

MEMORANDUM OF UNDERSTANDING
Jefferson County Board of Education
And
Louisville/Jefferson County Metropolitan Sewer District

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered by and between Jefferson County Board of Education, (hereinafter "JCPS") with its principal place of business located at 3332 Newburg Road, Louisville, Ky 40218 and the Louisville/Jefferson County Metropolitan Sewer District (hereinafter "MSD"), with its principal place of business located at 700 W Liberty St Louisville, KY 40203 (JCPS and MSD are hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS JCPS provides adult education services in Jefferson County and therefore has the resources deemed necessary to coordinate and maintain a certification program required by Chapter 159 of the Louisville/Jefferson County Metro Government Code of Ordinances. Ordinance #186.

WHEREAS JCPS, due to the adoption of the Louisville and Jefferson County EPSC Ordinance, has agreed to provide training for area Home Builders (Single-Lot Residential Construction or Demolition), Contractors, Inspectors, and Certified Plan Reviewers. As a result, students earn and receive certification in compliance with the above mentioned ordinance.

WHEREAS JCPS and the MSD agree to design and implement a certification training program to provide individuals with the training needed to:

1. Be informed of the regulations required to comply with the EPSC Ordinance that are associated with the construction or demolition of residential properties and accessory structures on individual lots.
2. Inform the Contractor and the on-site responsible personnel tasked with the installation, maintenance and inspection of best management practices required to comply with the EPSC Ordinance related to all other types of land disturbance not associated with residential construction or demolition activities.
3. Also to become familiar with and know the requirements of the ordinance and how to use the design aids prepared by MSD. The design aids allow the designer to accurately design EPSC measures that meet the 80% removal required by the ordinance.

NOW, THEREFORE, in consideration of the premises and mutual promises set forth in this MOU, JCPS and the MSD enter into this mutually beneficial agreement of our agreed upon goals to mutually meet the training, education, and employment needs of the eligible participants.

JCPS and MSD agree as follows:

1. JCPS shall provide courses focused on the requirements of the Ordinance.
 - a. MSD sponsored classes are currently available via the JCPS website and with transition to additional websites when necessary.
 - b. Manage registration and certification data for any onsite, offsite (classes scheduled with local business), or online classes. The minimum size for all onsite or offsite EPSC Contractor and Home Builder courses will be 6 participants unless otherwise agreed upon by MSD/JAE contact persons. The classroom schedule will also be determined by MSD/JAE contact persons.
 - c. Register participants. Payment methods: VISA, MasterCard, Discover, or American Express.
 - d. When an instructor is required, provide the instructor with class rosters and attendance sheets for registered participants.
 - e. Score assessments when necessary. Monitor basic online course information, assist participants with any online course issues and assign/maintain individualized EPSC certification numbers for all program participants.
 - f. Provide a certification document to the participants. This information should include Individual's name, certification number, address and certification date. Will include information to assist participants in notifying JCPS of any change of their contact information.
 - g. Notify by email participant renewal information.
 - h. Provide MSD with access to all certified participant data via website/electronically.
 - i. The certification rate for all classes will be:
EPSC Contractor \$95
EPSC Home Builder \$95
EPSC Certified Plan Reviewer \$95
 - k. MSD employees taking the EPSC courses will attend at a discounted rate:
EPSC Contractors - \$89.
EPSC Certified Plan Reviewer - \$89.

2. JCPS shall issue successfully obtained certifications to individuals and in some cases employers of those individuals. This enables the student to be in compliance with the ordinance and as a result, successfully obtain required permits.
3. MSD shall:
 - a. Provide course content and any required assessments.
 - b. Identify, schedule, and pay any necessary instructors.
 - c. Basic support for questions proposed by participants that relate to the Ordinance.
 - d. Provide information regarding the classes on the MSD website.

4. Period of Performance

This MOU shall be in effect for the period July 1, 2025, ending June 30, 2026.

5. Termination

This MOU may be terminated immediately by the JCPS or MSD 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 at least thirty (30) business days having been afforded.

The JCPS contact person will be Terri Lindsey; Phone: (502) 485-7026 or

Terri.Lindsey@jefferson.kyschools.us

All classes are ongoing. This MOU may automatically be renewed by mutual agreement of both parties. The terms once agreed upon will be in effect with required signatures.

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 JAE and the MSD.

7. Equal Opportunity

During the performance of this MOU, the JCPS and the MSD 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 JCPS or EPSC course 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 JCPS, and the MSD related to the requirements of the Louisville Jefferson County Metro Government Ordinance #186 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 on page 3 Section #4 of this MOU.

JCPS:

Signature

Date

MSD:

Robert Stauble

Signature

4/22/2025

Date