

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Teach Upbeat, INC

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Teach Upbeat, Inc. (hereinafter "Teach Upbeat"), a corporation located at 98 Degraw Street Brooklyn, NY 11231.

WHEREAS Teach Upbeat will provide services associated with teacher engagement and retention using improvement cycles based on survey data and coaching for school years 2026-27 and 2027-28.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and Teach Upbeat agree as follows:

1. Duties of JCPS:

- a. HR Employee Retention Office will provide teacher data fields: Teacher email address, Teacher school, employee ID, race/ethnicity, gender, total years of working experience, and years of experience at school system.

2. Duties of Teach Upbeat:

- a. Teach Upbeat will provide the teacher retention services as an education specialist. In accordance with the Professional Services Contract being entered into separately.
- b. Acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
- c. If the performance of this Agreement involves the transfer by JCPS to Teach Upbeat of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), Teach

Upbeat and JCPS must manage the data transfer in accordance with FERPA requirements, and Teach Upbeat agrees to the following conditions:

- i. If Teach Upbeat requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to Teach Upbeat before the JCPS IRB-approved informed consent process has been executed. In this case, Teach Upbeat does not function as an exception under FERPA. Teach Upbeat is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. Teach Upbeat must deliver copies of the signed authorization to JCPS upon request.
- ii. If Teach Upbeat has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then Teach Upbeat shall:
 - (a) In all respects, comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and any other applicable state or federal law.
 - (b) Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than Teach Upbeat and its employees, contractors, volunteers, and agents, without prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
 - (c) Require all employees, contractors, volunteers, and agents of Teach Upbeat to comply with all applicable provisions of FERPA with respect to any such data. Teach Upbeat shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
 - (d) Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. Teach Upbeat shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in this agreement.
 - (e) Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of Teach Upbeat necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that

would permit the identification of an individual student in any form, including, but not limited to, published results of studies.

- d. Limit data requested from JCPS to the specific elements listed in Attachment A. If the data request is associated with an approved JCPS IRB application, then the data in Attachment A should match the JCPS IRB final approval letter data elements listed.
- e. Adhere to the reporting timeframes (e.g., quarters, semesters, years) service provider requested in Attachment A.
- f. Adhere to the timelines in Attachment A. Notify JCPS of unexpected changes in timelines as soon as possible and accept that changes may alter JCPS' capacity to provide requested data.
- g. If relevant, obtain signed non-disclosures (Attachment B) for each individual from Teach Upbeat responsible for evaluation and analysis activities who must access identifiable data referenced in Attachment A.
- h. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
 - i. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
 - j. Acknowledges that JCPS retains the right to audit Teach Upbeat's compliance with this agreement.
- k. Teach Upbeat acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.
- l. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.
- m. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- n. Require all Teach Upbeat employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
 - i. Any conviction for sex-related offenses.

- ii. Any conviction for offenses against minors.
- iii. Any conviction for felony offenses, except as provided below.
- iv. Any conviction for deadly weapon-related offenses.
- v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
- vi. Any conviction for violent, abusive, threatening or harassment related offenses.
- vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.

- o. Teach Upbeat shall require all staff and volunteers performing services on JCPS school premises during JCPS school hours under this Agreement to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from The Cabinet for Health and Family Services stating no findings of substantiated child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- p. Teach Upbeat staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
- q. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to Teach Upbeat. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to Teach Upbeat.

3. Mutual Duties:

- a. Each party shall not discriminate based on race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
- b. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act (HIPAA) and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.

- c. The respective administrative offices of JCPS and Teach Upbeat who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.

4. **Term:** This Agreement shall be effective commencing July 1, 2026 and shall terminate on June 30, 2028. The Agreement may be extended by mutual written agreement of JCPS and Teach Upbeat.

5. **Termination:** Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, Teach Upbeat will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. JCPS may terminate this agreement immediately in the event of a student health or safety concern or a breach of paragraph 2.j above. In the event of an immediate termination, Teach Upbeat shall not be permitted to continue to provide services after receipt of the notice of termination.

6. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and Teach Upbeat.

7. **Independent Parties:** JCPS and Teach Upbeat are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.

8. **Captions:** Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.

9. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and Teach Upbeat concerning the Teach Upbeat and supersedes all prior agreements, either written or oral, regarding the same subject matter.

10. **Severability:** If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.

11. **Counterparts:** This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.

12. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools:

Dr. H. Brian Yearwood, Superintendent

Teach Upbeat, INC:

Henry Wellington
Mr. Henry Wellington, CEO

Date: _____

Date: 12/16/2025

ATTACHMENT A

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

[Sample format of Data Request and Reporting Schedule to be agreed upon by partner and JCPS]

| Record Collection Timeframe | School year | When [partner] will submit request to JCPS | When JCPS will fulfill request |
|--------------------------------|-------------|---|--------------------------------|
| 2026-2027 | SY 2026-27 | 9/1/26 and 3/1/27 | 9/15/26 and 3/15/27 |
| 2027-2028 | SY 2027-28 | 9/1/27 and 3/1/28 | 9/15/27 and 9/15/28 |

[Sample format of Data Elements Provided by Partner for Matching, table to be delivered by partner]

| Data Elements Given to JCPS by [partner] |
|--|
| N/A |
| |
| |

[Sample format of Data Elements Delivered to Partner table from JCPS]

| Data Elements Fulfilled by JCPS | Delivery Notes |
|--|--------------------------------------|
| Teacher Email Address | Confirmed at the time of fulfillment |
| Teacher School | Confirmed at the time of fulfillment |
| Teacher Employee ID | Confirmed at the time of fulfillment |
| Teacher Race/Ethnicity | Confirmed at the time of fulfillment |
| Teacher Gender | Confirmed at the time of fulfillment |
| Teacher Total Years of Working Experience | Confirmed at the time of fulfillment |
| Teacher Years of Experience at School System | Confirmed at the time of fulfillment |

