



**BULLITT COUNTY PUBLIC SCHOOLS**  
DEPARTMENT OF TECHNOLOGY

**KEVIN FUGATE, DIRECTOR & CIO**

SARAH SMITH, ADMINISTRATIVE ASSISTANT

SARAH CARNES, INVENTORY SPECIALIST

ANDREW HOBBS, NETWORK ADMINISTRATOR

TO: Dr. Jesse Bacon, Superintendent

FROM: Mr. Kevin Fugate, Director of Technology/CIO  
Dr. Lee Barger, Director of College Career and Innovative Programs  
Dr. Adrienne Usher, Deputy Superintendent

DATE: January 13, 2026

RE: Dataseam Partner Agreement

Board approval is being requested to partner with Dataseam, a Louisville-based non-profit, to implement a U.S. Department of Labor-approved Registered Apprenticeship for the BCPS Technology Department. Designed for high school juniors and seniors, this two-year program provides students with approximately 600 hours of paid on-the-job training annually, enabling them to master real-world IT skills and earn a nationally recognized "Journeyworker" credential. By transitioning from seat time to a competency-based model, this initiative offers students professional certification opportunities and a clear career pathway in the rapidly growing technology sector.

Beyond student development, this partnership offers significant financial and societal benefits to the district, including direct funding and the acquisition of powerful computer workstations for classrooms. These devices serve a dual purpose: while supporting student learning during the day, they join the DataseamGrid to process complex data for cancer research at the University of Louisville Brown Cancer Center when idle. Participation in this program not only generates critical revenue for district technology needs but also allows BCPS to contribute directly to life-saving science and drug discovery. The total cost for four student apprentices will cost approximately \$5800.00 for the first year. The agreement has been reviewed by Dinsmore & Shohl, LLC.

**BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION**



## **DISTRICT REGISTERED APPRENTICESHIP PARTICIPATION AGREEMENT**

THIS AGREEMENT (“Agreement”) is between Kentucky Dataseam Initiative, Inc. (“Dataseam”) and Dataseam Program K-12 School District, (“the District”) and sets forth the terms and obligations for the District to participate in the US Department of Labor Registered Apprenticeship program for Information Technology, sponsored by Dataseam (“the Program”).

The Program was created, implemented, and operated by Dataseam, in accordance with the guidelines and policies of the U.S. Department of Labor (“DOL”), in conjunction with and under the supervision of the Kentucky Education and Labor Cabinet. This Registered Apprenticeship Program for Information Technology Specialist, O\*Net Code 15-1244.00, RAPIDS Code 1132CB, requires (1) Coursework, (2) On-Job-Training and Mentoring, and (3) paid employment as part of 2-year Registered Apprenticeship that will include approximately 300 hours of training and coursework and at minimum 600 paid hours of employment, leading to the *US Department of Labor Information Technology Specialist Certification*.

This Agreement is subject to the existing policies and procedures of both Dataseam and the District, both separately, and as part of the mutually executed Dataseam Participating Partner Agreement. In the execution and fulfillment of this Agreement, each party’s obligations are outlined below:

### **Dataseam obligations:**

- Provide and support the educational content for the Program.
- Provide online tools for use during the Program.
- Assist in the selection and validation of Apprentice and K-12 Employer-Partner Mentor(s).
- Provide Mentor training.
- Provide an Apprenticeship Program Manager (APM) as point of contact for Apprentice and Mentor. The APM is who assures that the Apprentices are working through all the steps required to complete the program and coordinating efforts with the Mentor.
- Coordinate education and testing for individual industry-specific certifications as needed.
- Fulfill against all obligations successfully met by the District as outlined in the associated Opportunity Addendum and schedule for earning computers.
- Provide Laptop for Apprentice use.

### **School District obligations:**

- District shall employ and pay Apprentice as outlined by the Department of Labor Employer Acceptance Agreement adopted by the School District.
- District would be responsible for payroll records and reporting to Dataseam each pay period over the two-year employment period. Apprentice must complete 600 hours of work approximate minimum of 200 hours per phase) and approximately 300 hours of instruction during the two-year program.

