BeWell in School Service Agreement

BeWell in School, a Tennessee nonprofit corporation ("BWS"), and the Board of Education of Fayette County, Kentucky, a Kentucky ______ (the "Board") enter into this service agreement (this "Agreement"), effective as of the date it is signed by both parties (the "Effective Date"), to define the relationship and responsibilities of the parties with respect to the program (the "BWS Program") provided by BWS to students, teachers, and families of the schools designated in Appendix A (the "Schools"). Each of BWS and the Board shall be referred to herein as a "Party", and together as the "Parties."

WITNESSETH:

WHEREAS, the Board governs, guides and directs the work of the Fayette County Public Schools located in Lexington, Kentucky (the "District"), including but not limited to the Schools;

WHEREAS, BWS teaches mindfulness and movement-based stress reduction and provides tools for emotional self-regulation to students and teachers as a proactive behavior management system;

WHEREAS, the Parties recognize the value of collaborative efforts to deliver breathing and movement-based stress reduction tools to students, teachers, and families in order to transform non-learning behaviors into emotional self-regulation;

WHEREAS, the Board has identified the need to provide self-regulation interventions at the elementary level at the Schools and has determined that this need cannot be met by existing District staff; and

WHEREAS, the Parties desire to enter into this Agreement to provide for the delivery of integrated mindfulness and movement by BWS to support students, teachers, and families of the Schools.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties hereby agree as follows:

AGREEMENT:

I. Responsibilities of the Parties

The Parties agree that, except as otherwise described herein, the oversight of the BWS Program rests with BWS and its board of directors, and adherence to the model is critical to the success of students, teachers, and families. The BWS Program is structured on "Tiers of Support" described in Appendix B hereto.

For School-wide support, BWS will provide each School with daily meditations to be read aloud by the principal of the School or another staff member who is pre-approved by BWS, during morning and afternoon announcements, as well as breathing exercises, movement strategies, and classroom exercises for the BWS trained staff members to incorporate throughout the day.

For more individualized support, BWS will train an instructor employed by the District at each School (the "BeWell Teacher") and staff members at each School (the "BeWell Ambassadors"),

vetted by the District and BWS, to work on-site with students, staff, and families. The BeWell Teacher will be at the designated School full-time (i.e., not less than 35 hours per week, when the School is in session), with the exception for extenuating circumstances. BWS will observe and provide feedback on a quarterly basis for the BeWell Teacher, BeWell Ambassadors, and the School-wide implementation of the BWS Program. Frequency of observations may increase if BWS deems necessary.

Each School will provide a classroom to be used exclusively by BWS (the "BeWell Room") to facilitate the activities of BWS and the BeWell Teacher. Each School will make available materials (e.g., writing materials/pencils, art supplies, technology, notebooks, furniture, etc.) for use by BWS that fit within the School's budget and are reasonably necessary to carry out the BWS Program. To the extent materials provided by the School are not consumed by BWS (e.g., writing materials/pencils, art supplies, technology, notebooks, furniture, etc.), they shall remain the property of the School.

The successful implementation of the BWS Program depends upon a clear understanding regarding the use of the BeWell Teacher, the BeWell Ambassadors, the BWS Program, and the BeWell Room. The BeWell Teacher and BeWell Ambassadors will perform, and the BeWell Room will be used for, activities directly aligned with the goals of the BWS Program, and any deviation from such goals must be discussed with and agreed upon in advance by BWS.

Specific responsibilities of the Parties are listed below.

BWS will:

- 1. Train a BeWell Teacher and team of BeWell Ambassadors for each School. These individuals will be dedicated to the implementation of the BWS Program by:
 - Serving as resources for students, teachers, and families to learn about and practice breathing, movement, wellness, self-care
 - Building community partnerships to offer wellness classes and needed materials / props

 All tangible and intangible materials and resources provided by BWS to a School or used as a part of the curriculum provided by BWS belong to BWS ("BeWell Materials") and are only allowed for use by the Schools so long as this Agreement is in effect.

The District will:

- 1. Acknowledge that full discretion and ultimate authority over the curriculum and its implementation lies with BWS. The District commits to supporting the implementation of the BWS Program by ensuring that each School actively engages with the BeWell Teacher on efforts that fall within the scope of the BWS Program, as well as ensuring that the BeWell Ambassadors and BeWell Teacher are integrated into the School community and BWS is seen as a valued partner. The School principal will serve as the primary point of contact for the BeWell Teacher and BWS. Each School will cause the BeWell Teacher and BeWell Ambassadors to demonstrate the highest standards of practice consistent with BWS's philosophy that is trauma-informed and culturally responsive.
- 2. Pay all applicable fees within fifteen (15) calendar days after receipt of an invoice from BWS. Ensure that each School purchases materials for the BeWell Room as budget allows. Reimburse BWS for all pre-approved and documented out-of-pocket expenses.

