



JESSE BACON, SUPERINTENDENT

ADRIENNE USHER, DEPUTY SUPERINTENDENT

BRANDY HOWARD, CHIEF ACADEMIC OFFICER

TROY WOOD, CHIEF OPERATIONS OFFICER

To: Dr. Jesse Bacon, Superintendent

From: Dr. Adrienne Usher, Deputy Superintendent

Date: July 15, 2026

Re: LEAP Innovations Agreement

This is a request to approve the agreement between Bullitt County Public Schools (BCPS) and LEAP Innovations to support implementation of the BCPS Community-Based Accountability System. BCPS has worked with community groups and various stakeholders to identify expectations that our community will hold us accountable based on the following pillars: Student Learning, Fiscal and Operational Care, Safety and Well-Being, Life Readiness, Engaged and Well-Rounded Students, and Community Collaboration and Engagement. LEAP provides student and staff engagement survey questions that will allow us to measure and report out on specific metrics aligned to our Community-Based Accountability System. In addition, LEAP will map survey questions to specific metrics that are valid connected to research standards. The cost is \$28,600 to be funded through remaining funds from the CRPE grant and/or BEAM. This contract has been reviewed by Dinsmore & Shohl, LLP.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



PROFESSIONAL SERVICES AGREEMENT
Bullitt County Public Schools - LEAP Innovations

This PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is entered into as of July 1, 2026 by and between Bullitt County Public Schools and LEAP Innovations, an Illinois not-for-profit corporation ("**LEAP**").

WHEREAS, LEAP desires to provide professional services (which include the LEAP Learner Engagement Survey and associated reporting) to the School/District, and the School/District desires to receive such services.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term of Agreement:** This Agreement is for a term commencing on **August 1, 2026** and terminating on **June 30, 2027** ("**Term**"), unless terminated sooner as provided in **Section 10**.
2. **Scope of Services:** LEAP agrees to use commercially reasonable efforts to provide the services set forth and outlined in **SCOPE OF SERVICE Exhibit A** attached hereto ("**Services**"), in accordance with the terms and conditions of this Agreement.
3. **Personnel:** LEAP agrees to use commercially reasonable efforts to assign and maintain during the term of this Agreement and any renewal of it, a staff of qualified and competent personnel that is licensed as appropriate, to perform the Services.
4. **Payment:** As full compensation for the Services provided by LEAP pursuant to this Agreement, the School/District shall pay LEAP the amounts specified in the **INVESTMENT SUMMARY Exhibit B** attached hereto.
5. **Use of PD Materials:** LEAP grants School/District a limited, personal, non-transferable, non-sublicensable, non-exclusive license to copy, modify and distribute internally the professional development materials provided by LEAP in connection with the Services, for use of such professional development materials only for professional development of the School/District's faculty and not for any commercial or other purposes.
6. **Student Information:** LEAP shall be considered a "school official" with a legitimate educational interest, as those terms are used under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations. Provided that School/District has notified LEAP that School/District is subject to additional laws, LEAP will comply in all material respects with all Laws applicable to School/District in the handling of student records including, FERPA, the Illinois School/District Student Record Act (ISSRA). Unless required by Law or judicial or regulatory authority, LEAP shall not disclose any information that identifies, or permits the identification of, any student to persons or entities not a party to this Agreement without first having received permission of the School/District.
7. **Right of Entry:** LEAP, and any of its personnel supplying Services, shall be permitted to enter upon a School/District site in connection with the provision of the Services hereunder, subject to those rules established by the School/District and provided to LEAP in advance.
8. **Disclaimer:** Services and deliverables are provided "AS IS" by LEAP and without any warranties, express or implied, and LEAP expressly disclaims any and all warranties, express or implied, including without limitation any implied warranties of fitness for a particular purpose, merchantability, title, and non-infringement and any warranties arising from a course of dealing or usage in trade.
9. **Termination:** Either party may terminate this Agreement in whole or in part, with or without cause, upon thirty (30) days written notice to the other party. Upon the expiration or termination of this Agreement for any reason, except as set forth below in this **Section 10**, each party will be released from all obligations to the other arising after the date of expiration or termination. For the avoidance of doubt, LEAP shall have no obligation to perform Services under this Agreement from and after the date of expiration or termination. The provisions of Sections 5, 6, 7, 9, 10, 13 (solely for acts that occurred during the Term), and 14 through 22 (inclusive) shall survive expiration or termination of this Agreement for any reason.



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- 10. Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party. A change in governance structure of either party does not constitute an assignment.
- 11. Independent Contractor:** It is understood and agreed that the relationship of LEAP to the School/District is and shall continue to be that of an independent contractor.
- 12. Indemnification:** To the fullest extent allowed by law, LEAP shall, during the Term and any renewal, indemnify, defend, release and hold harmless the School/District and its board, board members, grantors, employees, contractor, agents, directors, and officers from all legal liability, injury or damage, including reasonable attorney's fees, costs and expenses for injuries, public liabilities, and property damage arising out of the negligent acts or omissions of LEAP.
- 13. Limitation of Liability:** LEAP's aggregate liability under this Agreement or related to the Services, whether under negligence, tort, contract or any other theory, will be limited to the lesser of (i) the amount of actual damages incurred by the School/District or (ii) the fees the School/District has paid to LEAP under this Agreement. In no event will LEAP (or its board, board members, grantors, employees, contractor, agents, directors, or officers) be liable for any indirect, consequential, punitive, exemplary, or incidental damages, or loss of profits or loss of revenues, even if the same are foreseeable or LEAP is otherwise made aware of the possibility of such damages.
- 14. Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) sent by confirmed facsimile (followed by the actual document), or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

