



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

TO: Dr. Jesse Bacon, Superintendent  
FROM: Dr. Adrienne Usher, Assistant Superintendent  
RE: Leanlab Education MOU  
DATE: January 15, 2025

A handwritten signature in black ink, enclosed within a hand-drawn oval. The signature appears to be 'AU'.

Bullitt County Public Schools participates in the AGILE (American Group of Innovative Learning Environments) Network which provides our district and schools with exclusive access to curriculum and software platform resources that are in development. In addition, these opportunities allow our teachers to learn about additional resources to use in the classroom based on cutting edge technology. The attached memorandum of understanding is for 5 middle school teachers to voluntarily participate in the use of a program called StudyBuds. StudyBuds is a gamified platform which allows students to engage in rigorous learning based on mastery through interactions with characters who require students to justify their learning. The district will receive an unrestricted grant between \$1000-\$2000 based on teacher participation. In addition, teachers will be compensated through LeanLab based on participation. This opportunity is completely voluntary for staff; information on the scope of work will be provided to staff to explain the opportunity in partnership with LeanLab. The Memorandum of Understanding has been reviewed by Dinsmore & Shohl, LLP. Approval is requested for the agreement between BCPS and LeanLab Education, Inc

**OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE**

**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”) to conduct a co-design research project (“Project”) at the school partner site.

### **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 engage in co-design research, actively testing new innovations in collaboration with innovators, working toward creating new solutions that accelerate student outcomes.

### **Whereas, The purpose of Project 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 January 1, and will continue throughout the course of the Project until the end of the completion of the Project as outlined in Appendix A.
2. Termination. Each party reserves the right to terminate this Agreement at any time upon the provision of two (2) 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 compensate the school partner with a \$2,000 unrestricted grant to support the school’s ability to fully participate in the Leanlab co-design research project. The grant will be dispersed upon completion of the project and all tasks outlined in Appendix A. Leanlab will also compensate individual teacher and “champion” participants with a \$500 stipend that will be dispersed upon completion of the project and all tasks outlined in Appendix A. Each participant will execute a separate MOU with Leanlab in order to receive compensation.

## Scope of Work

### I. Leanlab RESPONSIBILITIES

- A. (Sanaz Farhangi & Taylor Haun) will serve as the designated Leanlab primary contacts for purposes of this Agreement and shall be responsible for ensuring Leanlab's performance of the tasks set forth herein.
- B. Assume all administrative tasks associated with its responsibilities as outlined in Appendix A.

### II. SCHOOL PARTNER RESPONSIBILITIES

- A. Adrienne Usher will serve as the School Partner's primary contact for the purposes of this Agreement and shall be responsible for School Partner's performance of the tasks set forth herein.
- B. School Partner will make appropriate personnel available to ensure a successful project.
- C. 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.
- D. School Partner's participating personnel will participate in all required programming and training (see Appendix A) throughout the course of the Project at mutually agreed upon dates and times.
- E. 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 parties will mutually agree upon the specific Student Data to be provided 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.
- F. 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.

### **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 Kentucky 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 Kentucky.
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, and a criminal background check. 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

- An unrestricted \$1,000-\$2,000 grant to support the school's ability to fully participate in the Leanlab co-design research project. (dependent on total teachers recruited)
- Individual teacher participants receive a \$500 stipend as compensation for their time.
- Individual "champion" participants receive a \$500 stipend as compensation for their time.
- Free use of entrepreneur's tool during the Project period and opportunity to give feedback directly to entrepreneurs that will influence product development.
- Prominent logo recognition on all website and recruitment materials, press releases and significant visibility at Leanlab's events. Significant recognition as a leader in Kansas City education innovation.
- Opportunity to join our school network and learn from other innovative schools on best practices and co-design research breakthroughs.
- Access to all research and findings, and recognition in a nationally visible research project.

### 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.
- Lead End Users and relevant support staff engage in all professional development trainings and research programming during Project period (outlined in Appendix A) on mutually agreed upon dates and times to be established in collaboration with school staff.

**APPENDIX A**  
**SCOPE OF WORK**

Participant Requirements

- Use StudyBuds Approximately for 3 lessons
- Administer short pre and post-tests
- Provide written feedback via short User Diaries (3x)
- Attend 60 minute onboarding session
- Attend 1-2 Virtual Focus Groups

Champion Requirements

- Recruit 2-5 classroom teachers at your school to be participants in the study
- Help facilitate signing of school Memorandum of Understanding (MOU)
- Support the codesign process in the onboarding session
- Communicate with teachers throughout the study to facilitate consistent involvement

**{{REMAINDER OF PAGE LEFT BLANK INTENTIONALLY - SIGNATURE PAGE FOLLOWS}}**

**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

Bullitt County Public Schools



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Katie Boody  
CEO, Leanlab Education

Date: \_\_\_\_\_

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School Representative

Title \_\_\_\_\_

Date: \_\_\_\_\_