

**MEMORANDUM OF UNDERSTANDING
FOR
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 initiative and the Jefferson County Public Schools ("District"), collectively "the Parties," to establish an agreement for participation in the Everybody Counts initiative.

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;

WHEREAS, Office of Educational Programs, Everybody Counts, as part of the Kentucky Education & Labor Cabinet, offers assistance to high school seniors graduating from participating school districts. Everybody Counts partners with other state agencies, nonprofit groups, unions, and local employers to provide access to employment opportunities and tuition assistance programs to eligible District students.

WHEREAS the District recognizes that Everybody Counts provides unique services that ensure its high school seniors and graduates have a path to career success after graduation.

WHEREAS this Agreement establishes the terms and conditions under which Everybody Counts and the District can support high school seniors with post-secondary and/or career employment opportunities.

WHEREAS the District agrees to provide Everybody Counts with the necessary data generated from the District's Individual Learning Plan (ILP) system and Student Information Systems (SIS). Everybody Counts agrees to provide the District with the necessary data generated from post-secondary enrollment and/or job placement. Either party may be a provider of data to the other or a recipient of data from the other. The Data Privacy and Security conditions outlined herein allow both agencies to mutually meet the training, education, and employment needs of the Everybody Counts participants.

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 shall provide the following to eligible District students:
 - 1. Opportunities to connect with initiative 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 an Everybody Counts Career Coach to assist with the transition to employment, post-secondary enrollment, or both.
4. Everybody Counts will not provide Pre-Employment Transition Services (Pre-ETS) to JCPS students under this agreement as those services are specific to Exceptional Childhood Education (ECE) students and such services are addressed in a separate agreement.
5. Coordinate communication of the assignment of Everybody Counts Career Coaches to high school Principals within the district to support confirmation of the designated point of contact for the high school.
6. Provide Career Coaches with basic school safety and security training, compliant with the Kentucky Center for School Safety.
7. 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

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 Everybody Counts Career Coaches to provide support with job and education placement activities to Everybody Counts participants during regular school hours;
2. Collaborate with Everybody Counts to promote Everybody Counts Career Coach Services through parent and student outreach;
3. Provide adequate space accommodations for the assigned Career Coach to perform the agreed upon Services.
4. Cooperate with Everybody Counts to support communication, coordinate attendance with school planning meetings, and activities throughout the school year related to college and career readiness events and activities.
5. Provide Career Coaches with school safety and security training for their assigned high school compliant with the District's substitute teacher training.
6. 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 and terminate June 30, 2026.
- 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, including, but not limited to the Family Education Rights Privacy Act (FERP A) 20 U.S.C. Section 1232(g) and the Kentucky Family Education Rights and Privacy Act, KRS 160.700 et. seq.
- 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. Data Privacy and Security: The Terms indicated will ensure the safety and confidentiality of the users (Students, Teachers, and Administrators). Both parties shall comply with all Federal and State laws and regulations governing the confidentiality of the information that is collected. The data recipient will not release data to a third party without prior written approval from the data provider. The data recipient will not share, publish, or otherwise release any findings or conclusions derived from analysis of data obtained from the data provider without prior written approval from the

data provider. Data transferred pursuant to the terms of this agreement shall be utilized solely for the purposes set forth. The data to be shared is defined as personally identifiable demographic, academic and administrative data relative to Everybody Counts participants.

- O. Everybody Counts shall not disclose any data provided by JCPS, regardless of whether such data is considered directory information.

The Career Coaches shall review a copy of this Memorandum of Understanding and execute a "Confidentiality Acknowledgement" included as "Attachment A" to this Agreement. A copy of all executed "Confidentiality Acknowledgements" shall be retained by Everybody Counts for a period of three years following the termination of this Agreement and shall be provided to JCPS upon their written request.

Should Everybody Counts use or collect data for the purpose of conducting a research study, Everybody Counts will separately submit an external research request through the District's online system: <https://assessment.jefferson.kyschools.us/DRMS/>

For any project, involving data collection or research (e.g., program evaluation or monitoring activities), JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all data collection and research activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB. Said data will be provided in the manner and form specified by both Parties and shall be used only to assist with post-secondary enrollment and/or career employment.

- P. Notice to Parties: Whenever any notice or communication is required under this agreement, it will be sent by email or first-class U.S. mail to the following addresses unless otherwise specifically advised.

Notice to Office of Educational Programs:

Name: Christopher Sanders

Title: Deputy Executive Director

Address: 500 Mero Street, 4th floor

Phone: 502-564-5510

Email: everybodycounts@ky.gov

Notice to Jefferson County Public Schools:

Name: Dr. H. Brian Yearwood
Title: Superintendent
Address: 3332 Newburg Road, Louisville, Ky. 40218
Phone: (502) 485-3011
Email: _____

- Q. 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.

Christopher M. Sanders
Christopher M. Sanders
Deputy Executive Director
Office of Educational Programs

07.27.2025
Date

Dr. H. Brian Yearwood
Superintendent
Jefferson County Public Schools

Date

ATTACHMENT A

CONFIDENTIALITY ACKNOWLEDGEMENT

The undersigned individual, who has been given access to data as defined by the Memorandum of Understanding ("MOU") among the Jefferson County Public Schools (JCPS) and the Commonwealth of Kentucky, Education & Labor Cabinet, Office of Educational Programs (OEP), understands and agrees with each of the following statements:

- (1) I understand that some of the data and information may be "personally identifiable information, demographic, academic and administrative data relative to Everybody Counts participants" and that the disclosure of such information may constitute an invasion of privacy. I agree to ensure the confidentiality of such data and not impermissibly disclose such data to a third party.
- (2) I agree that the information and data obtained from the school district will only be used pursuant to the terms of the MOU among JCPS and OEP. I will only use the data and information for legitimate purposes as set forth in the MOU.
- (3) I agree not to disclose any data provided by JCPS regardless of whether such data is considered directory information.
- (4) I agree to use care to protect information and data obtained from the school district from unauthorized access, misuse, theft, damage, destruction, modification, and disclosure.
- (5) I agree to immediately report any instance of unauthorized access, misuse, theft, damage, destruction, modification, and disclosure with respect to information and data obtained from the school district within my knowledge to my direct supervisor.
- (6) I agree that the use and collection of the school district's data or research, as defined by the MOU, to be conducted with such data, is subject to separate approval via the JCPS's Institutional Review Board process as set forth in the MOU.
- (7) I have received a copy of the MOU between JCPS and OEP.

Signature

Date

Name (printed)

Employer