3DE or any of their representatives, JCPS is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages and without the posting of a bond.
- 3.5 **Modification.** No modification of this DSA will be valid unless in writing and executed by authorized representatives of all Parties.
- 3.6 **Use of Contractors.** No contractors or assignee are permitted by use by 3DE without specific written agreement of JCPS.
- 3.7 **Choice of Law.** This DSA shall be interpreted, construed and given effect in all respects according to the laws of the State of Kentucky. The exclusive venue for any action arising out of or related to this Agreement shall be in the federal, superior, or state courts of Kentucky, and the Parties waive any and all objections to such venue.
- 3.8 **Severability.** The invalidity of any provision of this Agreement will not affect the validity of any other provision.
- 3.9 **Research.** Except as otherwise agreed, including in Section 1.6 of the Memorandum of Agreement, this DSA does not authorize 3DE to conduct research with JCPS data, students or staff. All research must be separately approved pursuant to JCPS Policy ICC.
- 3.10 **Term and Termination.** This Agreement will automatically terminate upon the termination of all programs in operation in partnership between 3DE and JCPS. This Agreement may be terminated by JCPS with thirty days written notice to 3DE
- 3.11 **Publications.** 3DE shall have the right, at their discretion, to release, discuss, or publish research findings resulting from the research study or to use research findings for its educational and research purposes, provided that publication and use do not violate the terms of this agreement. Any data published shall be presented in aggregate statistical form only.

The District hereby provides written approval for 3DE to identify the District or District schools in grant letters of intent; proposals and fundraising reports, partnership updates shared with the 3DE Board; existing/potential school district partners; potential/existing fundraising partners; and internal 3DE presentations.

- 3.12 **Notices.** All notices to the Parties can be delivered to the following contacts:

TO 3DE:

SVP Strategy & Operations – Shayna Gaspard,
shayna.gaspard@3DEschools.org

Director of Research & Evaluation -Amanda Salvaticus,
amanda.salvaticus@3DEschools.org

TO JCPS:

Director, Planning and Program Evaluation –
Florence.Chang@jefferson.kyschools.us

Schedule 2.14

DATA SHARING AGREEMENT RESEARCH ACTIVITIES

Title: 3DE and Jefferson County Public Schools (JCPS)

Purpose of the project: To support and maximize 3DE progress and outcomes for students, teachers, and the school/school district.

Project Scope: Data usage will be focused on internal operations and student/teacher supports; partnership development and value-add to the partnership between 3DE, JCPS, and the business community and overall community.

Reporting: Data will primarily be used in reports with school and district partners for 3DE school management and continuous improvement (district and school-level contacts). In addition, aggregate data will be utilized in internal and external 3DE reports, including grant letters of intent; proposals and fundraising reports; partnership updates shared with 3DE and the JA of Kentuckiana existing/potential school district partners; existing/potential school district partners; existing/potential fundraising partners; and internal 3DE presentations. For this latter purpose, school-level data would only be reported as part of an aggregate across the 3DE network of schools or as aggregate-only data specific to the JCPS school/JCPS. As per Sections 1.6 and 2.14 of the Memorandum of Agreement between JCPS and 3DE ("MOA"), 3DE will comply with all parameters of confidentiality under FERPA.

Duration: Through June 30, 2026.

Information to be disclosed by the District (including a description of any necessary data handling activities/conditions prior to the release of Confidential Data by the District); and a description of any de-identified information to be retained by 3DE and the process:

MONTHLY FREQUENCY

Data Category	Data Elements	Identification / Level	Scope	3DE Access
Behavioral / Discipline	<ul style="list-style-type: none"> • Programmatic interventions (e.g., tutoring or summer school) • Out-of-School Suspensions (OSS) • In-school Suspensions (ISS) • Other disciplinary codes that are tracked 	Identified Student-Level	3DE Students Only	<ul style="list-style-type: none"> • 3DE School Director • 3DE Chief of Schools • 3DE National Data & Evaluation Team
Attendance	<ul style="list-style-type: none"> • Days enrolled • Instructional hours • Absences – Excused • Absences – Unexcused • Absence Date 	Identified Student-Level	3DE Students Only	
Student Transfers / Withdrawals	<ul style="list-style-type: none"> • Student transfer out of 3DE (date, semester) • Student transfer out of host high school (date, semester) • Student transfer out of district (date, semester) • Transfer reason / location 	Identified Student-Level	3DE Students Only	
Grades / Transcripts	<ul style="list-style-type: none"> • Course title • Course grade • Course credit • Extra credit (e.g., for Honors or AP) • Course department / discipline • GPA • Attempted credits • Total credits • On Track for Graduation 	Identified Student-Level	3DE Students Only	<ul style="list-style-type: none"> • 3DE National Data & Evaluation Team