- District will promote and advertise Registered Apprenticeship opportunity to all eligible students to the best of its ability and commensurate with other efforts. District will work with Dataseam to verify promotion and recruitment activity.
- District commits to examine all candidates seeking Registered Apprenticeship opportunity who have met the minimum standards as outlined during the initial application process. This examination should include but is not limited to the district's standard hiring and employment processes. This examination does not commit either Dataseam or the K-12 District Employer-Partner to provide opportunity to any candidate, contingent upon the needs of the K-12 Employer-Partner.
- District must assign a Mentor for each student. The Mentor is a regular employee of the school who spends one-half or more of their time either performing IT support related tasks or teaching IT related tasks in a professional capacity. The Mentor should hold one or more technical certifications and/or a postsecondary degree in a related field.
- Mentor(s) to attend development activity as part of District's Registered Apprenticeship participation. Annual commitment no more than 3-4 days, non-contiguous, annually. Non-technical in nature; may or may not involve opportunity for technology earnings by district. This activity and related development cumulative in nature, requiring consistent mentor membership and associated participation, notwithstanding mentor(s) change in employment and/or district responsibility.
- Mentor development activity may involve in-state travel.
- Mentor and Apprentice must use Dataseam provided tools for apprentice timekeeping, assignment tracking, evaluation, review and communication. Mentor and Apprentice must ensure all reporting is provided to Dataseam for each pay period and as necessary on a monthly basis.
- Mentor must schedule and report the Apprentice's work assignments by task or specific job types as required by the DOL.
- Mentor shall notify Dataseam/APM of any irregularities in scheduling or performance related to the Apprentice.
- District shall notify Dataseam/APM of any changes in Mentorship or issues related to the performance or availability of the designated Mentor in a timely fashion.
- Meet all obligations mutually agreed upon as outlined in the District Addendum.

**Apprentice obligations:**

- Apprentice must complete 600 hours of work (minimum of 200 hours per phase) and approximately 300 hours of instruction during the two-year program. Typically, this will average 3 hours per week during the school year but excluding priority instruction/testing periods and/or work agreed upon between the Apprentice and District Employer to be completed during other periods (district holidays, district in-service(s), snow days), and 30-40 hours per week for 5-7 weeks during the summer.
- Set an approved work schedule with Mentor and APM to complete work.
- Use Dataseam provided online tools for apprentice timekeeping, assignment tracking, evaluation, and communication to include bi-weekly/monthly Timesheets and Work Logs documenting tasks, work hours, and education progress. Apprentice must ensure all reporting is provided to Dataseam for each pay period and as necessary on a monthly basis.
- Any obligations as defined as an "employee" of participating employer District.
- Maintain a GPA of 2.5 throughout the 2-year Apprenticeship Program.

- Complete all assigned coursework and available certifications by the dates specified by the APM.
- Complete all provided work assignments to the satisfaction of the Employer District and Mentor.

**Apprentice Progress/Evaluation:**

- Each phase of the Program must be successfully completed by the Apprentice before progression to next Phase.
- “Successful completion” of each phase means:
  - Successfully completing the competency-based tasks
  - Successfully completing the competency-based educational assignments
  - Submission of all monthly timesheets and work logs.
  - APM and Mentor will evaluate and authorize the Apprentice graduation of each Phase.

**Termination:**

Any party will have the right to terminate this Agreement by giving at least 30 days’ notice in writing to the other parties. If the District terminates this Agreement for any reason, any earnings shall be determined and commiserate with the percentage of work completed by Apprentice as of date of termination.

