

CONNECTED NATION®



OK AS TO FORM
AMH 6-4-2026

2026 PROGRAM AGREEMENT

This Program Agreement (this "Agreement") is made as of May 13, 2026 (the "Effective Date"), by and between the Jefferson County Board of Education dba Jefferson County Public Schools (JCPS) ("Partner Organization"), and Connected Nation, Inc., a nonprofit corporation organized under the laws of the Commonwealth of Kentucky ("Program Owner") (each a "Party" and together, the "Parties") on the Teens Teach Tech Initiative.

The Teens Teach Tech Program harnesses students' technology skills to provide basic skills training to their families and other new computer/internet users in the community. While this strategy will allow local training, there are inadvertent benefits to this approach, such as the opportunity for students to use their technology skills for community service while learning real-world problem-solving, collaboration, and project development. The project must be student-led; however, the Partner Organization will select and approve adult mentors to be the sole liaison with Connected Nation and must fully supervise the teams. Participants may be eligible to receive monetary incentives for successful execution of the program.

I. Partner Organization Representations.

- A. JCPS schools interested in participating in the Teens Teach Tech program should contact JCPS Resource Development (502-485-3290) before submitting any application or other documents to Connected Nation. If schools go through the district's pre-application review process, schools may accept awards from Connected Nation under this agreement. Schools are responsible for reporting any grants or donations to the JCPS Small Grant and Donation Database.
- B. Qualifications of a Mentor. A mentor is an adult employed or affiliated with a Partner Organization (school district, nonprofit, community center, place of worship, etc.) who has been pre-screened and approved to work with middle or high school-aged students by the organization's proper authorities.
- C. Responsibility and Supervision of Students. The Partner Organization represents and warrants that it is solely responsible, through its selected mentor, for supervising and mentoring the students under this project. The Partner Organization is responsible for ensuring that all school requirements are met and for obtaining parental consent for any student who will participate in the program.
- D. Compliance. Partner Organization agrees to comply with all applicable laws and regulations during the Program Term including but not limited to any relevant labor and/or tax laws.

- E. Program Reporting and Documentation. Partner Organization agrees to submit an Event Summary after each training event and provide one photo or video of each training performed by students and submit applicable Photo Consent forms for any minors in photo.
- F. By participating in the Program, Partner Organization acknowledges that it is and will remain compliant with all applicable local, state and federal laws, including without limitation Title VII of the Civil Rights Act of 1964 (if applicable) and Section 1981 of the Civil Rights Act of 1866. Partner Organization specifically represents that it is and will remain compliant with Section 1981 of the Civil Rights Act of 1866 in the administration of all Program activities.

II. Program Funds.

A. Startup Funds

1. Amount. Subject to the terms and conditions set forth below, Program Owner agrees to provide to Partner Organization up to \$500.00 in startup funding, which must be pre-approved by the Program Owner (the "Startup Funds").
2. Purpose. The Startup Funds must be used solely to develop and operate the pre-approved student project for the Teens Teach Tech program, via the program application (together, the "Charitable Activities").
3. Delivery. Program Owner will deliver the full amount of the Startup Funds within a reasonable time after receipt of the Partner Organization's application. The application will be sent via an online form provided by the Program Owner.
4. Conditions. Partner Organization, as advised by the Mentor, shall use the Startup Funds only for the Charitable Activities described above and shall return to Program Owner any Startup Funds not so used, unless Program Owner provides prior written consent for such other use.
5. Documentation. Partner Organization must provide W-9 and IRS tax exemption determination letter or other documentation as requested to establish the status of an organization before funds are released.

B. Incentive "Earned" Funds

1. Amount. Subject to the terms and conditions set forth below, Program Owner agrees to provide to Partner Organization up to \$4,000.00 in incentive funding, which must be pre-approved by the Program Owner (the "Earned Funds"). This amount is subject to change for special promotions. All payments to Partner Organization are subject to Program Owner's availability of funding.
2. Purpose. The Earned Funds are based on the number of people trained by the Mentor and the student team in participation of the Teens Teach Tech program. For every 1 person trained, \$10 may be awarded with up to 400 trainees permitted. This amount is subject to change for special promotions.
3. Delivery. The payout terms are quarterly, and training completed within each term

will be paid out in the first month of the following term. Upon the end of each quarter, the Program Owner will confirm the payout amount with the Mentor based on the Event Summaries required for each training, which contain the number of people trained. Program Owner will deliver the full amount of the Earned Funds per term within a reasonable time after receipt of the Partner Organization's Event Summaries and confirmation.

4. Conditions. Partner Organization shall use the Earned Funds solely for the students' or program benefit and shall return to Program Owner any Earned Funds not so used, unless Program Owner provides prior written consent for such other use. Partner Organization may be required to complete an online form confirming receipt of Funds.

III. Recordkeeping, Accounting and Reporting.

A. Internal Accounting. Partner Organization shall maintain a complete and accurate record of the Program Funds received and expenses incurred pursuant to this Agreement and shall conduct such internal audits as are reasonably required to verify full compliance with this Agreement.

B. Record Retention. Partner Organization shall retain such books and records for at least four (4) years after the expiration of the Program Term and shall permit Program Owner to have reasonable access to its files, records and personnel for the purpose of making such financial audits, program evaluations or verifications concerning the Program, or this Agreement as Program Owner deems necessary. The rights and obligations of the Parties pursuant to this paragraph shall survive the termination, rescission, or expiration of this Agreement.

