



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, Deputy Superintendent
Dr. Brandy Howard, Chief Academic Officer

DATE: July 15, 2025

RE: Building 21 Agreement for Services

The Bullitt County School District is entering into an Agreement for Services with Building 21, a Pennsylvania nonprofit corporation, effective July 1, 2025, to June 30, 2026. The purpose of this agreement is for Building 21 to provide educational services, including school model/curriculum design, technology design and support, and professional development for adults. Building 21 will provide the "Core Beacon Learning Systems Suite Pilot," which includes annual licensing, hosting and support for the Beacon Learning Platform, staff PLP, data warehouse integration for third-party data, virtual training for staff and admin users, monthly implementation check-ins and data analysis support, and a help center with technical support. This agreement may be terminated by either party at any time for any reason. This platform is part of the work connected to the grant received through the Center for Reinventing Public Education funded through the Walton Family Foundation. The agreement has been reviewed and revised by Dinsmore & Shohl, Inc. The total cost of the contract is \$5,000 to be paid by the Innovative School Systems Grant.

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

BUILDING 21
AGREEMENT FOR SERVICES

This Agreement for Services (the “Agreement”) is made this 16th day of July, 2025, by and between Building 21 (“BUILDING 21”), a Pennsylvania nonprofit corporation, and Bullitt County School District (the “District”), a KY Public School District. BUILDING 21 and the District will be referred to individually as a “Party” and collectively as the “Parties” herein.

For valuable consideration, the sufficiency of which is hereby acknowledged, BUILDING 21 and the District agree as follows:

1. Purpose. Building 21 is a nonprofit corporation organized and operated for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) whose primary purpose is to provide educational services (the “Services”), such as school model/curriculum design, technology design and support, and professional development and partnership development, to encourage and enrich the development of innovative public schools. The Bullitt County School District is a K-12 public school district that wishes to engage BUILDING 21 to provide the Services. The purpose of this Agreement is to clearly identify the roles of the Parties and the responsibilities to be provided by each during the term of this Agreement, all in furtherance of their respective charitable and/or educational missions.

2. Term & Termination.

- (a) The Term of this Agreement will commence on 7/1/2025 and terminate on 06/30/2026 (the “Term”).
- (b) This agreement can be terminated by either party at any time for any reason.
- (c) In the event the performance of any term of this Agreement jeopardizes the reputation of BUILDING 21, BUILDING 21’s 501(c)(3) tax-exempt status, BUILDING 21’s property, or financing (or the interest income thereon), or will prevent or prohibit any individual or organization from utilizing BUILDING 21 or any of its services, or if for any other reason said performance should be deemed illegal, BUILDING 21 may terminate this Agreement immediately.
- (d) Notwithstanding the above, any breach to Sections 7, 8, 9, 13, and 14 of this Agreement will entitle the terminating Party to terminate this Agreement immediately.

3. Services & Deliverables.

- (a) BUILDING 21 will, in collaboration with the District, provide the Services described in the Scope of Work (the “SOW”) attached as Exhibit A. If the District requests, BUILDING 21 may provide additional services (the “Additional Services”) if the Parties execute an Addendum to this Agreement that includes: (a) a description of the Additional Services; and (b) the amount and time of payment of the fee for the Additional Services, and any other relevant information. The term Services includes any Additional Services provided pursuant to this Agreement.
- (b) BUILDING 21 understands and agrees that the Services are personal services of the essence of this Agreement and will not sub-contract, assign, or delegate this Agreement to anyone else without the prior written consent of the District.

4. Duties of District. During the Term, the District shall be responsible for:

- (a) Providing a private, safe, and clean space where BUILDING 21 can perform the Services (“Services

Location”). The District must provide BUILDING 21 reasonable, prior written notice of any change in the Services Location.

- (b) Setting and communicating adequate time for BUILDING 21 to conduct the Services. The District must provide BUILDING 21 reasonable, prior written notice of any change in the designated time.
- (c) Additional District responsibilities are indicated in the Description of Additional District Responsibilities section of the SOW.

5. Duties of BUILDING 21. BUILDING 21 will use best efforts in performing its duties in compliance with this Agreement and meeting the scheduling requirements of the District as stated in the SOW.

6. Ownership of Work Product.

- (a) Work Product. BUILDING 21 shall solely and exclusively retain all ownership, title to, interest in, and other rights in all documents, reports, materials, forms, supplies and equipment, and any other work product(s) whatsoever, in whatever form and derivatives thereof in all media now known or hereafter devised (collectively, the "Work Product"), produced for or obtained in connection with the Services. BUILDING 21 hereby grants to District a worldwide, royalty-free, non-exclusive license to the Work Product in perpetuity; provided, however, that such license may be used only for District's educational purposes and may not be used for commercial purposes.
- (b) Copyright. To the extent that any Work Product relating to this Agreement developed by BUILDING 21 for licensed use by the District embodies a copyrightable work, BUILDING 21 and the District agree that such copyrightable work(s) shall be the property of BUILDING 21 and shall not be considered as one (1) or more works made for hire by BUILDING 21 for the District, within the meaning and purview of 17 U.S.C. §101 and §201(b). The District shall furnish promptly to BUILDING 21 any instruments that BUILDING 21 may from time to time request to evidence, establish, maintain, or protect BUILDING 21's rights in and ownership of the Work Product.