IF TO THE SCHOOL/DISTRICT:

Bullitt County Public Schools
Attn: Adrienne Usher
1040 Highway 44 East
Shepherdsville, KY 40165
Email: adrienne.usher@bullitt.kyschools.us

IF TO LEAP:

LEAP Innovations
Attn: Jessica Paulsen
910 W Van Buren
Suite 100, Box #401,
Chicago, IL 60607
Email: jessica.paulsen@leapinnovations.org

- 15. Entire Agreement and Amendment:** This Agreement, including SCOPE OF SERVICE Exhibit A and INVESTMENT SUMMARY Exhibit B attached hereto (and which are hereby incorporated into it), constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of



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this Agreement are of no force or effect. In the event of a conflict between the provisions of any exhibit and the provisions of this Agreement, the provisions of the exhibit shall prevail.

- 16. Dispute Resolution:** In the event of a dispute of any nature between the Parties that cannot be mutually resolved, the Parties shall enter into binding arbitration upon either Party's request. The laws of the State of Illinois shall govern. Arbitration shall be conducted in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in the State of Illinois, but—at the request of either Party—arbitration shall occur through telephonic or video conferencing in lieu of physical appearance (e.g., Skype) to expedite resolution and minimize costs. Any dispute as to whether an issue is arbitrable shall be determined by the arbitrator. Any arbitration determination shall be final.
- 17. Waiver:** No delay or omission by LEAP to exercise any right hereunder shall be construed as a waiver of any such right and LEAP reserves the right to exercise any such right at any time.
- 18. Severability:** In the event that any one or more of the provisions contained herein is for any reason held to be unenforceable or illegal, such provision will be severed; and the entire Agreement will not fail, but the balance of this Agreement will continue in full force and effect. In such event, the parties agree to negotiate in good faith a substitute enforceable and legal provision that most nearly effects the intent of the parties in entering into this Agreement.
- 19. Force Majeure.** Neither party shall incur any liability for any failure to perform or delay in performing, any of its obligations contained in this Agreement, where such failure or delay is caused by fire, flood, natural disaster, act of God or the public enemy, riots, wars, act of government, strikes or labor disputes, or any other act or condition beyond the reasonable control of the party in question.
- 20. Counterparts and Facsimiles.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.
- 21. Authorization:** Each party represents that it has taken all actions necessary for the approval and execution of this Agreement, and execution by the person signing is made with complete and full authority to commit to all terms and conditions of this Agreement.

[Signature page follows]



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date indicated below.

Bullitt County Public Schools

By: _____

Signature: _____

Title: _____

Date: _____

LEAP Innovations

By: _____

Signature: _____

Title: _____

Date: _____

Attachments:

SCOPE OF SERVICE EXHIBIT A

INVESTMENT SUMMARY EXHIBIT B



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EXHIBIT A

SCOPE OF SERVICES

LEAP will partner with Bullitt County Public Schools to administer the LEAP Learner Engagement Survey across 22 school sites, reaching students and teachers in grades 4–12. The survey provides validated, real-time data on how students experience learning — measuring engagement, agency, and ownership in ways that move beyond implementation metrics to capture actual shifts in student experience.

Survey results will be mapped directly to Bullitt County's Community Based Accountability Plan, giving district and school leaders a consistent evidence tool to monitor progress, inform continuous improvement cycles, and guide professional learning decisions across the network.

Description and Key Deliverables

The LEAP Learner Engagement Survey provides real-time data about the student experience:

Deliverables

- ★ Mapping survey items to Bullitt County Public Schools Community Based Accountability plan
- ★ Rostering for all users
- ★ Access to research validated survey instrument and administration links for students and teachers in grades 4-12*
- ★ Access to dynamic web-based reporting portal within two weeks of the close of the administration window to identified educators, school administrators and district leaders with data available at the classroom, school and district level
- ★ Comparison data to similar schools and sample across LEAP's network and customizable reporting by subgroup

This tool ensures Bullitt County Public Schools can:

- ★ Provide data for aligned measures in the Bullitt County Public Schools Community Based Accountability plan
- ★ Measure how students experience learning and how teachers provide experiences that foster engagement, agency and ownership
- ★ Monitor student-centered learning and changes in the student experience
- ★ Track impact of innovation and improvement efforts across schools
- ★ Inform continuous improvement cycles and professional learning design

** Bullitt County Public Schools is responsible for administration of the survey to all identified participation. Bullitt County Public Schools is also responsible for obtaining all consent requirements by the District under applicable Policy or Laws for each Participant taking a LEAP survey.*



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EXHIBIT B

INVESTMENT SUMMARY

LEAP's pricing reflects our commitment to sustainable, district-wide impact. Enterprise pricing applies to contracts covering 10 or more school sites.

	<u>Per Site</u>	<u>Total (22 Sites)</u>
Standard Survey Administration.....	\$1,500	\$33,000
Enterprise Administration Discount.....	(\$250)	(\$5,500)
Participant Rostering.....	\$250	\$5,500
Innovation Partner Scholarship.....	(\$200)	(\$4,400)
Total Investment		\$28,600

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