- 3. Support successful implementation of the BWS Program by sharing program information with School staff during professional development and/or faculty/staff meetings at a minimum of 2 times per school year. The BeWell Teacher will participate in faculty/staff meetings.
- 3. Support successful implementation of the BWS Program by ensuring that each School provides a classroom space and makes time to share program information with School staff during professional development and/or faculty/staff meetings at a minimum of 2 times per school year. School staff will offer feedback through quarterly surveys.
- 4. Ensure that all BWS employees, contractors and volunteers having direct contact with students on a regularly scheduled and continuing basis have undergone the appropriate criminal background checks and provided a clear to hire letter from the Cabinet of Health and Family Services prior to commencement of work, in accordance with District policies.
- 4. Assist BWS, if needed, in securing the necessary resources for background checks and clear to hire letters in accordance with District policies.
- 5. Observe and formally evaluate the BeWell Teacher's capacity, competencies, and contributions during a 90-day introductory period, at the end of the first semester, and again at the end of the school year.
- Maintain open communication with BWS staff and provide quarterly feedback regarding progress and challenges when delivering supports. If any critical issues arise, immediately report to BWS Point of Contact (identified below).
- 6. Work collaboratively with School leaders and identified leadership members to collect data from students, teachers, and families.
- Work collaboratively with the District, Schools, community, partners, and BWS to collect data from students, teachers and families.
- 7. Establish and/or identify members of a "School Support Team" that may include School staff, leadership, and others to inform and monitor BWS Program and how BWS can assist in meeting each School's behavioral and academic goals and to offer guidance and assistance in delivering the three tiers of support. (See Appendix B).
- 7. Ensure that each School integrates the BeWell Teacher and BeWell Ambassadors with the School Support Team to ensure the delivery of the BWS Program aligns with each School's goals.
- 8. Use the annual "School Support Plan" (includes goal(s) to address identified needs and metrics) to implement the BWS Program and evaluate the effectiveness of the Services delivered.
- 8. Ensure that each School shares its School Support Plan with BWS, assists in the development of annual goals, implements the BWS Program, and facilitates the collection of data.

- 9. Comply with the District's security protocols with respect to student information and maintain the confidentiality of such data.
- 9. Ensure that the District and/or Schools provide direct access to the student data management system, along with login, training, and tech support, for the purpose of monitoring and evaluating progress of students as well as School-wide goals. Provide and ensure access to both aggregate and student level data for the following: attendance, standardized grades, growth-based test scores, MSAP 21st Century Skills (if applicable), behavior referrals, promotion/graduation status, School demographic data, free and reduced lunch qualification data, and any additional data points as deemed necessary.
- 10. Develop and manage a consistent, Schoolspecific referral process for School staff and students to use when referring students to the BeWell Room.
- 10. Ensure that each School works with the BeWell Teacher, BeWell Ambassadors, and other School staff to establish and maintain a consistent, School-specific referral process for the BeWell Room. If the School has access to Early Warning Indicator data (attendance, behavior, academics), then the School will work with the BeWell Teacher to review student data on a regular basis to identify students who might benefit most from BWS programming.
- 11. Provide semester reports on both the progress toward School-specific goals and individual student progress, as well as a summary of all outcomes in a year-end report.
- 11. Ensure that each School participates in semester partnership meetings with the BeWell Teacher, BeWell Ambassadors, and BWS staff to review data and discuss progress toward agreed upon School-wide goals.
- 12. If BWS determines that a BeWell Teacher, BeWell Ambassador, or volunteer is not a "good fit" for the BWS Program, BWS shall have the right to have such person replaced (subject to BWS's approval and training), and the District shall bear 30% of any additional training fees for such replacement personnel. Notwithstanding the preceding sentence, if BWS determines that a BeWell Teacher is not a "good fit" for the BWS Program and seeks to have such BeWell Teacher replaced, but the School does not want to replace the BeWell Teacher, the Board may request that the School be removed from this Agreement.
- 12. Promptly notify BWS following identification of any issues with the BWS Program or personnel, and work with BWS in good faith to resolve such problems. Cooperate with BWS in replacing a BeWell Teacher, BeWell Ambassador, or volunteer when requested by BWS.