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School District/Title	Date
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Dataseam 1864 Frankfort Avenue, Suite 201 Louisville, Kentucky 40206	Date
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## **DATASEAM PARTICIPATING PARTNER AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between **Kentucky Dataseam Initiative, Inc.**, a Kentucky not-for-profit corporation, (“Dataseam”), with principal offices located at **1864 Frankfort Ave, Suite 201, Louisville, KY 40206** and **the Board of Education of Bullitt County, Kentucky** a School District duly created, organized and in good standing in accordance with the laws of the Commonwealth of Kentucky, (“Participating Partner”) with its principal offices located at **1040 KY-44, Shepherdsville, KY 40165**. The above entities may sometimes be referred to as the “Party” or the “Parties”.

**WHEREAS**, Dataseam has developed a program designed to enhance education and research in the Commonwealth of Kentucky;

**WHEREAS**, Participating Partner has reviewed the Dataseam program merits and wishes to enroll and participate;

**NOW, THEREFORE**, in consideration of premises and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Term.** This Agreement is effective from the date listed above and shall be automatically renewed for one (1) year on July 1 of each year (“Renewal Date”) unless terminated by prior written notice received by Dataseam no fewer that 60 days prior to the Renewal Date. Dataseam may terminate this Agreement at any time upon 60 days prior written notice to the Participating Partner.

**2. Participating Partner’s Obligations.** Participating Partner understands in order to participate in the program, Partner must provide the following:

**2.1** Access to the internal school network by Dataseam in a mutually agreed-upon manner as needed to meet the instructional and research computing obligations associated with the workstations provided.

**2.2** Provide exclusive access to district computer workstations adequate for research projects and grid-based computation.

**2.3** Physical access to those designated computers within the School District during set-up and provisioning process and from time-to-time during program period as needed to ensure proper functioning of the equipment and network. Access to be during hours agreed to by Participating Partner, not to be unreasonably withheld.

**2.4** Provide best effort to have designated computer workstations to be operational for research 24 hours a day, seven days a week.

**2.5** Provide necessary on-site support personnel during hours agreed to by School District.

**2.6** Provide professional scaled management and control of supplied computers using current mechanisms such as Mobile Device Management (MDM) or other systems which provide

enterprise profile-based configurations, asset/inventory management and application/software update management.

**3. Dataseam's Obligations.** Dataseam agrees to provide to Participating Partner School Districts the following:

**3.1 Work** with Participating Partner to implement technologies and information technology strategies to help improve efficiency.

**3.2 Access** to increased educational and technical opportunity from the higher education environment, which may include visits from university researchers to talk with students and faculty.

**3.3 Participation** in grant opportunities including funding and programs for education, IT, network, equipment, professional development and student workforce development programs.

**3.4 Agree** not to intentionally affect the IT environment to the detriment of the daily educational environment.

**3.5 Work** with the Participating Partner to promote aspects of the Participating Partner's involvement in the program and list Participating Partner as a participating partner of Dataseam, subject to District submission and approval prior to release.

**4. Ownership Interests.** The parties agree to honor and observe the respective ownership interests to the equipment and technologies as follows:

**4.1 Computer Workstations.** Participating Partner shall have or retain sole ownership of computer workstations and other infrastructure utilized pursuant to this Agreement.

**4.2 Computational Grid.** Dataseam shall have sole control of the computational grid, processes and associated technology.

**4.3 Research.** The individual researchers shall be the sole owners of research running on the Participating Partner computers.

**5. Confidentiality.** Parties agree to sign a confidentiality agreement, to the extent allowed by Kentucky law, ("Mutual Confidentiality Agreement"), a copy of which is attached hereto and incorporated herein by reference.

**6. Representations and Warranties of Dataseam.** Dataseam warrants it is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. Dataseam has the corporate power and authority to carry out all its obligations under this Agreement. The execution, delivery and performance of this Agreement by Dataseam have been duly authorized by all necessary corporate action and are enforceable with accordance to its terms. Such execution, delivery and performance does not, and the consummation of the transactions contemplated will not, (a) result in a material breach of any provision of or constitute a material default under the Article of Incorporation or By-laws of Dataseam, or any agreement or instrument to which Dataseam is

**Board of Education of Bullitt County, Kentucky, School District Participating Partner Agreement**

a party or by which it is bound, or (b) require the consent or approval of any other person or governmental agency or authority.

