

OK AS TO FORM
AMH 4-14-2026

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Bezos Academy

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 Day 1 Academies, d/b/a Bezos Academy (hereinafter "Bezos Academy"), a non-profit nonstock corporation located at 3040 78th Avenue SE, #1042 Mercer Island, WA 98040-9998. This Agreement is effective as of May 1, 2026 (the "Effective Date") regardless of when signed.

WHEREAS Bezos Academy operates a network of tuition-free, Montessori-inspired preschools in under-resourced communities within Louisville and across the country; and

WHEREAS Bezos Academy and JCPS wish to enter into an agreement to share certain data pertaining to JCPS students described herein (collectively, "Covered Data") in order to measure the long-term impact and effectiveness of the program on students.

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

1. Duties of JCPS:

a. The duties of JCPS are as follows:

- i. Designate a primary point of contact who will serve as the coordinator for this agreement. The JCPS Liaison will facilitate communication between JCPS departments and Bezos Academy, support data-related requests and support internal review and approval processes as required.
- ii. JCPS agrees that, upon receipt of student information provided by Bezos JCPS will enter such information into JCPS information systems in a manner consistent with JCPS practices and Kentucky statutes. JCPS agrees that data entered will only be used to support the giving of accurate data.
- iii. JCPS will provide the Covered Data categories listed in Attachment A.
- iv. JCPS agrees that it will provide the Covered Data in compliance with FERPA to Bezos Academy. To ensure the privacy and anonymity of students, JCPS will provide the Covered Data using a **unique, random identification number** for each student record, with **no names, dates of birth or specific demographics such as gender and race connected**. Furthermore, JCPS will **aggregate all demographic data** (gender, race, etc.) to prevent the identification of students through data combinations.

- v. JCPS will keep any personally identifiable information provided by Bezos Academy (for example, student names and DOBs to help identify the cohort for Covered Data) (“BA-Provided Data”) to JCPS confidential, and will protect any such BA-Provided Data with the same level of care that it protects its own data, but not less than commercially reasonable care. JCPS may not use BA-Provided Data for purposes other than identifying the cohort for Covered Data under this Agreement.

2. Duties of Bezos Academy:

- a. The duties of Bezos Academy are as follows:
 - i. Designate a primary point of contact who will serve as the coordinator for this agreement (“BA Liaison”). The BA Liaison will facilitate communication between JCPS and Bezos Academy, support data-related requests and support internal review and approval processes as required. The initial BA Liaison is identified in Section 13 (Notices) and may be changed at any time by written notice from Bezos Academy.
 - ii. Provide the BA-Provided Data listed in Attachment A.
 - iii. Ensure that there is valid parental or legal guardian consent for all BA-Provided Data provided by Bezos Academy to JCPS, if required by law or Bezos Academy policy.
 - iv. Immediately notify JCPS if Bezos Academy becomes aware that JCPS has improperly or inadvertently disclosed personally identifiable information to Bezos Academy, and follow all reasonable directives of JCPS to either return or destroy such personally identifiable information within 30 days of becoming aware of the same or receiving direction from JCPS, whichever is later.
 - v. Bezos Academy may only use Covered Data for the following purposes (collectively, the “Permitted Uses”):
 - 1. Research purposes internal to Bezos Academy (for example, research on how to improve the effectiveness of Bezos Academy’s preschools or other services and programs).
 - 2. Research purposes external to Bezos Academy (for example, sharing a data set with another nonprofit early childhood educational research organization, a school district, or a university), provided that JCPS will be provided with at least 30 days’ prior written notice before such use to enable the Institution to provide input if the Institution chooses to do so, and provided further that Bezos Academy may not publicly use JCPS’s name in connection with this purpose without JCPS’s prior written consent.

3. Bezos Academy may share or make public statements for lawful purposes relating to aggregated, non-individually identifiable outcomes of former Bezos Academy students. For example, Bezos Academy may create a fact sheet for prospective families considering Bezos Academy including factual statements such as, hypothetically, “First graders who previously attended Bezos Academy are 10% less likely to be chronically absent than the US first grade population as a whole”, or “high school seniors who attended Bezos Academy as preschoolers are 5% more likely to report planning to attend college,” or the like. Bezos Academy may not name JCPS in statements made pursuant to this clause (3) without prior written consent from JCPS.
4. Where disclosure is required by law or court order.
 - b. Bezos Academy 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. JCPS acknowledges that Bezos Academy is seeking only de-identified, aggregated, and/or pseudonymized data that is not reasonably possible for Bezos Academy to reidentify. JCPS will take reasonable steps to de-identify any Covered Data that could be considered PII before providing the same to Bezos Academy. Notwithstanding the foregoing, If the performance of this Agreement involves the transfer by JCPS to Bezos Academy of any PII that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, (“FERPA”), Bezos Academy and JCPS must manage the data transfer in accordance with FERPA requirements, and Bezos Academy agrees to the following conditions:
 - i. If Bezos Academy has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then Bezos Academy shall:
 - (a) In all respects, comply with applicable 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 Covered Data for no purpose other than for Permitted Uses, and otherwise may not share or disclose any Covered Data with any person or entity other than Bezos Academy 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 or as is otherwise consistent with the Permitted Uses.