13. Provide teachers and families with programming and materials.	13. Ensure that each School provides the BeWell Teacher with office space/classroom (designated as the BeWell Room), Internet access, and printing access and capability.
14. Market and promote the District in its marketing materials.	14. Market and promote BWS in its marketing materials.

II. Contacts

The point of contact for BWS and the Board or District is listed below.

	BWS	Board or District	
Name	Riki Rattner	Raine Minichan	
Title	Executive Director	Associate Director of Student	
		Support Services, Mental Health +	
		Social-Emotional Learning	
Telephone	650-248-8757	859-785-4354	
Email	riki@bewellinschool.org	raine.minichan@fayette.kyschools.us	

III. Term

This Agreement is effective as of the Effective Date. Except as otherwise provided herein, the Parties' rights and obligations hereunder shall commence on July 1, 2022 and shall continue for a period of twelve months (the "Initial Term"). The Parties acknowledge and agree that this Agreement shall automatically renew for subsequent twelve-month periods (each, a "Renewal Term"), in the absence of Notice by either Party of such Party's intent not to renew the Agreement ("Notice of Termination"). In the event either Party does not wish to renew this Agreement, the Party must serve a written Notice of Termination on the other at least 120 days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term."

IV. Representations and Warranties

By BWS. BWS represents and warrants that, during the Term:

- 1) BWS is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
- 2) BWS will comply with applicable law in the performance of its obligations hereunder.
- 3) BWS shall not discriminate in the performance of its obligations hereunder or in any program or activity that it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex or disabling condition.
- 4) BWS has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232q; 34 CFR Part 99).

By the Board. The Board represents and warrants that, during the Term:

- 1) The Board has the authority to bind the District and the Schools to the obligations identified herein.
- 2) The Board, the District and the Schools will comply with applicable law in the performance of their obligations hereunder.

V. Intellectual Property Rights

BWS Ownership. The Board acknowledges and agrees that BWS reserves and shall retain its entire right, title, and interest in and to the BWS Program, the BeWell Materials and the services made available to the District and Schools by BWS for use with students, staff and families of the Schools, whether administered by an employee of BWS or by an employee of the District (the "Services"), and all Intellectual Property Rights arising out of or relating to the foregoing. As used herein, "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world. The BWS Program, the BeWell Materials, the Services, and the Intellectual Property Rights arising therefrom shall collectively be referred to herein as the "BWS Intellectual Property." The Board agrees that none of the Board, the District or any School will challenge, or assist any third party in challenging, BWS's ownership of the BWS Intellectual Property, in whole or in part.

<u>License</u>. BWS hereby grants the District a limited, revocable, non-transferable and non-exclusive right and license to use the BeWell Materials at the Schools during the Term.

<u>Infringement</u>. The Board shall ensure that the District and each School shall safeguard the BWS Intellectual Property from infringement, misappropriation, theft, misuse, or unauthorized access by any person under the District's control, including all BeWell Teachers, BeWell Ambassadors and other employees and agents. The Board, District or any School shall promptly notify BWS if such party becomes aware of any infringement of the BWS Intellectual Property and shall fully cooperate with BWS in any legal action taken by BWS to enforce its Intellectual Property Rights.

<u>Feedback</u>. In the course of using the Services and the BeWell Materials, School personnel may provide BWS with feedback, including but not limited to suggestions, observations and problems regarding the Services or the BeWell Materials (collectively, "Feedback"). The Board, on behalf of each School, hereby grants BWS a worldwide, irrevocable, perpetual, royalty-free, transferable, sub-licensable, non-exclusive right to use, copy, modify, distribute, display, perform, create derivative works from, and otherwise exploit all such Feedback.

<u>Trademark Use</u>. The District and each School may use BWS's trademarks, trade names, and parts thereof for the sole purpose of identifying and advertising the Services and their relationship with BWS. BWS may use the District's and each School's trademarks, trade names, and parts thereof for the purpose of identifying and advertising them as users of BWS's Services.

VI. Confidential Information and Use

<u>Confidential Information</u>. From time to time during the Term, either Party, the District or a School (as the "Disclosing Party") may disclose or make available to the other Party, the District or a School (as the "Receiving Party") information about the Services, the BeWell Materials, or

its confidential information and materials comprising or relating to Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information. Such information, whether orally or in written, electronic, or other form or media, and whether or not identified as "confidential," is collectively referred to as "Confidential Information" hereunder.