**7. Representations and Warranties of Participating Partner.** Participating Partner warrants it is a School District duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. Further, it has the corporate power and authority to carry out all its obligations under this Agreement and knows of no impediment, legal or otherwise, that would prevent it from fulfilling its obligations hereunder. The execution, delivery and performance of this Agreement by Participating Partner has been duly authorized by all necessary organizational action and is enforceable with accordance to its terms. Such execution, delivery and performance does not, and the consummation of the transactions contemplated will not, (a) result in a material breach of any provision of or constitute a material default under any document establishing its existence or its organizational By-laws, or any agreement or instrument to which Participating Partner is a party or by which it is bound, or (b) or require the consent or approval of any other person or governmental agency or authority.

**8. General Provisions.** The following general provisions shall apply:

**8.1 Survival of Covenants, Warranties and Representations.** All representations, warranties, covenants and agreements of each of the Parties to this Agreement shall survive the consummation of the transactions contemplated in this Agreement.

**8.2 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event any Party commences any action to enforce any term of this Agreement, the parties hereto agree to submit the dispute to mediation in lieu of formal litigation. Any litigated or mediated dispute shall be exclusively maintained in or subject to the venue of the Bullitt County Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Western District of Kentucky.

**8.3 Assignment.** No Party may assign any of its rights or delegate any of the obligations under this Agreement, except with the prior written consent of the other Party.

**8.4 Counterpart.** More than one counterpart of this Agreement may be executed by the Parties hereto by facsimile signatures, and each fully executed counterpart shall be deemed an original.

**8.5 Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**8.6 Remedies Cumulative.** The remedies provided in this Agreement shall be cumulative, and the assertion by any Party of any right or remedy shall not preclude the assertion by such Party of any other rights or the seeking of any other remedies.

**8.7 Entire Agreement; Amendments.** This Agreement constitutes the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the matters contemplated herein. It may be amended only by a written instrument executed by all the Parties to it.

APPROVED:

Kentucky DataSeam Initiative, Inc.

Board of Education of Bullitt County, Kentucky

By: Brian Gupton  
Kentucky DataSeam Initiative, Inc.

By: Jesse Bacon, Superintendent  
Board of Education of Bullitt County, Kentucky

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date of BOE approval:

\_\_\_\_\_



## DATASEAM SCIENCE AND DESIGN LAB AGREEMENT

**THIS AGREEMENT** (“Agreement”) is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between **Kentucky Dataseam Initiative, Inc.**, a Kentucky not-for-profit corporation, (“Dataseam”), with principal offices located at **1864 Frankfort Ave, Suite 201 Louisville KY 40206**, and **The Board of Education of Bullitt County**, a School District duly created, organized and in good standing in accordance with the laws of the Commonwealth of Kentucky, (“Participating Partner”) with its principal offices located at **1040 KY-44, Shepherdsville, KY 40165**. The above entities may sometimes be referred to as the “Party” or the “Parties”.

**WHEREAS**, Dataseam has developed a program designed to enhance education and research in the Commonwealth of Kentucky;

**WHEREAS**, Dataseam may secure funding to provide desktop computer workstations to qualified schools to support research and educational efforts and this Agreement anticipates multiple shipments of computer workstations and other equipment over an extended period;

**WHEREAS**, School District has reviewed the merits of this Agreement and wishes to enroll and participate in the program; and

**NOW, THEREFORE**, in consideration of premises and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Term.** This Agreement adopts and incorporates the Term set out in Section 1 of the Participating Partner Agreement.

**2. Dataseam’s Obligations.** Dataseam agrees to provide to Agreement’s participating members the following:

**2.1** Subject to District submission and approval, will donate computers workstations to School District in such numbers as Dataseam shall determine subject to grants and funding subject to Dataseam use and access as described in Section 3 of this Agreement.