- (c) Require all employees, contractors, volunteers, and agents of Bezos Academy to comply with all applicable provisions of FERPA with respect to any Covered Data. Bezos Academy represents to JCPS that it imposes obligations of confidentiality with each employee, contractor, volunteer, or agent pursuant to its employee policies and/or agreements, and Bezos Academy will diligently enforce these obligations with respect to any of the foregoing persons with access to PII pursuant to this Agreement.
 - (d) Maintain any Covered Data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any Covered Data except as necessary to fulfill the purposes of this Agreement or consistent with the Permitted Uses. Bezos Academy shall notify JCPS within 72 hours of becoming aware of the same in the event of any data breach or disclosure of PII to any person or entity other than as permitted in this Agreement.
 - (e) Not attempt to reidentify an individual student in the Covered Data for any reason.
- d. Bezos Academy will limit data requested from JCPS to the specific elements listed in Attachment A, and JCPS will deny any requests for other data elements requested absent a formal written amendment to this Agreement. 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. Bezos Academy will adhere to the timelines in Attachment A for when Bezos Academy will provide JCPS with BA-Provided Data to enable JCPS to identify the appropriate cohort for Covered Data. Notify JCPS of unexpected changes in timelines as soon as possible and accept that changes may alter JCPS' capacity to provide requested data.
 - f. Bezos Academy will enforce confidentiality and non-disclosure requirements on Bezos Academy employees, contractors or agents responsible for evaluation and analysis activities who must access confidential data referenced in Attachment A.
 - g. Covered Data may only be used for the Permitted Uses.
 - h. Bezos Academy will direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
 - i. Bezos Academy acknowledges that JCPS retains the right to audit Bezos Academy's compliance with this agreement.

- j. Bezos Academy 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.
- k. Bezos Academy will 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.
- l. Bezos Academy will 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.
- m. Bezos Academy will ensure that all personally identifiable data in its possession and in the possession of any subcontractors or agents to which they may have transferred data are destroyed within forty-five (45) days after the PII is no longer needed for the specified purpose as defined in this agreement, upon JCPS' request or upon termination of this agreement. Bezos Academy agrees to provide written notice in an email to jcps.irb@jefferson.kyschools.us within forty-five (45) days after the personally identifiable is destroyed outlining the date of destruction along with method of destruction.

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, as applicable.
- c. JCPS and Bezos Academy agree to maintain regular communication through their designated liaisons to monitor implementation, address questions related to data requests, and resolve issues related to data interpretations or use.

- 4. **Term:** This Agreement shall be effective on May 1, 2026 and shall terminate on May 1, 2027, except as renewed. The Agreement will automatically renew for 12-month periods each May 1 (starting with May 1, 2027) unless either party opts out with 30 days' prior written notice to the other or otherwise exercises termination rights it may have under this Agreement.

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, Bezos Academy 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 data security as outlined above. Bezos Academy 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. In the event of an immediate termination, Bezos Academy 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 Bezos Academy.
7. **Independent Parties:** JCPS and Bezos Academy 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 Bezos Academy concerning the Bezos Academy 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.
 - b. **Notices:** All notices under this Agreement will be sent to the parties via email at the following email addresses, or such other email addresses as indicated in writing by a party from time to time:

To Bezos Academy:

Sarah Stern, Senior Student Systems Program Manager
Sarah.stern@bezosacademy.org

with a copy to legal@bezosacademy.org

To JCPS:

Danielle Doelling, IRB Chair
danielle.doelling@jefferson.kyschools.us

With a copy to jcps.IRB@jefferson.kyschools.us

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

Jefferson County Public Schools:

Bezos Academy:

Dr. Brian Yearwood, Superintendent



Name: **Katie Ford**
Title: Chief Marketing & Communications Officer

Date: _____

Date: 4/14/2026

ATTACHMENT A

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

Data Request and Reporting Schedule

Bezos Academy data request

Data Request and Reporting Schedule

Step 1

Record Collection Timeframe	When Bezos Academy submits file to JCPS	When will JCPS will load to Census Web
Spring 2025 – 2026 (initial term) Spring from one year – spring next calendar year (any subsequent terms)	May 1, 2026 (and each subsequent May 1, if renewed)	June 1, 2026 (and June 1 each subsequent year, if renewed)

Step 2 - The initial submission of students will not have JCPS data until Spring 2027

Record Collection Timeframe	When Bezos Academy submits a request to JCPS	When will JCPS fulfill the request
2026-2027	June 1, 2027 (and each subsequent June 1 if renewed)	June 15, 2027 (and each subsequent June 15 if renewed)

Data Elements Provided by Bezos Academy for matching via Census Web

Data Elements Given to JCPS by Bezos Academy (BA-Provided Data)		
Student First Name		
Student Last Name		
Student Middle initial - optional		
Date of Birth		
Household Address		
State		
Zip Code		

Bezos Academy Location Name		
Parent Consent Indicator		
Data Elements Delivered to Bezos Academy		
Data Elements Fulfilled by JCPS	Data Notes	
Student Random Proxy ID	In order to stay deidentified, random IDs will be generated- this will allow matching over time	
School (code and name)	School when the assessment was taken	
Grade	Grade when assessment was taken	
District Screener Data RD Achievement	Fall, Winter, Spring	
District Screener Data RD Growth	Fall, Winter, Spring	
District Screener Data MA Achievement	Fall, Winter, Spring	
District Screener Data MA Growth	Fall, Winter, Spring	
Student course grades in Reading and Math	Each Quarter	
School Year	School Year when assessment was taken	
Student Attendance	End of Year	