C. Quarterly Report. Partner Organization and all teams affiliated with Partner Organization shall submit a Quarterly Team Review that includes the following:

1. A summary of all training conducted (number of people who were trained, number of students that participated in the program, any media materials success stories, and feedback).

D. Any project conducted under this Agreement that involves research, program evaluation, monitoring activities, data collection, or the sharing of Personally Identifiable Information (PII) is subject to review and approval by the JCPS Institutional Review Board (IRB) in accordance with applicable federal regulations, state law, and Board policy, and no such activities may begin prior to written IRB approval. JCPS complies with the federal definition of research, including activities designed to contribute to generalizable knowledge or evaluate effectiveness beyond standard educational or operational practice, and participation by students or staff must be voluntary when required by the JCPS IRB.

To the extent this Agreement involves the transfer of student information protected under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, such transfer shall occur only in compliance with FERPA and applicable regulations. If deemed a FERPA exception by JCPS, Connected Nation shall use the data solely for purposes of this Agreement, restrict access to authorized personnel with a legitimate interest, maintain appropriate confidentiality agreements, implement reasonable administrative, physical, and technical safeguards to protect the data, prohibit unauthorized redisclosure, and

notify JCPS within 24 hours of any actual or suspected data breach.

IV. Publicity and Intellectual Property.

- A. Acknowledgement of Program Owner's Support. Program Owner encourages Partner Organization to include Program Owner's name (and/or relevant sponsor) when identifying sponsors, donors and supporters in public forums (e.g., on website). Partner Organization may include Program Owner's name and logo in a general list of Partner Organization's sponsors, donors and supporters without prior permission, provided that Partner Organization treats Program Owner in the same manner that it treats its other similarly situated sponsors, donors and supporters, and provided further that Partner Organization complies with the terms of Program Owner's trademark usage guidelines as provided by Program Owner from time to time.
- B. Trademarks. Any right granted to Partner Organization to use the Program Owner's logo, or any other trademark shall be revocable, non-exclusive and non-transferable, and the Partner Organization agrees to use such logo or trademark only in accordance with any trademark usage guidelines that the Program Owner may provide from time to time. Partner Organization agrees to provide samples of its use of Program Owner's logo or trademarks for approval by Program Owner prior to any such usage, and Partner Organization agrees to terminate usage of any Program Owner logo or trademark if such usage fails to meet Program Owner's trademark usage guidelines or quality standards or otherwise upon Program Owner's request.
- C. Program Owner agrees to not use the name or logo of Partner Organization or individual Partner Organization schools in printed materials, websites, videos or social media without prior approval from Partner Organization.

V. Limitations on Liability.

- A. No Agency. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the Parties, and Partner Organization shall make no such representation to anyone. Neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever.
- B. Indemnification. Partner Organization irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Program Owner, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Partner Organization or Mentor, the students it mentors, its officers, directors, trustees, employees or agents, in applying for or accepting the Program Funds, in expending or applying the Program Funds or in carrying out any program or project funded or financed by the Program Funds (including the carrying out of the Charitable Activities), except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any gross negligence or willful misconduct of Program Owner, its officers, directors, trustees, employees or agents. The rights and obligations of the Parties pursuant to this paragraph shall survive the termination, rescission or

expiration of this Agreement.

VI. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky, without reference to its choice-of-law rules.

VII. Term and Termination.

A. Term. Unless otherwise terminated as set forth herein, this Agreement shall commence on the Effective Date and continue until June 30, 2027.

B. Termination. If Program Owner determines, in its sole discretion, that Partner Organization has failed to comply with or otherwise breached any term or condition of this Agreement (including without limitation any reporting requirements), Program Owner may, upon written notice to Partner Organization, terminate this Agreement and demand the return of all or part of the Program Funds remaining in Partner Organization's possession or control and/or the Program Funds spent in violation of this Agreement. In the event of such demand, Partner Organization will immediately repay the requested funds to Program Owner. Program Owner will have no liability to Partner Organization as a result of termination of this Agreement in accordance with this Section VII. All amounts provided to Partner Organization are subject to Program Owner's availability of funding. Program Owner may also terminate this Agreement at any time for lack of funding.

VIII. Amendments.

A. This Agreement may not be amended or modified, except in writing signed by duly authorized representatives of both Parties.

B. This Agreement may be executed (including, without limitation, by facsimile signature) in one or more counterparts, with the same effect as if the Parties had signed the same document. Each counterpart so executed shall be deemed an original, and all such counterparts shall be construed together and constitute one Agreement.

IX. Notice.

A. Timing. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (1) when delivered personally; (2) when sent by email to the receiving Party's email address on record; (3) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (4) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (5) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt

B. Delivery. All notices shall be sent to the address as may be designated by a Party by giving written notice to the other Party pursuant to this Section.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first written above, and each signatory below represents that he or she has the requisite authority to bind the respective Party to this Agreement.

By JEFFERSON COUNTY PUBLIC
SCHOOLS:

By CONNECTED NATION, INC.:

Name: Brian Yearwood, Ed.D.

Name: Thomas W. Ferree

Title: Superintendent

Title: Chairman & CEO

Address: 3332 Newburg Road

Address: 191 W Professional Park Ct. Ste B

Louisville, Kentucky 40218

Bowling Green, KY 42104