**2.2** May place a physical or electronic inventory tag and program identifiers on each machine, monitor and other equipment to facilitate tracking, management and operations of the program. An itemized inventory list identifying each piece of equipment and its respective delivery dated signed by representative designated by the parties hereto shall be attached to the Agreement and incorporated herein by reference. In the event the original of the inventory list is misplaced or otherwise inaccessible a photocopy may be attached instead.

**2.3** At the School District’s option, make available university outreach in the form of professor visits to the schools.

**2.4** At the School District’s option, make available special supplemental curriculum benchmarked to Kentucky standards.

**2.5** At the School District’s option, make available special scholarship opportunity for students graduating from high school.

**Board of Education of Bullitt County, Kentucky, School District Participating Partner Agreement**

**3. School District's Obligations.** School District understands that in order to participate in the Agreement, School District must provide or do the following:

**3.1** The School District must be an active Dataseam Participating Partner.

**3.2** Provide, always, suitable environment and management of the equipment as determined by Dataseam and in accordance with Dataseam District Standard Configurations & Procedures provided and regularly updated by Dataseam.

**3.3** The Equipment shall be operational and available to external network access 90% of the time, 24 hours a day, seven days a week, consistent with the Term set out in Section 1 above.

**3.4** Make available the School District Project Team as described in the Participating Partner Profile to facilitate on-going involvement in the program.

**3.4.1** Technical support during installation of Equipment and on-going, on-site support as needed.

**3.4.2** Facilitate educational outreach in the school (optional).

**3.4.3** Send at School District's expense teachers and/or staff to offer Professional Certification and Development by Dataseam, its designates.

**3.5** Take full responsibility for the Equipment and agrees to repair or replace any machines/associated provided peripherals damaged, stolen or become inoperable for any reason during the Term set out in Section 1 above, within the parameters allowed under Kentucky law.

**3.6** Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or personal injury or death arising out of and during the performance or otherwise associated in any manner of this Agreement.

**3.7** Intentionally left blank

School District agrees, at its expense, to provide any additional software, internal modifications to the hardware, including, without limitation, any memory or other forms of upgrades, or additions of other computer related materials for educational use, which will, except for the software, become part of the Equipment.

Return the Equipment to Dataseam, if Dataseam at any time determines in its sole discretion that the above criteria are not being met. The School District will cooperate with the loading of Equipment for return to Dataseam with reasonable notice.

3. **Representations and Warranties of Dataseam.** Dataseam warrants that it is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. Dataseam has the corporate power and authority to carry out all its obligations under this Agreement. The execution, delivery and performance of this Agreement by Dataseam have been duly authorized by all necessary corporate action and are enforceable with accordance to its terms. Such execution, delivery and performance does not, and the

consummation of the transactions contemplated will not, (a) result in a material breach of any provision of or constitute a material default under the Article of Incorporation or By-laws of Dataseam, or any agreement or instrument to which Dataseam is a party or by which it is bound, or (b) require the consent or approval of any other person or governmental agency or authority.

**5. Representations and Warranties of School District.** School District warrants that it is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. Further, it has the corporate power and authority to carry out all its obligations under this Agreement and knows of no impediment, legal or otherwise, that would prevent it from fulfilling its obligations hereunder. The execution, delivery and performance of this Agreement by West End Preparatory School, Inc. have been duly authorized by all necessary organizational action and is enforceable with accordance to its terms. Such execution, delivery and performance does not, and the consummation of the transactions contemplated will not, (a) result in a material breach of any provision of or constitute a material default under any document establishing its existence or its organizational By-laws, or any agreement or instrument to which West End Preparatory School, Inc. is a party or by which it is bound, or (b) require the consent or approval of any other person or governmental agency or authority.

**6. General Provisions.** The following general provisions shall apply:

**6.1 Survival of Covenants, Warranties and Representations.** All representations, warranties, covenants and agreements of each of the Parties to this Agreement shall survive the consummation of the transactions contemplated in this Agreement.

