

**MEMORANDUM OF UNDERSTANDING
FOR
PARTICIPATION IN EVERYBODY COUNTS**

BETWEEN

**EDUCATION AND LABOR CABINET,
OFFICE OF EDUCATIONAL PROGRAMS**

AND

Jefferson County Public Schools

This Memorandum of Understanding (MOU) is entered into by and between the Commonwealth of Kentucky, Education and Labor Cabinet, Office of Educational Programs, Everybody Counts program and the Jefferson County Public Schools (District), collectively "the Parties," to establish an agreement for participation in the Everybody Counts program.

Governor Andy Beshear recognizes the importance of an educated and skilled workforce and seeks to ensure every graduating senior in Kentucky is on a path for success through post-secondary enrollment, job placement, or both;

Everybody Counts provides assistance to high school seniors graduating from participating school districts;

Everybody Counts has partnered with other state agencies, nonprofit groups, unions and local employers to provide employment opportunities and tuition assistance programs to eligible District students;

The District recognizes that Everybody Counts provides unique services that ensure its students have a path to career success after graduation;

NOW THEREFORE, in consideration of the foregoing recitals which are contractual in nature, and in exchange for the mutual covenants herein contained, and for other good and valuable consideration, the Parties hereto further agree as follows:

I. Scope of Services

A. Everybody Counts Program shall provide the following to eligible District students:

1. The opportunity to connect with program partners by choosing one of three pathways: job placement, post-secondary enrollment, or both;
2. Access to information about career and educational opportunities during regular school hours and through Everybody Counts events and;
3. Access to a College and Career Coach to assist with transition to employment, post-secondary enrollment, or both.

4. Require the following, pursuant to KRS 160.380, for all contractors, employees, interns and volunteers under this agreement:
 1. A state criminal records check;
 2. A state and national criminal (fingerprint) history background check;
AND
 3. A letter, provided by the individual, from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record.

No contractor, employee, intern or volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, unless the volunteer has been designated to supervise students by the Principal and approved by the Superintendent/designee, and the volunteer has undergone the required records check.

b) Prohibit contractors, employees, interns and volunteers under this agreement from performing services under this agreement and from remaining upon the premises of a JCPS facility for any purpose under this Agreement if the contractor, employee, intern or volunteer has been convicted of the following:

1. Any conviction for sex-related offenses;
2. Any conviction for offenses against minors;
3. Any conviction for felony offenses except as provided in number 5 below;
4. Any conviction for deadly weapon-related offenses;
5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
6. Any conviction for violent, abusive, threatening or harassment related offenses; OR
7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.

Contractors, employees, interns and volunteers under this Agreement shall immediately notify the school Principal or the Volunteer Talent Center if they are convicted of or plead guilty to one of the criminal offenses listed above, and shall immediately cease providing services under this Agreement and shall not remain upon premises of a JCPS facility for any purpose under this Agreement.

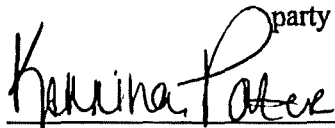
B. District shall:

1. Allow College and Career Coaches to provide support with job and education placement activities to Everybody Counts participants during regular school hours;
2. Coordinate with Everybody Counts to promote Everybody Counts through parent and student outreach;
3. Facilitate contact with parents of student participants as needed to gain permissions necessary to assist students with job placement and post-secondary applications; and
4. Designate a point of contact who shall be responsible for coordinating with Everybody Counts to accomplish the terms set forth in this agreement.

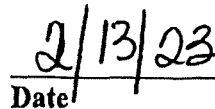
II. Additional Terms and Conditions

- a. **Effective Date:** This MOU is effective upon the signature of the last party.
- b. **Entire Agreement:** this MOU constitutes the entire agreement of the parties. No modification of this MOU shall be binding unless reduced to writing and signed by the Parties.
- c. **Amendment:** The terms of this MOU may be amended only in writing and shall be signed by both parties.
- d. **Cancellation Clause:** Both parties shall have the right to terminate and cancel this agreement at any time with at least thirty (30) days' written notice.
- e. **Assignment:** Neither party shall assign his or her interest in this MOU, nor transfer his or her interest in the property covered by this MOU without first having received the written consent of the other party. Any assignment or attempted assignment without such written consent shall be inoperative and void, except as otherwise provided by law.
- f. **Limitation of Power:** The Parties shall not have any right or power to and shall not bind or obligate the other Party in any way or manner whatsoever, nor represent that the Party has the right to do so.
- g. **Legal Compliance:** The Parties agree to comply with all applicable laws, including but not limited to, federal and state privacy laws.

- h. **Choice of Law:** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Education and Labor Cabinet on this agreement shall be brought in Franklin Circuit Court, Franklin County, Kentucky.
- i. **Attorney's Fees:** In any litigation between the parties arising from or in any way pertaining to the interpretation or enforcement of this MOU, including any action for rescission of this MOU, each party shall be responsible for its own attorneys' fees and court costs.
- j. **Severability:** If any part, term, or provision of this MOU is held illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the MOU did not contain such part, term, or provision held to be invalid, if the remainder of the MOU is capable of performance.
- k. **Sovereign Immunity:** The parties agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities from suit or liability that the parties may have.
- l. **Counterparts:** This MOU may be executed in counterparts, which shall collectively constitute the entire MOU.
- m. **Waiver:** The failure of any party to exercise or enforce in any respect any right or provision provided for in this MOU shall not be deemed a waiver of any such right or provision.
- n. **Signatures:** The agents signing this MOU acknowledge with their signature that they are authorized to enter the MOU on behalf of the party for which they sign.



Kennina Porter
Executive Director
Office of Educational Programs


Date

Dr. Marty Polio
Superintendent
Jefferson County Public Schools

Date