SEMESTER FREQUENCY

Data Category	Data Elements	Identification / Level	Scope	3DE Access
Previous Student Records <i>Demographic, Academic, Behavioral</i> <i>(Data only pulled once at 3DE school entry)</i>	<ul style="list-style-type: none"> Demographic <ul style="list-style-type: none"> Gender/Sex Race/Ethnicity School Code Age Free-Reduced Lunch Status Gifted and Talented Language Proficiency Limited English Proficiency Status (e.g., ELL) Academic <ul style="list-style-type: none"> State Mandated testing scores Attendance <ul style="list-style-type: none"> Days enrolled Absences – Excused Absences – Unexcused Behavior <ul style="list-style-type: none"> Out-of-School Suspensions (OSS) In-school Suspensions (ISS) 	Identified Student-Level	3DE Students Only	<ul style="list-style-type: none"> 3DE National Data & Evaluation Team
Grades/Transcripts	<ul style="list-style-type: none"> Course title Course grade Course credit Extra credit (e.g., for Honors or AP) Course department / discipline GPA Attempted credits Total credits On Track for Graduation 	Identified Student-Level	3DE Students Only	

SEMESTER FREQUENCY

Data Category	Data Elements	Identification / Level	Scope	3DE Access
Demographic Information	<ul style="list-style-type: none"> Gender/Sex Race/Ethnicity School Code Age Beginning Start Date at School District Free-Reduced Lunch Status English Language Learner (ELL) Gifted and Talented Language Proficiency Limited English Proficiency Status 	Identified Student-Level	3DE Students Only	<ul style="list-style-type: none"> 3DE National Data & Evaluation Team
		De-Identified Student-Level	Host School Students	
Behavior/Discipline	<ul style="list-style-type: none"> Programmatic interventions (e.g., tutoring or summer school) Out-of-School Suspensions (OSS) In-school Suspensions (ISS) Other disciplinary codes that are tracked 	Identified Student-Level	3DE Students Only	
		De-Identified Student-Level	Host School Students	
Attendance	<ul style="list-style-type: none"> Days enrolled Instructional hours Absences – Excused Absences – Unexcused Absence Date 	Identified Student-Level	3DE Students Only	
		De-Identified Student-Level	Host School Students	
Student Transfers / Withdrawals	<ul style="list-style-type: none"> Student transfer out of 3DE (date, semester) Student transfer out of host high school (date, semester) Student transfer out of district (date, semester) Transfer reason / location 	Identified Student-Level	3DE Students Only	
		De-Identified Student-Level	Host School Students	

SEMESTER FREQUENCY

Data Category	Data Elements	Identification / Level	Scope	3DE Access
Student Academic Performance Data	<ul style="list-style-type: none"> State-mandated assessments/tests in language arts, mathematics, social studies, and science, including: <ul style="list-style-type: none"> School Year Subject Scale Lexile Achievement Levels / Performance Bands Reading Indicator Domain scores PSAT / SAT data in reading, writing, and mathematics <ul style="list-style-type: none"> Total Score National Percentage Writing & Language Score Writing & Language National Percentage Math Math National Percentage Test Date School Year AP and IB (as applicable) Scores Career pathway completion End of Pathway assessments Industry Certification Dual Enrollment 	Identified Student-Level	3DE Students Only	<ul style="list-style-type: none"> 3DE National Data & Evaluation Team
		De-Identified Student-Level	Host School Students	

YEARLY FREQUENCY

Data Category	Data Elements	Identification / Level	Scope	3DE Access
Teacher Retention Data	<ul style="list-style-type: none"> % of teachers who return Year 	Aggregate	3DE Teachers Host School Teachers School District	<ul style="list-style-type: none"> 3DE National Data & Evaluation Team

Roles being filled by support staff directly responsible for managing the data in question:

3DE National Data and Evaluation Team:

- SVP of Strategy and Operations (and/or single designee), through which data management and strategy is owned, will have primary access
- Director of Research, Evaluation and Reporting

3DE School Director:

- At school level, 3DE School Director will have access to their 3DE student data only

Name of individual[s] requesting authorization ("Authorized User[s]") to access the district data, including a description of the individual's position:

- Shayna Gaspard – SVP, 3DE Strategy and Operations
 - Owner of data strategy and management as well as evaluation and reporting
- Amanda Salvaticus – Director of Research, Evaluation and Reporting
 - Owner of data management and tracking as well as evaluation and reporting



SUMMARY OF 3DE MEMORANDUM OF AGREEMENT (MOA)

Parties

The MOA is between the School District and 3DE, with the Junior Achievement (JA) Area as a signatory to note the authorization for 3DE to enter into contract with the District. 3DE is listed as a Special Purpose Entity formed by 3DE National for the purpose of operating in a particular state. While 3DE and the District have the responsibility of fulfilling the contract, the JA Area is a co-signer to demonstrate the collaboration that exists between 3DE and the JA Area, e.g., activation of business partners and fundraising.

