

**JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter “Contract”) is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter “Board”), 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 “Contractor”), with its principal place of business at 98 Degraw Street Brooklyn, NY 11231.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter “Parties”) agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board’s Procurement Regulations currently in effect (hereinafter “Regulations”) that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter “Services”) of a quality and in a manner that is within the highest standards of Contractor’s profession or business. The Services are as follows:

The contractor shall provide services associated with teacher retention using improvement cycles based on data and coaching (The JCPS SY 2026-27 Teach Upbeat proposal is attached and incorporated herein by reference). Prior to the sharing of any data with Contractor, Contractor and the Board will maintain a separate Data Sharing Agreement. Contract shall abide by the JCPS Institutional Review Board rules and procedures for all research involving human subjects and shall not begin any research activities or data collection prior to approval from the JCPS Institutional Review Board. Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. All other provisions of Article V shall remain in the series.

ARTICLE III
Compensation

The Board shall pay Contractor the total amount stated below (hereinafter “Contract Amount”). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	\$342,000.00 (\$2,250.00 per school)
Progress Payments (if not applicable, insert N/A):	\$171,000 12/31/2026; \$171,000 6/30/2027
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	CT-12099-0322-401MA (Other Educational Consultant)

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on July 1, 2026 and shall complete the Services no later than June 30, 2027, unless this Contract is modified as provided in Article VIII.

ARTICLE V
Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor’s employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.



Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of 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. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965, and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX
Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X
Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI
Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII
Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.



ARTICLE XIV
Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required 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 administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on January 21, 2026, to be effective as of July 1, 2026.

Contractor's Social Security Number or Federal Tax ID Number: _____

JEFFERSON COUNTY BOARD OF
EDUCATION

Teach Upbeat INC
CONTRACTOR

By: _____

By: Henry Wellington

Dr. H. Brian Yearwood

Mr. Henry Wellington

Title: Superintendent

Title: Managing Member

Cabinet Member: CHR Cynthia Grohmann CG
(Initials)



Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Education Specialist

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Dr. Marco Munoz

Print name of person making Determination

Human Resources

School or Department

_____Marco Munoz_____

Signature of person making Determination

12/15/2025

Date

Teach Upbeat INC

Name of Contractor (Contractor Signature Not Required)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011

**Jefferson County Public
Schools
Upbeat Proposal | December 2025**

Prepared by

Henry Wellington, CEO

Teach Upbeat, Inc



Situational Appraisal

JCPS is actively implementing strategies to support and improve employee retention in their district. As part of this effort, Upbeat can provide a reliable, accurate and research-based tool to measure staff engagement and analyze factors influencing retention of all employees. Since partnering with Upbeat in 2020, JCPS has leveraged engagement data to improve school climate and address factors influencing teacher retention. Additionally, the district recognizes the importance of a partner to support principals in their leadership development to provide the best staff climate possible for their employees.

Moving forward, JCPS plans to apply this process of analyzing culture data to develop actionable plans that specifically address staff retention. The goal is to administer the Upbeat Engagement Survey, with a focus on improving overall staff stability to ensure that all students benefit from a stable, supportive school environment.

Key Performance Indicators (KPIs)

Upbeat can provide JCPS with expertise and services to accomplish clear goals by the end of SY 2026-27. The key performance indicators of Upbeat's partnership include, but are not limited to:

1. Gather baseline participation data from at least 75% of instructional teachers
2. Complete 80% or over one-on-one principal coaching sessions both in the fall and spring in JCPS
3. Collect and report on data to JCPS within two weeks of closing the Upbeat survey administration window for each survey administration

These goals are based on beginning to assess current strengths and areas of focus across the district and by school, in order to create plans to strengthen retention across schools.

Upbeat Offerings - Jefferson County Public Schools | SY 26-27

Single-Year Engagement Survey Offering for 152 Schools

Engagement Survey for Instructional Staff + Principal Coaching

School Year 2026-27

- » Two survey administrations
- » 20 hours of virtual leadership consultations
- » Electronically survey all teachers, receiving a minimum of 75% response rate. The individual responses shall be made available in one flat file to the JCPS vendor contact.
- » PowerPoint presentation on survey results
- » Survey report
- » Analyze and disaggregate the responses by school and provide the data analysis to each school's Principal and the JCPS vendor contact
- » Over 80% one-on-one principal coaching sessions will take place both in the fall and spring
- » Data collection will be completed and reported back to JCPS within two weeks of closing the Upbeat survey administration window
- » Unlimited administrator level access to the online dashboard through September 1, 2027
- » One-hour individual principal virtual consultations with an Upbeat Leadership Coach to review results per survey administration; total of 304 hours of virtual leadership coaching
- » Customized implementation toolkits for each school based on individual school results
- » Principal access to Upbeat Leadership Coaches for two months after consultation to provide implementation support

