

## MEMORANDUM OF UNDERSTANDING

Between the

Board of Education of Jefferson County, Kentucky

And

KCC Companies

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered by and between the Board of Education of Jefferson County, Kentucky (dba Jefferson County Public Schools) by and through its Adult Education Department (hereinafter "AE") with its principal place of business located at 546 S. 1st Street, Suite 105, Louisville, KY 40202 and KCC Companies (hereinafter "KCC"), with its principal place of business located at 2716 Grassland Drive, Louisville, KY 40299 (AE and KCC are hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS AE provides adult education services in Jefferson County pursuant to an agreement with the Kentucky Education and Labor Cabinet and employment services for Office of Refugee (ORR) eligible clients. AE also plans to apply for grant funding from the Kentucky Office for Refugees;

WHEREAS AE wishes to administer a Workplace Literacy program (WPL) to help eligible participants improve their English Language Skills with a special focus on KCC safety, production/operations, occupational health, and human resources vocabulary;

WHEREAS AE and the KCC agree to design and implement a Workplace Literacy program to provide individuals with the training needed to:

- a) Understand, explain, and discuss various aspects of health, safety, treatment, and care.
- b) Understand and communicate vocabulary about human resources.

WHEREAS AE wishes to support ORR eligible clients in securing employment with KCC by providing individual client support in applying, interviewing and obtaining employment with KCC;

NOW, THEREFORE, in consideration of the premises and mutual promises set forth in this MOU AE and the KCC understand this is not a legally binding agreement, but a mutually beneficial agreement of our agreed upon goals to meet the training, education, and employment needs of the WPL and ORR eligible participants.

AE and KCC agree as follows:

1. AE shall provide instruction focused on the Single Set of Learning Objectives discussed below:

- a. Students can communicate essential information for health and safety and manufacturing safety to their colleagues and supervisors.
  - b. Students can understand and respond to essential information for health safety and manufacturing safety.
  - c. Students can identify, locate, and understand the use of essential health safety and manufacturing safety.
2. AE shall recruit ORR eligible clients for potential KCC jobs as well as support clients in obtaining, retaining, and advancing their employment.
3. KCC shall:
  - a. Recruit employees to participate in instructional offerings.
  - b. Provide an appropriate classroom that's conducive to learning
  - c. Assist with hiring events.
  - d. Provide information on job openings and requirements for employment.
  - e. Support AE in recruiting ORR eligible clients for KCC job openings.
  - f. Provide updates at mutually agreed-upon intervals on the status of each referred individual in the hiring and onboarding processes.
  - g. Allow AE staff members to assist and support referred individuals with each step of the hiring and onboarding processes.
  - h. Provide updates at mutually agreed-upon intervals of the status of each referred and hired individual through their initial 180 days of employment.
  - i. Allow AE staff members to support referred and hired individuals through their initial 180 days of employment.

#### 4. Period of Performance

This MOU shall be in effect for the period beginning April 1, 2025 and ending September 30, 2026.

#### 5. Termination

This MOU may be terminated immediately by the AE or KCC upon thirty (30) business days' written notice to the other for its failure to cure a material breach of this MOU, prior written notice and opportunity to cure of at least thirty (30) business days having been afforded.

#### 6. Modification

No waiver, alteration or modification of the provisions of this MOU shall be binding unless in writing and mutually agreed upon in writing by both the AE and the KCC.

#### 7. Equal Opportunity

During the performance of this MOU, the AE and the KCC shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the American Disabilities Act, and shall not discriminate against any AE or GEA employee or student on the basis of 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.

#### 8. Captions

Section titles or captions contained in the MOU are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this MOU or the intent of any provisions hereof.

#### 9. Entire MOU

This MOU contains the entire agreement between the AE and the KCC related to the ESL in Manufacturing WPL and ORR employment support and supersedes any and all prior agreements.

IN TESTIMONY, THEREFORE, the parties have caused this MOU to be executed in their respective names, on the day and year signed below, with the effective date as shown in Paragraph Three of this MOU.

Jefferson County Public Schools, Adult Education:



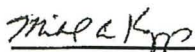
Marty Pollio, Ed.D., Superintendent



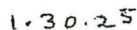
Date

Pending Board Approval

KCC Companies:

 Michelle Kipp, In-House Counsel

Name and Title



Date