Responsibilities of 3DE Under the MOA

- **Teacher/School Staff Training, Support, and Professional Development**
 - Interdisciplinary planning support, onboarding, and coaching
 - Leadership opportunities, industry exposure, and connectivity to the 3DE network of teacher, business, and community partners
 - Case methodology content support
- **Case Methodology Framework, Case Design, and Curriculum**
 - Case-based learning experiences using case design expertise including banks of lessons and activities to tie project-based and standards-based education
 - Interdisciplinary case methodology framework driving integration across core subjects to create consistent connection between academic concepts and real-world application
- **Activation of Business Partners**
 - Integration of industries, professionals, and post-secondary exploration into students' 4-year high school experience
 - Student exposure to authentic career-readiness experiences and interaction with volunteers such as classroom advisors and coaches
- **On-Site Personnel**
 - Funded by 3DE and housed at the school
 - Director- 3DE
 - Partnership Manager – 3DE
 - Employed by 3DE, with system/school input
- **Student Safety & Confidentiality**
 - Comply with all applicable laws and policies related to student safety
 - Comply with all applicable privacy laws and regulations, including FERPA and PPRA
- **Acquisition of Resources, Accounting, and Budgets**
 - Secure revenues necessary through business and community partnerships to fund 3DE's scope of services provided
 - Create and maintain 3DE budget in compliance with Generally Accepted Accounting Principles
 - Cover 3DE revenues and expenses, including wages paid to on-site personnel

Responsibilities of the School District Under the MOA

- **School Revenues, Accounting and Budgets**
 - Majority of day-to-day funding comes through the student funding allocation of the school system
 - Teacher allocation to execute and maintain 3DE model fidelity
 - Transportation required for 3DE case experience culminations and consultancies
- **Personnel**
 - Employment and performance management of all district 3DE Schools personnel, including teachers
 - With exception of positions funded and managed by 3DE, e.g., 3DE Director and 3DE Partnership Manager
 - Employed by school system, with 3DE input

- **3DE Administrator**
 - Hire/designate 3DE Administrator, with 3DE input
 - Paid with school system funds
 - 3DE teachers accountable to 3DE Administrator (e.g., performance reviews)
- **Curriculum**
 - 3DE implemented in state-approved courses, infused with 3DE-developed interdisciplinary case methodology framework
 - 3DE personnel will meet weekly as an interdisciplinary team for common planning
- **Data / Permissions and Access**
 - 3DE Staff (select/on-site) and Separate third party
 - Access to student data - will be as per Data Sharing Agreement (Addendum to MOA), ensuring FERPA compliance
- **Existing school system practices, policies, and procedures including the following areas:**
 - Program Policies and Operating Guidelines; Student Assessment; and Records Maintenance
 - Student Conduct; School Operations; Regulatory Compliance and Safety; and Facility Maintenance

Joint Obligations of 3DE and School District

- **Community Launch and Awareness**
 - Collaborate to develop appropriate strategies using shared resources
 - 3DE library of resources provided - school/district personnel to use to generate awareness
 - Leverage existing school/district channels and resources
 - Enroll students in adherence to equity and mirror strategy
- **Strategic Alignment**
 - School System Superintendent and 3DE CEO/President meet once a year to ensure strategic alignment in areas of strategic focus, student achievement and improvement, and financial and resource allocation
- **Program Evaluation and Assessment**
 - Yearly review/evaluation 60-90 days prior to the end of each Academic Year to ensure efficacy and as needed throughout.

Term

- **Five-Year Term**
 - Five Years of School Implementation plus additional time on front end for school planning year

Addenda to MOA

- **Addendum One: District 3DE Schools**
 - Lists the 3DE School names(s) within the school district, allowing for additional schools to be added as applicable and part of a five-year plan
- **Addendum Two: Personnel Input**
 - Provides clarify on joint selection processes, e.g., district/school input to 3DE staff selection; 3DE input to teacher selection
- **Addendum Three: Model Fidelity Framework**
 - Checklist for 3DE Model Framework for alignment checkpoints and value proposition
 - Provides clarity for references in MOA, e.g., enrollment, case methodology framework and curriculum requirements, and co-administration
- **Addendum Four: Data Sharing Agreement**
 - Provides clarity to ensure agreement on how, when, and what data will be shared as mutually agreed upon between 3DE and the school district in accordance with the Confidentiality and Permissions and Access sections of the MOA.