



JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

To: Dr. Jesse Bacon, Superintendent *JB* 

From: Dr. Adrienne Usher, Assistant Superintendent 

Date: September 18, 2024

Re: AGILE Network Memorandum of Understanding (MOU)

Bullitt County Public Schools has been invited to partner with the American Group of Innovative Learning Environments (AGILE) Network. This partnership offers opportunities for BCPS to receive professional development, transferable skills around innovation methods, participatory action research, and grant funding aimed at improving student outcomes. An initial amount of \$4,500.00 will be funded upon the execution of this Memorandum of Understanding to be used towards the district's continued innovation efforts. The Memorandum of Understanding has been reviewed by Dinsmore & Shohl, LLP. Approval is requested for the agreement between BCPS and the AGILE Network.

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) sets the terms and understanding between Leanlab Education (“Leanlab”) and **Bullitt County Public Schools** (“School Partner”) for School Partner to join the American Group of Innovative Learning Environments (AGILE) Network and engage in a minimum of two (2) co-design research projects (“Projects”) over a period of time spanning two academic years at the school partner site. Each Project, and each party’s responsibilities for the associated Project, will be set forth in greater detail in a Scope of Work (“SOW”) mutually agreed upon and signed by both parties.

Background

Whereas, Leanlab Education—community based education innovation nonprofit based in Kansas City, Missouri—believes the attainment of educational outcomes for all students will be accelerated when those most impacted by education issues—parents, students, and educators—become active participants in the design and innovation process, working hand-in-hand with entrepreneurs and researchers to identify, influence, and launch breakthrough educational innovations in the form of technologies and services.

Whereas, In doing so, Leanlab seeks School Partners to join the AGILE Network. The purpose of the AGILE Network is to accelerate the pace of R&D research that centers and elevates learning community insights. AGILE Network members will engage in codesign research, actively testing new innovations in collaboration with innovators, working toward creating new solutions that accelerate student outcomes.

Whereas, The purpose of all Project(s) is to

- To rapidly improve student outcomes in defined areas.
- To measure the effectiveness of participating in community co-design on education innovations.
- To find cost effective, efficient ways to measure the effectiveness of emergent education innovations on student outcomes.
- To launch sustainable ventures that have the potential to scale.

Term and Termination

1. Term. The term of this Agreement will take effect on **October 1, 2024**, and will continue for the indicated period of time. The Agreement may be extended in order to accommodate the completion of identified research projects in accordance with agreed upon minimum.
2. Termination. Each party reserves the right to terminate this Agreement and any SOW hereunder at any time upon the provision of thirty (30) business days prior written notice of its intent to terminate.

Funding

Leanlab will provide research and testing services at a no-money-exchanged level from the start of the Project until the culmination of the project. Leanlab will provide the school partner with a \$4,500 sign-on bonus in the form of an unrestricted grant in accordance with the guidelines below.

Prior to the distribution of the sign-on bonus, the following will need to be confirmed by Bullitt County Public Schools:

Signed MOU to join the AGILE Network.

Confirmation of “guiding team”, including a “champion” who will shepherd pilot implementation efforts.

Completion of virtual or in-person interview with key school/district liaisons present.

When School Partner agrees to participate in a co-design research project, additional agreements specific to the project, including data sharing agreements, will be required. School Partner may also be eligible for additional, research-specific compensation in the form of individual stipends and gift cards. Any additional funding will be dispersed upon completion of each project and all tasks outlined in the related SOW. Leanlab will also compensate individual teacher participants as set forth in the applicable SOW. Each participant, including teachers, must execute a separate MOU with Leanlab in order to receive compensation.

Leanlab RESPONSIBILITIES

1. Rasheed Thompson will serve as the designated Leanlab primary contact for purposes of this Agreement and shall be responsible for ensuring Leanlab’s performance of the tasks set forth herein.
2. Facilitate all administrative tasks and responsibilities associated with any co-design research studies that School Partner agrees to participate in.

SCHOOL PARTNER RESPONSIBILITIES

1. Adrienne Usher will serve as the School Partner’s primary contact (“champion”) for the purposes of this Agreement and shall be responsible for School Partner’s performance of the tasks set forth herein.
2. School Partner will make appropriate personnel available to ensure successful pilot projects, including but not limited to necessary personnel for data sharing, curriculum & instruction resources, professional development and IT integration.
3. School Partner will support Leanlab’s recruiting efforts by providing brand assets to Leanlab for promotion of School Partner’s participation in the Project. School Partner agrees that Leanlab may use School Partner’s name and logo to acknowledge School Partner’s participation in the Project in public discussion and printed or electronic promotional materials.
4. School Partner agrees to provide to Leanlab data related to students’ participation in the venture (“Student Data”) for purposes of Leanlab’s evaluation, research and study of the impact of the venture on student outcomes (collectively the “Permitted Purposes”). The specific Student Data to be provided will be mutually agreed upon by the parties but may include information that is considered “personally identifiable information” or an “education record” pursuant to 34 C.F.R.