Notwithstanding the foregoing, Confidential Information does not include information that at the time of disclosure: (a) is known by the public other than as a result of, directly or indirectly, any breach of this Section VI by the Receiving Party or any of its representatives; (b) is available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or (d) is required to be disclosed pursuant to applicable law.

Protection of Confidential Information The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any person, except those persons who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. Without limiting the generality of the preceding sentence, each School shall cause each BeWell Teacher, BeWell Ambassador and any other employee or agent of the School who obtains or is given access to BWS Confidential Information to comply with the School's confidentiality obligations with respect thereto.

VII. Fees

The fees for the provision of the Services during the Initial Term are \$100,000 (the "Initial Fee"). The Board shall pay the Initial Fee promptly following the Effective Date, and in no event later than fifteen (15) calendar days following receipt of an invoice from BWS. In addition, the Board shall reimburse BWS for travel expenses that are pre-approved and comply with the District's travel policies, in an aggregate amount not to exceed \$2,000, within fifteen (15) calendar days following receipt of an invoice from BWS.

VIII. Cooperation and Non-Disparagement

The Parties agree to cooperate and work together in good faith to implement the provisions of this Agreement. In furtherance thereof, each Party covenants and agrees that it will not at any time, and the Board will ensure that the District and the Schools do not, directly or indirectly or through its affiliates or representatives, make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements

concerning the other Party or its business, employees, officers, shareholders, members or advisors, or any member of its board.

IX. Non-Compete

The Board agrees that, during the Term and for one (1) year thereafter, none of the District or any of the Schools shall, without BWS's express prior written consent, engage in any employment or activity, which is specifically competitive with BWS. For purposes of this Agreement, "specifically competitive with BWS" shall be defined as being in the business of, or contemplating being in the business of teaching mindfulness, movement and self-regulation, or offering services or products that are similar to the Services and the BeWell Materials, whether directed towards schoolchildren or not. For the avoidance of doubt, this Section IX is intended to survive any expiration or termination of this Agreement.

X. Limitation of Liability

NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY OR THEIR REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

MAXIMUM LIABILITY FOR DAMAGES. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID, AND AMOUNTS ACCRUED BUT NOT YET PAID, PURSUANT TO THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

ASSUMPTION OF RISK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ABSENT GROSS NEGLIGENCE FROM BWS, THE DISTRICT ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS AND/OR CONSEQUENCES OBTAINED OR INCURRED BY USE OF THE SERVICES AND/OR BEWELL MATERIALS, INCLUDING BUT NOT LIMITED TO, OPERATING COSTS, GENERAL EFFECTIVENESS, AND SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY BWS RELATED TO USE OF THE SERVICES AND BEWELL MATERIALS.

XI. Termination

The Parties acknowledge and agree that BWS is making significant investments to provide the BWS Program at the Schools, without which this Agreement and the instruction to be provided thereto would not be possible. The Parties further acknowledge and agree that the success of this Agreement and the Parties' partnership depends on the effective implementation of the BWS Program, the adoption and implementation of which is a material condition of this Agreement. Accordingly, except as otherwise provided herein, the Parties agree that their respective rights to terminate this Agreement are as follows:

The Board's Right to Terminate. The Parties agree that the Board shall not have the right to terminate this Agreement prior to the expiration of the Term set forth in Section III above, unless for good cause shown or as otherwise provided herein. "Good cause" under this Agreement is defined as: (i) documented conduct on the part of BWS amounting to gross negligence or willful misconduct; or (ii) a breach of this Agreement that is not cured within 30 days following written notice of such breach (the "Notice of Breach"). In the event BWS fails to cure the alleged breach within 30 days of receipt of the Notice of Breach, the Board shall have the right to immediately terminate the Agreement.

BWS's Right to Terminate. The Parties agree that BWS shall have the right to terminate this Agreement if BWS determines that the Board, District or any School is in material breach of this Agreement. A material breach shall include, but is not limited to, the failure of the Board, District or any School to perform any of its obligations under Section I of this Agreement above, including but not limited to the failure to hire or replace the BeWell Teacher with an instructor who is approved and trained by BWS. In the event the Board, District or any School is in material breach of the Agreement, BWS may deliver a Notice of Breach, identifying the breach. If the breach is not cured within 30 days of receipt of the Notice of Breach, BWS has the option to immediately terminate this Agreement and the provision of the Services and BeWell Materials.