7. Confidentiality & Nondisclosure.

- (a) Covenant. The Parties understand and acknowledge that each Party may receive from the other certain information under or related to this Agreement that is not otherwise known to the public including this Agreement and the information contained herein ("Confidential and Proprietary Information") and each Party agrees to hold in confidence such Confidential and Proprietary Information. Each Party will not disclose Confidential and Proprietary Information of the other to third persons without the prior written consent except: (i) to the extent necessary to comply with any law, rule, or regulation including the valid order of any governmental agency or any court of competent jurisdiction; (ii) as part of normal reporting or review procedure to auditors and attorneys; (iii) to the extent necessary to obtain appropriate insurance to an insurance agent; or (iv) as necessary to enforce rights and perform obligations under this Agreement. If a Party is legally required to disclose Confidential and Proprietary Information, the disclosing Party will notify the other immediately upon learning of such obligation.
- (b) Return or Destruction of Confidential and Proprietary Information. Each Party agrees to return any and all Confidential and Proprietary Information of the other or destroy such information, on request of the other or upon the expiration or termination of this Agreement, whichever occurs first.
- (c) Relief. If a Party fails to hold such Confidential and Proprietary Information confidential, or provides or reveals the Confidential and Proprietary Information to any unauthorized person, in any way, whether written or oral, without the express prior written consent of the other, the disclosing Party will be liable

to the other for equitable relief and damages, including reasonable attorneys' fees and incidental expenses resulting from any such improper use.

8. Assignment. This Agreement may not be assigned by either Party, in whole or in part, without the prior written consent of the other.

9. Advertising. Each Party will acquire no right to use, and will not use, without the other Party's prior written consent, the names, characters, artwork, designs, trade names, copyrighted materials, trademarks, or service marks of the other Party, any related organizations, employees, directors, trustees, officers, grantees, assigns, successors, or licensees:

- (a) in any advertising, publicity, press release, presentation, or promotion;
- (b) to express or to imply any endorsement; or
- (c) in any manner other than expressly in accordance with this Agreement or pursuant to the other Party's prior written consent.

10. Fees & Expenses. The District will pay BUILDING 21 a total fee of \$5,000 for the Services. Building 21 will invoice the Bullitt County School District upon signing of the contract and payment will be due within 30 days.

11. Insurance.

- (a) Each Party will obtain and maintain reasonable and customary insurance applicable to its respective activities. Building 21 will name the District as an additional insured party.

12. Independent Contractor. In performing the Services, BUILDING 21 will be acting as an independent contractor. Nothing contained in this Agreement will be construed to create a partnership or joint venture between the District and BUILDING 21, or to authorize BUILDING 21 or the District to act as a general or special agent of the other Party in any respect, except as specifically set forth in this Agreement.

13. Standards of Conduct. The parties each agree that it will not engage in any activity that negatively reflects on the other party, its mission, or is not in compliance with the highest standards of business ethics and applicable legal requirements.

14. Compliance. Each Party warrants that it shall fully comply with all applicable federal, state, and local statutes, rules, and regulations and acknowledges that it shall be deemed a material breach of the Agreement if it shall fail to observe this requirement.

15. Notices. All notices permitted or required by the Agreement will be deemed given when made in writing and delivered personally, by a nationally recognized overnight delivery service, or bonded carrier, or deposited in the U.S. mail, postage prepaid, return receipt requested, addressed to the other Party at the address set forth below or such other address as the Party may designate in writing:

If to BUILDING 21:

Building 21
Attn: Dr. Charles Linehan
600 West Germantown Pike, Ste 400-144
Plymouth Meeting, PA 19462

If to the District:

Bullitt County School District
Attn: Adrienne Usher
1040 Highway 44 East
Shepherdsville, KY 40165

16. Miscellaneous.

- (a) Headings. Section headings are for convenience of reference only and will not be used to construe the meaning of any provision of this Agreement.
- (b) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, and all of which will together constitute one Agreement.
- (c) Severability. Should any part of this Agreement be invalid or unenforceable, such invalidity or unenforceability will not affect the validity and enforceability of the remaining portions.
- (d) Authority. Each individual signing this Agreement warrants that: (i) the Party for which such individual is signing has duly authorized such execution; (ii) the execution and performance of this Agreement by such Party has been duly authorized by all applicable laws and regulations and all necessary corporate action; and (iii) this Agreement constitutes a valid and enforceable obligation of the Party in accordance with its terms.
- (e) Law. This Agreement will be construed in accordance with the laws and in the courts of the Commonwealth of Kentucky.
- (f) Amendment. This Agreement may not be modified except in writing executed by both Parties.
- (g) Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior agreements and representations, whether oral or in writing, with respect to the subject matter hereof.
- (h) Waiver. The failure to exercise any right provided in this Agreement may not be construed as a waiver of any other opportunity to exercise rights under the Agreement.
- (i) Survival. The provisions of Sections 6, 7, 9, 11, and 16 will survive the termination of this Agreement.

(remainder of page intentionally left blank; signature page follows)

IN WITNESS WHEREOF, BUILDING 21 and the District, in consideration of the covenants herein contained and intending to be legally bound hereby, have caused this Agreement to be duly executed this 16th day of July, 2025.

BUILDING 21

BULLITT COUNTY SCHOOL DISTRICT

By: Sandra Moumoutjis

By: Adrienne Usher

Title: Executive Director, LIN

Title: Assistant Superintendent

EXHIBITS

Exhibit A: Scope of Work

Scope of Work 2025-2026

Core Beacon Learning Systems Suite Pilot <i>What you get...</i>	Cost
Annual licensing, hosting and support <ul style="list-style-type: none">● Beacon Learning Platform with all core features● Staff PLP● Data Warehouse to integrate 3rd party data (e.g., MTC, NWEA MAP, STAR, Attendance)● Virtual training for staff and admin users● Monthly implementation check-ins and data analysis support● Help center and technical support	\$5,000 Year 1 pilot
Total for Scope of Work	Total
2025-2026 Total Cost for Pilot	\$5,000