Unit Price: \$2,575/school (19% discount from standard Upbeat pricing)

Additional 12.7% discount based on long-term client relationship

Qty (estimated number of schools): 152

Subtotal (estimated): \$342,000

JCPS Engagement Survey Pricing Summary

Service	Unit Price (1-Year)	Qty	1-Year Total	Discounted Unit Price	Total Savings per Year	Total Cost at Discounted Price
Instructional Survey + Coaching	\$2,575	152 schools	\$391,400	\$2,250.00	\$49,400	\$342,000

* Savings are based on the difference between the pre-discount total and the discounted total, which includes a 12.7% discount for a contract.

Return on Investment | Upbeat

Based on research published by the Learning Policy Institute, below is the estimated savings for the partnership with Jefferson County & the return on investment so far in the partnership.

Cost of retaining a teacher in a large school division (>50,000 students): **\$24,930/teacher**
(Learning Policy Institute)

Districtwide Teacher Retention SY 24-25	Districtwide Teacher Retention SY 25-26 ¹	Extra Teachers Retained with Upbeat	Cost Savings per year (Estimated)	Cost of Upbeat	Estimated Return on Investment Per Year
94.6%	95.8%	82	\$2,044,260	\$342,000	~6:1

¹ Accountability, Research, and Systems Improvement (2025). 2025-26 JCPS Data Books. Louisville, KY: Jefferson County Public Schools.

Jefferson County Public Schools



Partnership Summary Fall 2022-Fall 2025

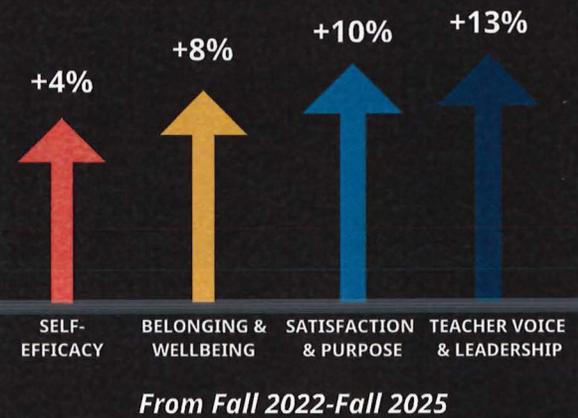
Overview of Engagement Survey Administration

Jefferson County Public Schools has administered Upbeat's Engagement Survey to teachers in the district eleven times since Fall 2020, starting with a pilot group of 18 schools. The partnership expanded district-wide in Fall 2022.

Most recently the Upbeat Engagement Survey was administered to **6,081 teachers at an 88% participation rate** between October 6th- October 21st.

As a district, the focus has been on the following four pillars: **Belonging & Wellbeing, Teacher Voice & Leadership, Self-Efficacy and Satisfaction & Purpose**-- which have all grown in positive responses since Fall 2022. Additionally the district has named **School Safety & Order** as a domain of focus, which has **grown +13% since Fall 2022**.

Growth in Areas of Focus



SY24-25 | Principal and Supervisor Feedback

96%
OF LEADERS
REPORTED THAT
UPBEAT'S
REPORTS WERE
HIGH QUALITY

96%
OF LEADERS
AGREED THAT THE
DATA GAVE THEM
INSIGHTS TO
ACCOMPLISH
THEIR GOALS

96%
OF LEADERS AGREED
THAT THEIR UPBEAT
CONSULT WAS VERY
OR EXTREMELY
HELPFUL

100%
OF LEADERS AGREED
THAT UPBEAT HAS
BEEN VERY
RESPONSIVE TO
THEIR QUESTIONS

Comments from Leaders on Coaching

- "My meetings are always encouraging and positive, even before we experienced great growth." - *Elementary School Principal*
- "The survey is very informative and telling. I wish that I could break it down by individual grades instead of grouping them together (kindergarten only, instead of grouping three grade levels together)."- *Elementary School Principal*
- "My coach always gives me resources that I can use immediately to share the results of my survey with staff members."- *Elementary School Principal*
- "Great coach! Wonderful collaborative experience."- *Early Childhood Principal*
- "I would love if JCPS would open this survey to classified staff as well. We are at a critical shortage of instructional assistants and it would be great to get their input as [to] what would help with retention for them as well!"- *Special School Principal*
- "Great explanation and time letting us know what our strengths and weaknesses are. Great job. Very professional and very helpful."- *High School Principal*
- "I enjoy talking through results with [My Coach]. She is very thorough, responsive, and articulate in the sessions."- *Middle School Principal*
- "Report gives data to the principal that is helpful, taken seriously and is used in professional growth plans."- *District Leader*