**6.2 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event any Party commences any action to enforce any term of this Agreement, the parties hereto agree to submit the dispute to mediation in lieu of formal litigation. Any litigated or mediated dispute shall be exclusively maintained in or subject to the venue of the Bullitt County Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Western District of Kentucky.

**6.3 Assignment.** No Party may assign any of its rights or delegate any of the obligations under this Agreement, except with the prior written consent of the other Party.

**6.4 Counterpart.** More than one counterpart of this Agreement may be executed by the Parties hereto by facsimile signatures, and each fully executed counterpart shall be deemed an original.

**6.5 Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**6.6 Remedies Cumulative.** The remedies provided in this Agreement shall be cumulative, and the assertion by any Party of any right or remedy shall not preclude the assertion by such Party of any other rights or the seeking of any other remedies.

**6.7 Entire Agreement; Amendments.** This Agreement constitutes the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the matters contemplated herein. It may be amended only by a written instrument executed by all the Parties to it.

APPROVED:

Kentucky Dataseam Initiative, Inc.  
By: Brian Gupton, CEO  
Kentucky Dataseam Initiative, Inc.

Board of Education of Bullitt County, Kentucky  
By: Jesse Bacon, Superintendent  
Bullitt County Public Schools

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date of BOE approval: \_\_\_\_\_

## CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT (“Agreement”) is entered into by and between **Kentucky Dataseam Initiative, Inc.** (“Dataseam”), a Kentucky corporation, and **The Board of Education of Bullitt County, Kentucky.** The above entities may sometimes be referred to as the “Party” or the “Parties”.

**WHEREAS,** each party desires to review certain Confidential Information of the other Parties, and each Party is willing to disclose such information to the other Parties, subject to the terms of this Agreement;

**NOW, THEREFORE,** in consideration of premises and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Confidential Information.** “Confidential Information” means any and all technical, business, financial or commercial information concerning the Parties which is confidential or proprietary or competitively sensitive and which is received from any Party or their representatives, whether before or after the date hereof, without regard to the form of the disclosure, consistent, however, with the Kentucky Open Records Act, KRS 61.870 et seq., including without limitation:

(a) **Technical Information.** All trade secrets, inventions, discoveries, know-how, formulas, formulations, compositions, software, specifications, patents, patent applications, drawing, schematics, processes, process technologies, manufacturing techniques, tests, test results, research and development, and similar non-public technical information;

(b) **Business, Financial and Commercial Information.** All information concerning the business, financial condition, results of operations, marketing strategies, contracts with representatives, lists of Agents or representatives, contracts with customers and prospective customers, lists of customers and prospective customer representatives, costs, pricing, margins, terms of sales, quantities, product plans, contracts, market information, purchase orders, sources of supply, projections, confidential personnel information, and similar non-public commercial information; and

(c) **Recordings.** The contents of all notes, analyses, compilations, contracts, records, report studies and extracts in every recordable form, however and whenever arising, containing any Confidential Information.

**2. Excluded Information.** “Confidential Information” does not include any written information that any Party can demonstrate is:

- (a) Information which is or becomes public knowledge through no fault of any Party;
- (b) Information which is disclosed to any party not in violation of any contractual or legal obligation; or

- (c) Information, which was in the possession of one Party prior to disclosure by the other Party.

**Nondisclosure.** The Parties agree that the Confidential Information will be used solely in connection with their consideration, analysis and evaluation of the potential agreement. The Parties agree to hold the Confidential Information in strict confidence and agree not to communicate, disclose, divulge, disseminate, publish or transfer the Confidential Information to any person except as expressly permitted hereby, without the prior written consent of the other Party.

**4. Permitted Disclosure.** The Parties may disclose some or all of the Confidential Information, solely for the purposes permitted by this Agreement, to their directors, employees, agents, representatives and their accounting, financial, legal and other advisors strictly on a need-to-know basis; provided that each such person agrees to be bound by the same restrictions required of the Parties hereunder. The Parties may disclose some or all of the Kentucky Confidential Information if required to do so under the Open Records Act.