Effect of Termination. In the event this Agreement expires or is terminated, immediately upon the expiration or termination, BWS shall cease providing Services to the School, the School's license to use the BeWell Materials shall terminate, and the School shall cease using the BeWell Materials. Within five (5) business days of any termination of this Agreement or expiration of the Initial Term or any Renewal Term: (i) each School shall return to BWS all BeWell Materials, (ii) each School shall remove from all School computers all electronic and digital versions of all BeWell Materials, (iii) the Board or District shall provide written certification to BWS of the completion of (i) and (ii) by all Schools, and (iv) the Board shall pay any outstanding fees due to BWS. Subject to the foregoing, Sections V, VI, VII, VIII, IX, X, XI and XII of this Agreement shall survive any expiration or termination hereof.

BWS is an independent contractor and is not

BWS is an independent contractor and is not an agent, partner, joint venturer, or employee of the Board, the District or any School. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Tennessee. Except in the event of BWS's gross negligence or willful misconduct, the Board will indemnify, protect, defend, and hold harmless BWS and its employees, staff, officers and directors from any claims arising under this Agreement or the BWS Intellectual Property. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understanding of the Parties. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceable such term or provision in any other jurisdiction.

This Agreement may not be amended or any term or condition waived unless the amendment or waiver is stated in a writing signed by the Parties. If there is a change of any law, regulation or rule, federal, state or local, which affects this Agreement or any Party's performance hereunder, the Parties shall renegotiate the terms of this Agreement to address such change. If the Parties are unable to reach an agreement concerning the modification of this Agreement within ten (10) days after the effective date of change, then either Party may terminate this Agreement upon providing written notice to the other Party.

Neither Party shall assign this Agreement without the prior written consent of the other Party, not to be unreasonably withheld. The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and addressed to the designated point of contact for each Party set forth in Section II at the addresses set forth on the signature page of this Agreement (or to another address that may be designated by the receiving party). This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first written above.

BEW	ELL IN SCHOOL			
Ву:	Riki Rattner			
Title:	Executive Director			
Date:	6/17/2022			
Address:	707 Main Street, Suite #416 Nashville, TN 37206			
	RD OF EDUCATION OF FAYETT	E - 0 J		
Ву:				
Title:		<u>ં</u> છ/141		
Date:				
Address:	450 Park Place Lexington, KY 40511			
PRINCIPAL/DIRECTOR APPROVAL				
Ву:				
Title:				
Date:				
Address:				

APPENDIX A

Schools:

1) Ashland Elementary School

Contact Name: John Moore

Contact Telephone:

502-291-2203

Contact Email:

john.moore@fayette.kyschools.ug

Trained BeWell Teacher:

Trained BeWell Ambassadors:

2) Northern Elementary School

Contact Name:

Meredith Ramage

Contact Telephone:

859-381-3541

Contact Email:

Meredith.ramage@fayette.kyschools.us

Trained BeWell Teacher:

Trained BeWell Ambassadors:

3) Rise STEM Academy for Girls

Contact Name: Jennifer Jacobs

Contact Telephone: 859-381-4720

Contact Email: Jennifer.jacobs@fayette.kyschools.us

Trained BeWell Teacher:

Trained BeWell Ambassadors:

4) Mary Todd Elementary School

Contact Name: Michael Jones

Contact Telephone:

859-381-3512

Contact Email: michael.jones@fayette.kyschools.us

Trained BeWell Teacher:

Trained BeWell Ambassadors:

5) Rosa Parks Elementary School

Contact Name: Claudine Barrow

Contact Telephone: 859-381-3132

Contact Email: claudine.barrow@fayette.kyschools.us

Trained BeWell Teacher:

Trained BeWell Ambassadors:

APPENDIX B

Tiers of Support for the BWS Program

Tiers of support apply to the services BWS provides and coordinates. Groups of students are described separately below.

Tier 1

The introduction of tools/strategies designed to foster a positive school culture and address the impact Adverse Childhood Experiences (ACEs) have on learning and development:

 Possible examples: full-group classes, professional development for teachers/school staff, wellness classes for staff and families, daily meditations/mindfulness during announcements, mindful movement in the classroom

Tier 2

Programming provided in a group setting to students with a common need.

 Possible examples: small-group classes (scheduled), check in/check out (scheduled)

Tier 3

Individualized support typically provided one-on-one in BeWell Room.

 Possible examples: 15 minute sessions with BeWell Teacher (scheduled and unscheduled)