§ 99.3 (collectively, "PII"), in which case: (a) School Partner will obtain any consents and authorizations and provide the appropriate notices required to be collected by the Family Educational Rights and Privacy Act and regulations promulgated thereunder (20 U.S.C. § 1232g et seq.; 34 CFR Part 99 et seq.); (b) Leanlab will use such PII only for the Permitted Purposes and will not disclose the PII to any person or entity other than its employees, contractors and agents in furtherance of the Permitted Purposes; and (c) Leanlab may use Student Data that does not constitute PII, including any Student Data that has been de-identified, for Leanlab's product development, product improvement, research and marketing purposes. To the extent the PII is subject to other privacy laws, including, but not limited to, the Children's Online Privacy Protection Act and its implementing regulations (COPPA), School Partner agrees that is responsible for obtaining any consents and authorizations and providing appropriate notices as required under such privacy laws.

5. School Partner represents and warrants it has obtained all required consents, licenses, approvals, and/or permissions (from any student and/or their guardian) to authorize Leanlab to perform its obligations under this Agreement.
6. In the event that a relevant research project in collaboration with an edTech partner is unavailable, School Partner agrees to participate in at least one (1) internally-focused organizational study. This study will serve to meet one of the two participation requirements.

Intellectual Property

1. Leanlab's name and logos and all related trademarks, trade names, and other intellectual property, whether registered or not, and the goodwill associated therewith, are the valuable property of Leanlab and all the rights thereto are and shall remain the sole and exclusive property of Leanlab.
2. The School Partner's name and logos and all related trademarks, trade names, and other intellectual property, whether registered or not, and the goodwill associated therewith, are the valuable property of the School Partner and all the rights thereto are and shall remain the sole and exclusive property of the School Partner.
3. Leanlab shall own all feedback, comments, suggestions, ideas, concepts and changes that the School Partner or its teachers or other employees provide to Leanlab relating to or in association with the Project and all associated intellectual property rights (collectively the "Feedback") and School Partner/Teacher hereby assigns all of its right, title and interest in the Feedback to Leanlab.

Miscellaneous

1. **Non-Assignment.** During the Term of this Agreement, the parties agree that they shall not assign, transfer, or sell the rights provided for under it without prior written consent of the others.
2. **Severability.** If any provision herein is found to be in conflict with any Missouri law or regulation, it is the intention of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

3. **Governing Law.** This Agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri.
4. **Modification.** This Agreement may be modified, amended, or changed only upon the execution of a written modification document signed by both parties.
5. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, superseding all other representations, inducements, or promises, or agreements between them, oral or otherwise, prior or contemporaneous.
6. **All Leanlab employees, staff, and/or agents performing work or providing services under this Agreement that may come directly or indirectly in contact with any student, minor, or have direct or indirect access with any FERPA information must undergo background checks.** All such background checks must be performed and passed prior to any such personnel having any contact with any student or minor or access to any FERPA protected information. At a minimum, all background checks must include a Department of Family Services background check, a criminal background check, and fingerprinting. Leanlab shall not hire any personnel for fulfillment of this Agreement and agrees to immediately remove any personnel who have any Department of Family Services claims that would raise concerns about inappropriate behavior with minors, where a criminal offense has been alleged or committed that raises concerns about inappropriate behavior with minors, where there has been a conviction for any sex-related offense or any other offense of moral turpitude or otherwise indicating a lack of acceptable moral character for associating with minors, where there has been a determination of any physical and/or mental abuse of a minor, and/or where there has been a termination of cause due to inappropriate behavior with minors in any project, program, and/or location of services of Leanlab.

Summary of Roles and Responsibilities

School Partners Receive

A one time sign-on bonus of \$4,500 in unrestricted funds upon execution of the MOU and submission of related deliverables.

An unrestricted grant to support the school's ability to fully participate in the Leanlab co-design research project.

Individual teacher participants receive a gift card as compensation for their time.

Free use of entrepreneur's tool during the Project period and opportunity to give feedback directly to entrepreneurs

School Partners Give

Timely communication (within 48 hours) with Leanlab staff.

Access to necessary school personnel, facilities and supplies for a successful co-design research partnership.

Access to school brand assets, such as logos, for marketing use on website and digital materials.

Teacher Supports and relevant support staff engage in all professional development trainings and research programming during Project period (outlined in Appendix A) on mutually

that will influence product development.

agreed upon dates and times to be established in collaboration with school staff.

Prominent logo recognition on all website and recruitment materials, press releases and significant visibility at Leanlab's events. Significant recognition as a leader in the nation's education innovation community.

Access to all research and findings, and recognition in a nationally visible research project.

IN WITNESS WHEREOF, Leanlab Education and School Partner hereby enter into this Agreement as on the effective date first outlined in the "**Term and Termination**" section.

Signed by:

Leanlab Education

School Partner

Katie Boody

CEO, Leanlab Education

Date: _____

School Representative

Title

Date: _____