**5. Prior Consent.** The Parties will not make any announcement of their discussions with each other without the other Parties' prior consent and approval of the contents thereof, consistent, however, with the Kentucky Open Records Act, KRS 61.870 et seq.

**6. Injunction.** The Parties agree that each Party would not have an adequate remedy at law, and each Party would be irreparably injured, if the Parties do not strictly perform their obligations in accordance with the provisions of this Agreement, and within the parameters allowed under Kentucky law. Each Party agrees that the other Party may be entitled to an injunction to require compliance herewith. This remedy is in addition to any other right or remedy to which the Parties may be entitled at law or in equity.

**7. No Obligation.** Neither this Agreement nor any discussions or disclosures hereunder shall be deemed a commitment to any business relationship, contract, or future dealing with the other party, nor shall either party be prevented from conducting similar discussions or performing similar work, so long as such discussions or work do not violate this Agreement.

**8. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event that any Party commences any action to enforce any term of this Agreement, then the prevailing Party in such action shall be entitled to recover its reasonable costs and expenses incurred therein as determined by a court of law.

**9. Assignment.** No Party may assign any of its rights or delegate any of the obligations under this Agreement, except with the prior written consent of the other Party.

**10. Counterpart.** The Parties may execute more than one counterpart of this Agreement hereto by facsimile signatures, and each fully executed counterpart shall be deemed an original.

**11. Term.** This Agreement adopts and incorporates the Terms set out in the Participating Partner Agreement.

All obligations undertaken with respect to Confidential Information disclosed pursuant to this Agreement shall survive termination of this Agreement for a period of three (3) years.

**IN WITNESS WHEREOF**, the Parties have executed this agreement as of the date set out below.

APPROVED:

Kentucky Dataseam Initiative, Inc.  
By: Brian Gupton, CEO  
Kentucky Dataseam Initiative, Inc.

Board of Education of Bullitt County, Kentucky  
By: Jesse Bacon, Superintendent  
Bullitt County Public Schools

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date of BOE approval: \_\_\_\_\_

## Dataseam Participating Partner Profile

### School District Information

<b>School District</b>	Bullitt County Public Schools	
<b>County</b>	Bullitt	<b>Date</b>

<b>Address 1</b>	1040 Hwy 44E
<b>Address 2</b>	
<b>City, State &amp; Zip Code</b>	Shepherdsville, KY 40165
<b>Established Board Meeting Dates/Times</b>	

**School District Administration and Project Team Information**

(This program involves several aspects within the school we find that a team approach works best)

<b>Contacts</b>	<b>Name (First &amp; Last)</b>	<b>Title</b>	<b>Phone Number (xxx-xxx-xxxx)</b>	<b>Email Address</b>
<b>Primary (Administration)</b>	Lee Barger/Adrienne Usher	Director of College Career/Innovative Programs & Deputy Superintendent	502-869-8000	lee.barger@bullitt.kyschools.us; adrienne.usher@bullitt.kyschools.us
<b>Technical</b>	Kevin Fugate	Director of Technology	502-869-8000	kevin.fugate@bullitt.kyschools.us
<b>Media</b>	Stefanie Kleinholter	Director of Communications	502-869-8000	stefanie.kleinholter@bullitt.kyschools.us
<b>Education</b>	Lee Barger	Director of College Career/Innovative Programs	502-869-8000	lee.barger@bullitt.kyschools.us
<b>Scholarship</b>	Lee Barger	Director of College Career/Innovative Programs	502-869-8000	lee.barger@bullitt.kyschools.us

Primary - Responsible for district personnel assigned to the project and compliance with program requirements including contracts.

Technical - Responsible for the all aspects of the School District's technology infrastructure and personnel.

Media - Responsible for coordination of all public and media relation efforts for this project.

Education – Responsible to work with educational programs available through Dataseam.

Scholarship – Responsible for scholarship applications and/or awards made available through the Dataseam program.

**Additional Notes:**

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