



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: Incubate Learning, Inc. Services Agreement

DATE: May 25, 2025

Bullitt County Public Schools (BCPS) seeks approval for a Consulting Services Agreement with Incubate Learning, LLC, effective June 1, 2025, through July 1, 2026, for a total of \$154,000. This agreement is crucial for continuing and expanding the district's strategic shift towards mastery-based learning, student agency, and future readiness, building on the foundation laid in SY25. Incubate Learning will act as a strategic partner, facilitating professional learning, transferring capacity, developing infrastructure, and integrating AI agents into our workstreams. Key tasks and deliverables under this agreement include providing strategic alignment support through planning sessions and leadership coaching, designing and implementing transformation pipelines via Catalyst Cohorts, and building internal capacity. Additionally, Incubate Learning will assist with strategic communications, including co-authoring national stories and developing internal documentation, and will lead AI strategy and agent development by training leaders and building prototype AI tools for various district functions. This comprehensive support is vital for achieving our Graduate Profile goals and ensuring sustainable systemic change. This agreement is a part of the Innovative Schools System Grant we currently have with the Center for Reinventing Public Education (CRPE) and will be paid for with Phase II grant funding. The agreement has also been reviewed by Dinsmore & Shohl, LLC.

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

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is made and executed as of the date of the last signature below by and between Bullitt County Public Schools ("BCPS"), a public school district organized under the laws of the Commonwealth of Kentucky, with an address of 1040 Highway 44 East Shepherdsville, KY 40165, and Incubate Learning, LLC, a California limited liability company ("Consultant"), with an address of 1808 9th St Rear, Santa Monica, CA 90404.

**Bullitt County Public Schools Systems Change for Sustainability Consulting
Scope of Work: 2025–2026 (SY26)**

Prepared by Incubate Learning LLC | Sujata Bhatt, Founder & CEO

Overview

Building on SY25 transformation work, Bullitt County Public Schools (BCPS) will deepen and extend its district-wide shift toward mastery-based learning, student agency, and future readiness, in alignment with its Graduate Profile. Incubate Learning will continue to serve as a strategic thought partner, facilitator, and builder of sustainability—through professional learning codesign, capacity transfer, and infrastructure development, including the integration of AI agents into the district’s workstreams.

SY26 Systems Change for Sustainability | Consulting Contract

Contract Duration: June 1, 2025 – July 1, 2026 (13 months)

Total Contract Amount: \$154,000

Tasks and Deliverables	Budget	Estimated Completion Date
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Strategic Alignment Support <ul style="list-style-type: none"> ○ Participate in 2 in-person planning sessions (July 15–17, 2025 & June 2026) ○ Bi-monthly strategy check-ins with district leadership ○ Bi-monthly 1:1 coaching for leadership ○ Design and support alignment across BCPS transformation pillars (Graduate Profile, Learning Experience Design, Assessment Vision, Data Strategy, etc.) 	\$33,000	Ongoing through June 2026
Transformation Pipeline Design, Implementation, and Capacity Building <ul style="list-style-type: none"> ○ Design and facilitate Catalyst Cohort 2 (Sept–Dec 2025) and Cohort 3 (Jan–Apr 2026), including 4 in-person sessions (2 for each cohort) ○ Train BCPS Elementary and Secondary Directors to independently lead Catalyst Cohorts ○ Co-design Catalyst Level 2 for Fall 2026 launch ○ Support the design and delivery of other Transformation Pipeline cohorts ○ Provide embedded support for milestone defenses, scaling action plans, and use of Gabby /Inkwire/ CommunityShare/ other AI Agents ○ Co-design data strategy for Transformation Pipeline 	\$65,000	Final sessions conclude April 2026; Catalyst Level 2 design complete by June 2026
Strategic Communications Support <ul style="list-style-type: none"> ○ Co-author 1–2 national stories featuring Bullitt’s transformation ○ Support development of internal documentation, exhibitions, and communication strategy ○ Help develop storytelling tools that connect educator/student work to system goals 	\$15,000	By May 2026
AI Strategy and Agent Development <ul style="list-style-type: none"> ○ Train district leaders to design, prompt, and manage AI agents and copilots ○ Build prototype agents and copilots to support: cohort tracking, grant writing, defense planning, and documentation ○ Create AI design playbook and recommend educator/student use cases for future pilots 	\$25,000	Ongoing through June 2026
Travel and Lodging Covers 6 in-person trips: July 2025, Sept 2025, Nov 2025, Jan 2026, Mar 2026, and June 2026 Includes airfare, hotel (3 nights @ \$200/night per trip), food per diem, ground transportation, full-day of travel time per trip	\$16,000	Final travel June 2026

TOTAL	\$154,000	
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Termination Clause

Termination for Convenience or Breach

Either party may terminate this Agreement:

(a) For Convenience: with ninety (90) days' written notice to the other party. Payment shall be made on a pro rata basis for work completed up to the termination date. No additional penalties shall apply.


(b) For Breach: if the other party materially breaches any term of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice describing the breach in reasonable detail. If the breach is not cured within that time, the non-breaching party may terminate the Agreement. In such a case, payment shall be made on a pro rata basis for work completed up to the effective date of termination, and the non-breaching party may pursue any remedies available at law or in equity.

IN WITNESS WHEREOF, BCPS and Consultant have executed this Agreement as of the date(s) written below. The person signing on behalf of each party represents and warrants that they are duly authorized to execute this Agreement and that it constitutes a valid and binding obligation of that party, enforceable in accordance with its terms.

Bullitt County Public Schools

Incubate Learning, LLC

By:

By: 

Name: _____

Name: Sujata Bhatt

Title: _____

Title: CEO

Date: _____

Date 5/23/25