ATTACHMENT B

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

SERVICE PROVIDER'S EMPLOYEE NONDISCLOSURE STATEMENT

I understand that the performance of my duties as an employee or contractor of Teach Upbeat ("Services Provider") involve a need to access and review confidential information (information designated as confidential by the Jefferson County Board of Education, and that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under applicable federal and state law. By signing this statement, I agree to the following:

- I will not permit access to confidential information to persons not authorized by Services Provider.
- I will maintain the confidentiality of the data or information.
- I will not access data of persons related or known to me for personal reasons.
- I will report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site to my immediate supervisor.
- I understand that procedures must be in place for monitoring and protecting confidential information.
- I understand that the Family Educational Rights and Privacy Act ("FERPA") protects information in students' education records that are maintained by an educational agency or institution or by a party acting for the agency or institution, and includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- I understand that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing of federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. 3571) or imprisonment for not more than five years (under 18 U.S.C. 3559), or both.
- I understand and acknowledge that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, is confidential information.

- I understand that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal as provided in the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, specifically 7 C.F.R 245.6. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.
- I understand that KRS 61.931 also defines "personal information" to include an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
 - a. An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
 - b. A Social Security number;
 - c. A taxpayer identification number that incorporates a Social Security number;
 - d. A driver's license number, state identification card number, or other individual identification number issued by any agency;
 - e. A passport number or other identification number issued by the United States government; or
 - f. Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.
- I understand that other federal and state privacy laws protect confidential data not otherwise detailed above and I acknowledge my duty to maintain confidentiality of that data as well.
- I understand that any personal characteristics that could make the person's identity traceable, including membership in a group such as ethnicity or program area, are protected.
- In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign on/password(s).

Employee signature:

Date:



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|--------------------------|
| PRODUCER The Clausen Agency, Inc. 333 Route 25A, Suite 150 Rocky Point, NY 11778 | CONTACT NAME: The Clausen Agency, Inc. | FAX (A/C, No): |
| | PHONE (A/C, No, Ext): | |
| | E-MAIL ADDRESS: theclausenagency@gmail.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED Teach Upbeat Inc 98 Degraw Street Brooklyn, NY 11231 | INSURER A: Twin City Fire Insurance Company | |
| | INSURER B: Hartford Casualty Insurance Company | 29424 |
| | INSURER C: Underwriters At Lloyd's, London | 52421 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| EXCLUSIONS AND CONDITIONS OF POLICY SERVICES: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAYABLE CLAIMS. | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|--------------------------|--------------|--------------------------|---------------|----------------------------|-------------------------|--------------------------------|---|--------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| INSR LTR | TYPE OF INSURANCE | | | ADD'L INS'D | SUB'R WVD | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | | |
| A | X | COMMERCIAL GENERAL LIABILITY | | | X | 12SBMAD7329 | | 8/21/2025 | 8/21/2026 | EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | |
| | | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | | | DAMAGE TO RENTED PREMISES (Each occurrence) | \$ 1,000,000 | | | | | | | | | | | | | | |
| | | | | | | | | | | MED EXP (Any one person) | \$ 10,000 | | | | | | | | | | | | | | |
| | | | | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 | | | | | | | | | | | | | | |
| | | | | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 | | | | | | | | | | | | | | |
| | | | | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | | | | | | | | | | | | | |
| | | | | | | | | | | OTHER | \$ | | | | | | | | | | | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | | | COMBINED SINGLE LIMIT (Each accident) | \$ 1,000,000 | | | | | | | | | | | | | | |
| | X | POLICY | <input type="checkbox"/> | PRO- JECT | <input type="checkbox"/> | LOC | BODILY INJURY (Per person) | | | \$ | | | | | | | | | | | | | | | |
| | OTHER: | | | | | | | | | BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | |
| A | AUTOMOBILE LIABILITY | | | | | 12SBMAD7329 | 8/21/2025 | 8/21/2026 | PROPERTY DAMAGE (Per accident) | | \$ | | | | | | | | | | | | | | |
| | | ANY AUTO OWNED AUTOS ONLY | | | X | | | | BODILY INJURY (Per accident) | | \$ | | | | | | | | | | | | | | |
| | | Hired AUTOS ONLY | | | | | | | NON-OWNED AUTOS ONLY | | \$ | | | | | | | | | | | | | | |
| | UMBRELLA LIAB | | | | | | | | EACH OCCURRENCE | | \$ | | | | | | | | | | | | | | |
| | EXCESS LIAB | | | | | | | | AGGREGATE | | \$ | | | | | | | | | | | | | | |
| DED RETENTION \$ | | | | | | | | | | | \$ | | | | | | | | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | 12WECAD7C2U | 8/21/2025 | 8/21/2026 | X PER STATUTE | OTHE | | | | | | | | | | | | | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | | | E.L. EACH ACCIDENT | \$ | 1,000,000 | | | | | | | | | | | | | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ | 1,000,000 | | | | | | | | | | | | | | |
| | | | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | 1,000,000 | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | |
| C | Errors & Omissions | | | | | ESO0540419538 | 7/6/2025 | 7/6/2026 | Per Occurrence | | 5,000,000 | | | | | | | | | | | | | | |
| C | CYBER | | | | | | | | Limit | | 5,000,000 | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Added Additional Insured - Jefferson County Public Schools, written contract required

CERTIFICATE HOLDER

CANCELLATION

Board of Education of Jefferson County
Attn: Insurance/Real Estate Dept.
3332 Newburg Road
Louisville, KY 40218

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE