

JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, DEPUTY SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, BCPS Superintendent

FROM: Troy Kolb, BCPS Director of Special Education

DATE: March 4, 2026

RE: Pre-Employment Transition Services (Pre-ETS) Partnerships

The Bullitt County Public Schools Department of Special Education requests approval of the attached Memorandums of Agreement to partner with the following agencies in providing **Pre-ETS** to students with disabilities: Zoom Group, Inc., Mattingly Edge, Windrose Employment Services, and Options Unlimited, Inc. These MOAs have been reviewed and approved by school board counsel. There is no cost to the school district as funding for services from these agencies is provided from the Department of Vocational Rehabilitation.

The implementation of **Pre-Employment Transition Services (Pre-ETS)** serves as a critical bridge between secondary education and post-secondary success. Pre-ETS is a strategic pedagogical approach designed to fulfill the mandates of IDEA. Under IDEA, the primary purpose of special education is to ensure that students with disabilities are prepared for further education, employment, and independent living. IDEA requires that the IEP include a "coordinated set of activities" designed within a results-oriented process. Partnering with vendors to provide the Five Core Services directly addresses these legal requirements by providing the instruction, community experiences, and employment objectives necessary to satisfy the district's obligation to provide a Free Appropriate Public Education (FAPE). Within Pre-ETS, there are five core services: Job Exploration Counseling, Work-Based Learning Experiences, Counseling on Post-Secondary Opportunities, Workplace Readiness Training, and Instruction in Self-Advocacy.

The implementation of Pre-ETS creates a vital bridge between IDEA and the Workforce Innovation and Opportunity Act (WIOA). While IDEA mandates that schools lead the transition planning process, WIOA requires vocational rehabilitation agencies to collaborate with schools to provide these five specific categories of service. We are leveraging federal interagency requirements to provide high-quality Work-Based Learning and Self-Advocacy training. This collaboration minimizes the risk of service gaps, ensuring our district meets the IDEA standard of preparing students for "competitive integrated employment" and successful post-secondary transitions. By partnering with specialized vendors, the district gains access to expert resources and community networks that extend beyond the traditional classroom. This collaboration ensures that every student receives high-quality, specialized instruction that fulfills the district's obligation to provide a comprehensive and effective education. Our goal in these partnerships is to move beyond compliance and toward empowerment, ensuring every student graduates with a clear path toward a self-determined and successful future.

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

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



MEMORANDUM OF AGREEMENT

BETWEEN

Zoom Group, Inc. (Provider)

AND

Bullitt County Public Schools System (Consumer)

PREAMBLE

This MEMORANDUM OF AGREEMENT ("MOA") is entered into as of 3/23/2026, by and between:

PROVIDER:

Zoom Group, Inc. (hereinafter "ZG"), a Kentucky Office of Vocational Rehabilitation (OVR)-authorized vocational rehabilitation provider authorized to deliver Pre-Vocational Services and Supported Employment Services

CONSUMER:

Bullitt County Public Schools (BCPS) system, Commonwealth of Kentucky

SCHOOL REPRESENTATIVE:

[Name and Title to be Designated] (hereinafter "BCPS Representative")

RECITALS

WHEREAS, ZG is qualified to deliver Pre-Vocational Services and Supported Employment Services under the guidance and oversight of the Kentucky Office of Vocational Rehabilitation (OVR), as authorized in the Workforce Innovation and Opportunity Act (WIOA) Section 113 and consistent with the Community Work Transition Program (CWTP);

WHEREAS, BCPS desires to receive Pre-Vocational and Supported Employment services for students with disabilities who are eligible or potentially eligible for vocational

rehabilitation services, pursuant to applicable local, state, and federal law, including compliance with Bullitt County Public Schools system policies and procedures;

WHEREAS, the parties recognize that Pre-Vocational and Supported Employment services are essential components of comprehensive transition planning and vocational rehabilitation for students with disabilities;

WHEREAS, the parties mutually desire to establish the terms and conditions under which ZG will provide Pre-Vocational and Supported Employment services to BCHS students;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and intending to be legally bound, the parties agree as follows:

1. TERM AND TERMINATION

1.1 Commencement and Duration. This MOA shall commence on the Effective Date and shall continue for a period of one (1) academic year through June 30, 2027, unless otherwise terminated as provided herein.

1.2 Automatic Renewal. This MOA shall automatically renew on an annual basis on July 1 each year unless either party provides written notice of non-renewal at least thirty (30) calendar days prior to the expiration date.

1.3 Termination for Cause. Either party may terminate this MOA immediately upon written notice if the other party materially breaches any provision of this MOA and fails to cure such breach within ten (10) calendar days of receiving written notice of the breach.

1.4 Termination Without Cause. Either party may terminate this MOA without cause by providing written notice of thirty (30) calendar days to the other party.

1.5 Effect of Termination. Upon termination:

- ZG shall complete all services in progress and provide timely documentation to BCHS
- All records shall be retained for a minimum of three (3) years post-termination in accordance with federal and state requirements
- Final invoicing and payment shall be processed in accordance with Section 9 of this MOA

1.6 **Amendments.** This MOA may be amended, modified, or supplemented only by written instrument signed by authorized representatives of both parties.

2. SERVICES AND DELIVERY

2.1 **Service Description.** During the Term of this MOA, ZG shall deliver Pre-Vocational Services and Supported Employment Services (individually or in combination) to BCHS students in accordance with the following specifications:

2.2 **Pre-Vocational Services.** ZG shall provide structured work experiences, skills development, and vocational assessment services to eligible and potentially eligible students in accordance with Kentucky OVR standards and the Community Work Transition Program (CWTP) requirements[5]:

a) **Service Duration:** Services shall be provided as recommended by the OVR Counselor and documented in the student's Individualized Plan for Employment (IPE)

b) **Delivery Method:** In-person instruction and supervised work experiences at BCPS and approved community work sites

c) **Frequency:** Services determined by OVR authorization and IPE specifications

d) **Components:** Pre-Vocational services may include:

- Comprehensive vocational evaluation and functional capacity assessment
- Work-related skill development and job readiness training
- Structured community work experiences and job shadowing
- Job exploration and labor market information
- Pre-employment screening and preparation
- Soft skills training (communication, punctuality, safety, teamwork)

e) **Qualifying Students:** Eligible and potentially eligible students ages 14-24 with IEPs, 504 plans, or documented disabilities who meet OVR Order of Selection criteria (if in effect)

2.3 **Supported Employment Services.** ZG shall provide intensive, individualized employment support services for students with significant disabilities who are determined eligible by OVR and require ongoing, extended support to achieve and maintain competitive, integrated employment[5][6]:

a) **Job Development & Placement:** Employer identification, job development, job matching, and job acquisition services in competitive, integrated community employment settings

b) **Job Coaching & Training:** Intensive on-the-job training, skill instruction, and behavioral support to enable job task mastery and workplace integration (typically up to 90 days, not to exceed 30 hours of pre-authorization without additional OVR approval)

c) **Workplace Accommodations:** Identification and implementation of reasonable accommodations, assistive technology, and modifications to support job performance

d) **Follow-up Services:** Ongoing employment support, employer consultation, and student coaching following initial job placement, as authorized by OVR

e) **Customized Employment:** Development of job customization and ergonomic modifications for students with intensive support needs

f) **Sustainability Planning:** Long-term employment retention strategies, employer partnership development, and natural supports cultivation

2.4 Service Modifications. All modifications to service scope, frequency, duration, delivery method, or student group size shall be mutually agreed upon in writing and signed by authorized representatives of both parties. Such modifications shall be documented as addenda to this MOA or through OVR pre-authorization processes.

2.5 Student Eligibility and OVR Authorization. ZG acknowledges that:

- Services shall only be provided to students who are eligible for or potentially eligible for OVR services
- Students must meet Order of Selection criteria established by OVR (if in effect)
- Pre-Vocational services must be authorized through an approved Individualized Plan for Employment (IPE) or OVR authorization
- Supported Employment services must be specifically authorized by OVR with documented pre-authorization and spending authority
- Services cannot begin until written OVR authorization is obtained in the Pre-VR System
- All service expenditures must remain within OVR authorization limits

2.6 Documentation and Compliance. ZG shall prepare and maintain comprehensive documentation for OVR reporting and compliance, including:

- Student referral forms and OVR authorization documents
- IPE documentation and goals
- Detailed activity notes documenting services, outcomes, and progress toward employment goals

- Job development records (employer contacts, job orders, placement outcomes)
 - Job coaching and follow-up documentation
 - Monthly service hours, expenditures, and activity reports submitted to Pre-VR System by the 5th of the following month
 - Employment outcome data and sustained employment verification
-

3. ROLES AND RESPONSIBILITIES

3.1 Zoom Group, Inc. Responsibilities

ZG shall:

- a) Assign qualified Pre-Vocational and Supported Employment personnel with appropriate Kentucky credentials and vocational rehabilitation training to deliver services, identifying one (1) primary contact person responsible for all communications with BCHS;
- b) Provide services in accordance with all specifications outlined in Section 2 of this MOA and in compliance with OVR authorization and spending authority limits;
- c) Prepare and maintain comprehensive documentation for OVR reporting and compliance, including referral forms, IPE documents, activity notes, job development records, and outcome data;
- d) Submit monthly service hours, activity notes, expenditures, and student outcomes to the Pre-VR System by the 5th of each month following service delivery;
- e) Cooperate with BCPS personnel and OVR Counselors for written modifications or adaptations to service delivery in accordance with Section 2.4;
- f) Maintain compliance with the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and all applicable laws governing student confidentiality and data protection;
- g) Maintain professional liability insurance, general liability insurance, and other required coverage as specified in Section 8 of this MOA, with BCPS named as additional insured on all primary casualty policies;
- h) Provide annual proof of insurance (Certificate of Insurance) to BCHS prior to August 1 each academic year;

- i) Ensure all personnel assigned to services comply with Bullitt County Public Schools background check and fingerprinting requirements;
- j) Maintain compliance with all BCPS policies, procedures, and safety protocols during service delivery on school premises and community work sites;
- k) Coordinate with OVR Counselors regarding service planning, authorization, and payment;
- l) Develop and maintain employer partnerships for job development, placement, and customized employment opportunities;
- m) Ensure students' successful job placement and employment retention through quality job coaching and follow-up services;
- n) Document and report all employment outcomes and sustained employment (defined as retention at 90 days and beyond).

3.2 BCPS Responsibilities

BCPS shall:

- a) Refer eligible and potentially eligible students to ZG and ensure all required documentation (IEPs, 504 plans, disability documentation, OVR eligibility determination) is complete and current;
- b) Obtain parent/guardian consent forms for all students under age 18 prior to service commencement;
- c) Provide appropriate school space, technology access, and support needed for service delivery during school day instructional periods and community work experiences;
- d) Submit approved student referrals to OVR via Pre-VR System and ensure written OVR authorization is obtained prior to service commencement;
- e) Ensure OVR Counselor coordination and approval for all Pre-Vocational and Supported Employment services before services begin;
- f) Maintain regular communication with ZG and participate in periodic progress reviews and employment outcome verification (at minimum annually);
- g) Maintain records and coordinate scheduling in accordance with the agreed-upon service delivery specifications;

h) Facilitate student access to community work sites and employment opportunities where appropriate;

i) Comply with all Pre-Vocational and Supported Employment documentation standards and timelines for Pre-VR System reporting.

3.3 OVR Counselor Responsibilities (Coordination)

ZG acknowledges that OVR Counselors shall:

- a) Determine student eligibility for vocational rehabilitation services
- b) Develop and authorize Individualized Plans for Employment (IPE) that specify Pre-Vocational and/or Supported Employment services
- c) Pre-authorize services and establish spending authority limits for each student
- d) Monitor service delivery and ensure compliance with WIOA and KY OVR standards
- e) Approve employment outcomes and payment of services
- f) ZG shall cooperate fully with OVR Counselors regarding service coordination, documentation, and reporting

4. NOTICE AND CONTACT

4.1 **Notices.** All notices under this MOA must be provided in writing and are effective when:

- Hand-delivered, or
- Three (3) calendar days after mailing via U.S. mail

4.2 Provider Contact Information:

Zoom Group, Inc.
Attention: Melissa A. Marvel, President/CEO
P.O. Box 2028
Louisville, Kentucky 40250
Phone: 502-581-0658
Email: [contact email to be provided]

4.3 BCPS Contact Information:

Bullitt County Public Schools
Attention: Troy Kolb, Director of Special Education
1040 Highway 44E
Shepherdsville, Kentucky 40165
Phone: 502-869-8121
Email: troy.kolb@bullitt.kyschools.us

Note: School representative contact information shall be completed upon execution of this MOA by BCPS.

5. RECORDS AND CONFIDENTIALITY

5.1 Record Retention. Both parties shall retain records related to Pre-Vocational and Supported Employment services for a minimum of three (3) years following the expiration or termination of this MOA, or as otherwise required by federal and state law.

5.2 FERPA Compliance. ZG's access to student records shall be subject to the Family Educational Rights and Privacy Act (FERPA) and shall be strictly limited to personnel for whom access is essential to the provision of Pre-Vocational or Supported Employment services. ZG shall not disclose student information to any third party without prior written consent from the student (if age 18 or older) or parent/guardian (if under 18).

5.3 Confidentiality Standards. Both parties agree to:

- Maintain the confidentiality of all student records and employment information
- Comply with HIPAA requirements regarding protected health information
- Uphold all applicable state and federal privacy and confidentiality standards
- Implement and maintain confidentiality agreements with all personnel having access to student information

5.4 Data Security. ZG shall implement reasonable administrative, technical, and physical safeguards to protect student data and comply with Kentucky data protection requirements.

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance Requirements. ZG shall obtain and maintain, at its own expense, the following insurance coverage for the duration of this MOA:

- a) **General Liability Insurance:** Minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering bodily injury, property damage, and personal injury;
- b) **Professional Liability Insurance:** Minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with coverage for Pre-Vocational instruction, Supported Employment services, and student interactions;
- c) **Sexual Abuse/Molestation (SAM) Coverage:** Minimum limits of \$1,000,000 per occurrence, recognizing that ZG staff will have direct contact with students;
- d) **Workers' Compensation Insurance:** In accordance with Kentucky law for all ZG employees involved in service delivery;
- e) **Employers' Liability Insurance:** Minimum limits of \$500,000 per accident (where applicable);
- f) **Commercial Auto Insurance:** If ZG transports students, minimum limits of \$1,000,000 per occurrence for bodily injury and property damage.

6.2 **Additional Insured.** BCPS shall be named as an additional insured on the primary general liability and professional liability policies (not as a secondary or excess insured). Insurance shall be primary and non-contributory with respect to any coverage maintained by BCPS.

6.3 **Proof of Insurance.** ZG shall provide BCHS with a Certificate of Insurance (COI) evidencing all required coverages:

- Prior to service commencement
- Annually by August 1 of each school year
- Upon renewal or change of carriers within fifteen (15) days

6.4 **Insurance Policy Requirements.** All insurance policies shall:

- Be issued by insurance companies rated A:-VII or better by A.M. Best
- Include thirty (30) days' written notice of cancellation or material change to BCHS
- Be primary coverage (not excess or secondary to BCPS coverage)
- Remain in force throughout the entire Term of this MOA

6.5 **Indemnification.** To the fullest extent permitted by Kentucky law, ZG shall defend, indemnify, and hold harmless BCPS, BCHS, and their respective boards of education, officers, employees, and agents from:

- Any and all claims, demands, damages, liabilities, or costs (including attorney fees)
 - Arising from or related to ZG's negligence, willful misconduct, or breach of this MOA
 - Arising from injury to persons or damage to property caused by ZG or its personnel
 - Arising from alleged violations of student rights or confidentiality laws
 - Arising from employment-related incidents or workplace safety violations during job coaching or job development activities
-

7. ASSIGNMENT AND SEVERABILITY

7.1 **No Assignment.** Neither party shall assign, transfer, or delegate any rights or obligations under this MOA without the prior written consent of the other party. Any attempted assignment without consent shall be void.

7.2 **Severability.** If any provision of this MOA is declared void, unenforceable, or invalid by a court of competent jurisdiction, such provision shall be severable, and the remainder of this MOA shall remain in full force and effect.

8. GOVERNING LAW AND JURISDICTION

8.1 **Governing Law.** This MOA shall be governed, construed, and enforced according to the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles.

8.2 **Jurisdiction.** The parties agree that any action or proceeding arising under this MOA shall be brought exclusively in the state or federal courts located in Bullitt County, Kentucky, and both parties consent to the jurisdiction and venue of such courts.

9. COMPLIANCE WITH BULLITT COUNTY PUBLIC SCHOOLS POLICIES AND KY OVR STANDARDS

9.1 **BCPS Policies.** ZG acknowledges and agrees to comply with all applicable Bullitt County Public Schools policies, procedures, regulations, and administrative guidelines, including but not limited to:

- Student safety and discipline policies
- Background check and fingerprinting requirements for school visitors and contractors
- Technology use and data security policies
- Mandatory reporting requirements for suspected child abuse or neglect
- Workplace conduct and professionalism standards

9.2 **KY OVR Standards and CWTP Compliance.** ZG shall comply with all Kentucky Office of Vocational Rehabilitation standards, including:

- Community Work Transition Program (CWTP) policies and procedures
- Order of Selection criteria (if in effect)
- Individualized Plan for Employment (IPE) requirements
- Pre-VR System documentation and reporting standards
- Competitive, integrated employment requirements for Supported Employment
- Employment outcome standards and follow-up services

9.3 **Right to Audit.** BCPS and OVR reserve the right to audit, observe, or evaluate Pre-Vocational and Supported Employment services at any time to ensure compliance with this MOA, BCPS policies, KY OVR standards, and WIOA requirements.

10. PAYMENT AND REIMBURSEMENT

10.1 **KY OVR Reimbursement.** Payment for Pre-Vocational and Supported Employment services shall be made by Kentucky Office of Vocational Rehabilitation in accordance with the current Service Fee Memoranda and established OVR reimbursement rates for:

- Pre-Vocational Services (hourly rate per Service Fee Memorandum)
- Job Development Services (hourly rate, typically \$90/hour, up to 30 hours)
- Job Coaching/Supported Employment Services (hourly rate per Service Fee Memorandum)
- Follow-up Services (hourly rate per Service Fee Memorandum)

10.2 Pre-VR System Documentation. ZG shall submit all service hours, activity notes, expenditures, and student outcomes through the Pre-VR System by the 5th of each month following service delivery. Services provided without prior OVR pre-authorization in Pre-VR System shall not be eligible for reimbursement.

10.3 Spending Authority Limits. ZG shall not exceed OVR-authorized spending limits for individual students. All services must be delivered within the pre-authorization amounts specified by the OVR Counselor. Additional services beyond authorization require supplemental OVR approval.

10.4 Invoicing. ZG shall submit invoices to OVR based on the Approved Services report generated from Pre-VR System data. All invoices must be submitted by the end of each calendar month.

10.5 No Payment by BCPS. BCPS shall not be responsible for direct payment to ZG. All compensation shall be derived solely from Kentucky OVR through the established Pre-Vocational and Supported Employment reimbursement mechanisms.

11. ENTIRE AGREEMENT

11.1 This MOA, together with any attached exhibits and addenda, represents the entire agreement between the parties regarding the subject matter hereof and supersedes all prior negotiations, representations, and agreements, whether written or oral, relating to Pre-Vocational or Supported Employment service delivery.

11.2 **Precedence.** In the event of any conflict between the provisions of this MOA and the Bullitt County Public Schools Procurement Regulations, the regulations shall prevail. In the event of conflict between this MOA and KY OVR requirements, OVR standards shall prevail.

12. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement to be effective as of the date first written above.

ZOOM GROUP, INC.

By: _____

Name: Melissa A. Marvel

Title: President/Chief Executive Officer

Date: _____

BULLITT COUNTY PUBLIC SCHOOLS

By: _____

Name: Troy Kolb

Title: Director of Special Education

Date: _____

ADDENDUM A: PRE-VOCATIONAL SERVICES QUALIFYING CRITERIA

Student Eligibility Criteria

Students are eligible to receive Pre-Vocational Services through ZG if they meet ALL of the following criteria:

1. Age and School Enrollment

- Student is age 14-24 years old, or
- Student is enrolled in secondary education program (grades 9-12), or
- Student is in a post-secondary transition program (ages 18-24) within BCPS

2. Disability Documentation

Student has documented evidence of disability:

- Current Individualized Education Program (IEP) under IDEA (Individuals with Disabilities Education Act), OR
- Current 504 Plan under Section 504 of the Rehabilitation Act, OR
- Documentation of physical, mental, or emotional disability that substantially limits major life activities

Acceptable Documentation Sources:

- IEP eligibility determination and current IEP
- 504 Plan determination letter
- Medical records or physician documentation of disability
- Psychological evaluation or assessment results
- Social Security Administration disability determination (SSI/SSDI)
- Prior VR counselor determination of disability

3. VR Eligibility Status

Student is:

- **Eligible for Vocational Rehabilitation Services:** Has been determined eligible by OVR through application and eligibility determination process, OR
- **Potentially Eligible for VR Services:** Has a documented disability and has NOT YET applied to OVR or whose eligibility determination is pending

4. Order of Selection Compliance (if applicable)

- If OVR has established an Order of Selection for the state or region, student meets the priority categories, OR
- If no Order of Selection is in effect, student is eligible without ranking

5. Vocational Goal Appropriateness

- Pre-Vocational services are appropriate for student's vocational development and employment goal, as determined by OVR Counselor or school transition team

Pre-Vocational Services Components

Students receive services in one or more of the following areas:

Job Exploration and Career Awareness

- Labor market information and career pathways exploration
- Occupational interest assessment and aptitude testing
- Career counseling and vocational guidance
- Business/industry tours and employer visits
- Informational interviews with workers in various occupations

Work-Related Skills Development

- Soft skills training (communication, teamwork, punctuality, attendance, workplace safety)
- Job application and interview skills
- Resume development and job search techniques
- Workplace social skills and interpersonal communication
- Problem-solving and conflict resolution in work environments
- Time management and organizational skills

Functional Capacity and Vocational Evaluation

- Structured work samples and simulations
- Hands-on skill assessment in real and simulated work environments
- Physical and cognitive capability evaluation
- Functional limitation documentation
- Work tolerance and endurance assessment
- Behavior and social-emotional functioning in work context

Community-Based Work Experiences

- Unpaid or paid work experience placements
- Job shadowing and informational work experiences
- Structured community work experiences
- Small group or individual work trials
- Supervised practice in real community employment settings

Pre-Employment Screening and Preparation

- Job readiness assessment and certification
- Accommodation needs identification
- Assistive technology evaluation
- Workplace environmental assessment
- Pre-employment safety training
- Industry-specific training prerequisites

Service Duration and Frequency

- **Typical Duration:** 6-12 weeks per student, depending on assessment needs and skill development goals
- **Frequency:** 2-4 hours per week during school year, may be intensive (full-day experiences) for community work components
- **Total Pre-Vocational Hours:** Not to exceed authorization by OVR Counselor in IPE (typically 20-60 hours per student)

When Pre-Vocational Services End

Pre-Vocational services conclude when:

- Student has completed structured assessment and skill development
- Student transitions to Supported Employment services (if appropriate and authorized), OR
- Student is placed in competitive employment, OR
- Student graduates from secondary education, OR
- OVR authorization expires and is not renewed, OR
- Student, family, or OVR determines services no longer meet vocational goal

Documentation Required for Service Authorization

Before Pre-Vocational services can begin, the following documents must be on file:

1. **OVR Referral and Eligibility Documentation**
 - Completed OVR Pre-ETS or Pre-Vocational referral form
 - Student eligibility determination letter from OVR OR documentation of potential eligibility
 - Disability documentation supporting eligibility determination
2. **Individualized Plan for Employment (IPE)**
 - IPE developed by OVR Counselor in conjunction with student and family
 - IPE specifies Pre-Vocational services as planned service

- o IPE includes vocational goal and expected outcomes

3. Informed Consent and Permissions

- o Written parent/guardian consent for service participation (if student under age 18)
- o Student consent/acknowledgment of services and expectations
- o FERPA authorization permitting information sharing between school, OVR, and ZG

4. School Documentation

- o Current IEP or 504 Plan documentation
 - o Transition plan components related to employment/vocational development
 - o Release of educational records authorization (if applicable)
-

ADDENDUM B: SUPPORTED EMPLOYMENT SERVICES QUALIFYING CRITERIA AND REQUIREMENTS

Supported Employment Service Overview

Supported Employment represents specialized, intensive employment services for individuals with the most significant disabilities who, without ongoing support, would likely not be able to work in competitive, integrated employment settings. Services focus on job placement, intensive on-the-job training, and sustained employment retention.

Student Eligibility Criteria for Supported Employment

Students are eligible to receive Supported Employment Services through ZG if they meet ALL of the following criteria:

1. Age and School Enrollment Status

- Student is age 14-24 years old, OR
- Student is enrolled in secondary education program (grades 9-12), OR
- Student is in a post-secondary transition program within BCPS or KCTCS

2. Significant Disability Documentation

Student has documented evidence of significant disability that requires ongoing support:

- Current IEP with documented significant disability in one or more categories, OR
- Documented physical, mental, sensory, or emotional disability with significant functional limitations affecting employment capability

Examples of Disabilities Requiring Supported Employment:

- Intellectual disabilities (mild to moderate)
- Severe physical disabilities with mobility, dexterity, or pain limitations
- Severe mental health conditions affecting work functioning

- Autism spectrum disorder with significant social-communication limitations
- Traumatic brain injury with cognitive or behavioral effects
- Serious emotional disturbances affecting workplace participation
- Sensory disabilities with significant environmental impact
- Multiple disabilities requiring comprehensive support

3. VR Eligibility Determination

Student is:

- **Formally Determined Eligible for VR Services:** Has completed OVR application and eligibility determination process and been approved as eligible, AND
- **Specifically Recommended for Supported Employment:** OVR Counselor has determined through consultation that Supported Employment is the appropriate service for the student's vocational goal

Note: Potentially eligible students may transition to Supported Employment eligibility through formal determination process.

4. OVR Supported Employment Authorization

Before services begin, OVR must:

- Conduct consultation with student, family, school, and service provider regarding Supported Employment appropriateness
- Develop individualized Supported Employment goal in the IPE
- Make specific authorization for Supported Employment services with documented pre-authorization
- Establish spending authority limits (typically not to exceed 90 days and 30 hours for initial job development and coaching)

5. Competitive, Integrated Employment Goal

- Student's vocational goal must be **competitive employment** (earning at least minimum wage, in job with opportunity for advancement)
- Employment must be in **integrated work setting** (community job with non-disabled coworkers, not a sheltered workshop)
- Employment must be in **real jobs** with real employers and market rates for positions
- Employment goal must be supported by student preferences and informed choice process

6. Intensive Ongoing Support Needs

- Student has demonstrated difficulty maintaining employment without sustained coaching and support
- Student requires assistance with:

- o Job acquisition (employer identification, job matching, negotiation)
- o Task-specific skill instruction and practice
- o Workplace behavior support and coaching
- o Accommodation implementation and adaptation
- o Problem-solving and crisis intervention
- o Retention and advancement in current position, OR transition to new employment

7. Order of Selection Compliance (if applicable)

- If OVR Order of Selection is in effect, student meets priority criteria for Supported Employment services
- Supported Employment services typically receive priority under Order of Selection due to service intensity

Supported Employment Service Components and Standards

Phase 1: Individualized Job Development and Placement (0-30 hours, typically 90 days)

Objectives:

- Identify community employment opportunities matching student strengths, interests, and support needs
- Develop employer relationships and negotiate job accommodations
- Ensure job match sustainability and student success probability
- Facilitate job offer negotiation and placement

Activities Include:

- Labor market analysis and employer prospecting
- Customized job development based on individual student skills and preferences
- Employer education regarding student capabilities and accommodation needs
- Job site assessment and accessibility evaluation
- Job task analysis and accommodation planning
- Job offer negotiation and employment agreement finalization
- Pre-hire preparation and orientation

Pre-Authorization:

- OVR typically pre-authorizes job development at \$90/hour (or current Service Fee rate)
- Maximum authorization: 30 hours within 90-day period
- Expenditure tracking and documentation required for all job development activities
- Additional authorization required if job development extends beyond 90 days

Phase 2: On-the-Job Training and Intensive Job Coaching (variable hours per OVR authorization)

Objectives:

- Enable student to acquire skills necessary to perform essential job functions
- Facilitate workplace integration and social adjustment
- Train student to meet employer expectations and performance standards
- Build natural supports and reduce coaching dependency over time

Job Coaching Activities:

- Intensive on-site training in specific job tasks and functions
- Workplace behavior and social skill coaching
- Communication support with supervisors and coworkers
- Safety training and workplace safety compliance
- Equipment and technology instruction
- Quality assurance and productivity monitoring
- Problem-solving and crisis intervention
- Accommodation implementation and modification
- Fading of coaching as student becomes independent

Coaching Intensity and Fading:

- Typical start: 10-20 hours per week on-site coaching
- Gradual reduction as student demonstrates skill and confidence
- Transition to indirect support (periodic check-ins) as appropriate
- Target: Move to Phase 3 (Follow-up) within 60-90 days if possible

Pre-Authorization:

- OVR determines appropriate coaching hours based on student need and job complexity
- Typical authorization: 40-100 hours for intensive coaching phase
- Authorization documented in Pre-VR System
- Weekly or monthly reporting of coaching hours and progress required

Phase 3: Follow-up Services and Long-Term Employment Support (ongoing)

Objectives:

- Sustain employment and ensure student stability in job
- Provide ongoing support for job retention and advancement
- Rapidly respond to employment barriers or crises

- Build employer confidence and employment sustainability
- Plan for potential employment transitions or advancement

Follow-up Services Include:

- Regular contact with student (in-person or remote)
- Regular employer contact and feedback
- Ongoing accommodation adjustment and modification
- Support with work schedule changes and new job responsibilities
- Problem-solving for workplace issues or challenges
- Career advancement counseling and opportunity exploration
- Worksite and home visit monitoring as needed
- Crisis intervention and rapid response support

Follow-up Frequency and Duration:

- Minimum: Monthly contact for first 6 months post-placement
- Extended: Quarterly or as-needed contact thereafter
- Duration: Continues as long as student is employed and desires support, typically minimum 12 months post-placement
- No predetermined time limit (can be indefinite, "extended" follow-up)

Employment Outcome Standards:

- **Primary Outcome:** Student achieves competitive, integrated employment and sustains employment for minimum 90 consecutive days
- **Secondary Outcome:** Student advances in current employment (hours increase, wages increase, job complexity increases, natural supports strengthen)
- **Measurement:** Verified through documentation of employment status, wage records, employer verification, and long-term contact

Service Delivery Requirements and Standards

Quality Employment Outcomes

ZG commits to:

- Securing genuinely competitive employment (not trial work experiences or sheltered settings)
- Negotiating employment in integrated work settings with non-disabled coworkers
- Ensuring employment reflects student informed choice and vocational goal
- Supporting employment at least minimum wage with opportunity for advancement
- Documenting sustainable employment outcomes at 90+ days

Supported Employment Team and Coordination

Required Team Members:

- **OVR Counselor:** Authorizes services, monitors progress, approves expenditures
- **ZG Supported Employment Specialist:** Provides job development, coaching, and follow-up
- **School Transition Coordinator:** Coordinates school-based aspects, ensures IEP alignment
- **Student and Family:** Active participants in employment goal development and decision-making
- **Employer:** Partner in job development and accommodation planning

Required Coordination and Communication:

- Monthly consultation between ZG Specialist and OVR Counselor
- Quarterly employment progress updates shared with school team
- Written communication with student/family regarding employment status and support
- Documentation of all service coordination and team input

Pre-Authorization and Spending Authority

Before any services begin:

1. OVR Pre-Authorization Required

- OVR Counselor must specifically authorize Supported Employment services
- Job Development pre-authorization: Typically 30 hours at \$90/hour
- On-the-Job Coaching pre-authorization: Variable hours based on assessed need
- Follow-up Services authorization: Ongoing as long as employment sustained
- All pre-authorization entered in Pre-VR System

2. Spending Authority Limits

- ZG cannot exceed OVR-authorized spending limits per student
- All services beyond authorized amounts require supplemental OVR approval
- Weekly or monthly expenditure reporting required to OVR

3. Pre-VR System Documentation

- All authorized services must be documented in Pre-VR System
- Student, service type, hours, and spending must match Pre-VR records
- Services cannot be billed without corresponding Pre-VR authorization

Transition from Pre-Vocational to Supported Employment

Students may transition from Pre-Vocational to Supported Employment services when:

- Pre-Vocational assessment is complete and student readiness for Supported Employment is documented
- OVR Counselor consultation determines Supported Employment is appropriate
- Student vocational goal in IPE is updated to specify Supported Employment
- New Supported Employment pre-authorization is obtained
- Job development activities begin toward competitive employment goal

Documentation Required for Transition:

- Pre-Vocational assessment completion and summary
- OVR Counselor consultation documentation
- Updated IPE with Supported Employment services specified
- Pre-Vocational to Supported Employment transition summary
- OVR pre-authorization for Supported Employment services

Monitoring and Compliance Standards

ZG shall:

- Submit monthly activity notes and expenditure reports to Pre-VR System by 5th of month
- Provide quarterly employment outcome reports to BCPS and OVR Counselor
- Maintain documentation of all job development activities (employer contacts, job orders, interviews)
- Maintain coaching documentation (daily notes, skill progress, accommodation modifications)
- Document employment verification and sustainability at 90-day, 6-month, and 12-month intervals
- Report any employment terminations or job changes within 5 business days
- Maintain compliance with OVR authorization and spending limits
- Allow BCPS and OVR audit and monitoring of services

BCPS shall:

- Verify student eligibility and OVR authorization prior to service start
- Facilitate communication between OVR Counselor and ZG Specialist
- Maintain school-based documentation and IEP alignment
- Provide quarterly progress verification and outcome feedback
- Ensure timely notification of student transitions or program changes

OVR shall:

- Approve Pre-Vocational and Supported Employment services and establish spending authority
- Monitor service delivery and payment for compliance

- Review submitted documentation and approve employment outcomes
- Provide payment to ZG through established reimbursement mechanisms
- Participate in quarterly or annual outcome review meetings

Employment Outcome Definition and Verification

Supported Employment is considered "successful" when:

- ✓ Student achieves **competitive, integrated employment**
- ✓ Employment is at or above **minimum wage** with advancement opportunity
- ✓ Student is in **community job** (not sheltered workshop)
- ✓ Job includes **interaction with non-disabled coworkers**
- ✓ Employment is **sustained 90+ consecutive days**
- ✓ Student and family satisfaction is documented
- ✓ Employer reports positive job performance

Employment Verification Documentation:

- Pay stubs or wage records (minimum 90 days of employment)
- Written employer verification of employment and performance
- Student/family confirmation of employment status
- Photographic documentation of work site (optional)
- Supported Employment outcome summary documenting all success criteria

[ON MATTINGLY EDGE LETTERHEAD]
1930 Bishop Lane #1001
Louisville, Kentucky 40218

[Date]

Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, Kentucky 40165
Attention: Jennifer Fletcher

Subject: MEMORANDUM OF AGREEMENT

Dear Ms. Fletcher:

We are pleased to present this Memorandum of Agreement ("Agreement") between Mattingly Edge ("Provider") and Bullitt County Public Schools ("School District"). This Agreement outlines our mutual understanding regarding the services to be provided and the terms under which they will be delivered.

1. PURPOSE

This Agreement establishes the terms and conditions under which Provider will collaborate with the School District to provide pre-employment transition services to students within the School District. Both parties enter into this Agreement with the shared goal of enhancing educational opportunities and experiences for students.

2. TERM

- 2.1. This Agreement shall commence on the date of full execution by both parties and shall continue for a period of one (1) year, unless earlier terminated as provided herein.
- 2.2. This Agreement shall automatically renew for additional one-year terms unless at least thirty (30) days prior written notice is provided of a party's intention not to renew.

3. SERVICES

- 3.1. Provider agrees to provide pre-employment transition services to help students to build and refine the necessary skills to gain employment.
- 3.2. Provider shall perform all services in a professional manner consistent with industry standards and in compliance with all applicable laws, regulations, and School District policies.
- 3.3. Provider shall coordinate with designated School District personnel to schedule and implement services in a manner that minimizes disruption to the educational environment.

4. TRANSPORTATION OF STUDENTS

4.1. In the event that Provider's personnel need to transport students as part of the services provided under this Agreement, the following provisions shall apply:

- Provider's personnel may use personal vehicles to transport students when necessary for the provision of services under this Agreement.
 - Provider shall ensure that any personnel who transport students:
 - Possess a valid Kentucky driver's license appropriate for the vehicle being operated,
 - Have a satisfactory driving record as determined by Provider's insurance carrier,
 - Comply with all applicable federal, state, and local laws and regulations regarding the transportation of students.
 - Provider shall ensure that any personal vehicle used to transport students:
 - Is in good working condition and meets all safety standards,
 - Has current registration as required by Kentucky law, and
 - Is equipped with appropriate safety features, including functional seat belts for all passengers.
 - Provider shall maintain documentation of compliance with these requirements and shall make such documentation available to the School District upon request.
- 4.2. Provider acknowledges that the School District's policies regarding student transportation must be followed at all times when transporting students.

5. LIABILITY INSURANCE

5.1. Provider shall procure and maintain, at its own expense, comprehensive general liability insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate.

5.2. Personnel who use personal vehicles to transport students shall maintain personal automobile liability insurance with coverage limits that meet or exceed the minimum requirements under Kentucky law.

5.3. Provider shall furnish the School District with a certificate of insurance evidencing the required coverage prior to commencing any services under this Agreement.

6. INDEMNIFICATION AND HOLD HARMLESS

6.1. Provider agrees to defend, indemnify, and hold harmless the School District, its board members, officers, employees, and agents from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property (including but not limited to personal vehicles on school district property), but only to the extent caused by the negligent acts or omissions of the Provider, its employees, agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

6.2. Provider specifically acknowledges that this indemnification and hold harmless provision includes claims, damages, losses, and expenses arising out of or resulting from damage to personal vehicles while on School District property, whether such vehicles belong to Provider's personnel or others.

6.3. The School District shall give Provider prompt notice of any claim, demand, or action that may trigger Provider's obligations under this section and shall cooperate with Provider in the defense of such claim, demand, or action.

7. COMPLIANCE WITH LAWS

7.1. Provider shall comply with all regulations of the Office of Vocational Rehabilitation ("OVR").

7.2. Provider shall ensure that all personnel providing services under this Agreement have undergone background checks in accordance with Provider policy.

8. CONFIDENTIALITY

8.1. Provider acknowledges that in the course of providing services under this Agreement, Provider may have access to confidential student information protected under FERPA and other applicable laws.

8.2. Provider agrees to maintain the confidentiality of all student information and shall not disclose such information to any third party without prior written consent from the School District and, where required by law, from the student's parent or guardian.

8.3. Provider shall implement appropriate safeguards to prevent unauthorized disclosure of confidential information and shall promptly notify the School District of any unauthorized disclosure or use of confidential information.

8.4 School District acknowledges and agrees that Provider's methods for pre-employment transition services are Provider's proprietary and confidential information, which School District may not use or disclose.

8.5 School District agrees not to become a provider of OVR services or to recruit Provider's clients.

9. RELATIONSHIP OF PARTIES

9.1. The relationship between Provider and the School District is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the parties.

9.2. Provider's personnel shall not be considered employees of the School District for any purpose, including but not limited to workers' compensation, unemployment insurance, or employee benefits.

10. TERMINATION

10.1. Either party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other party.

10.2. Either party may terminate this Agreement for cause upon written notice to the other party if the other party materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice of the breach.

10.3. Upon termination of this Agreement for any reason, Provider shall promptly return to the School District all records, files, and other property belonging to the School District.

11. NOTICES

11.1. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to Provider:
Mattingly Edge
Attn: Ilese Anderson, Executive Director
1930 Bishop Lane #1001
Louisville, Kentucky 40218

If to School District:
Bullitt County Public Schools
Attn: Jennifer Fletcher
1040 Highway 44 East
Shepherdsville, Kentucky 40165

11.2. Either party may change its address for notice purposes by providing written notice to the other party in accordance with this section.

12. GOVERNING LAW AND VENUE

12.1. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without giving effect to any choice of law principles.

12.2. Any legal action or proceeding arising out of or relating to this Agreement shall be brought in the appropriate state court located in Bullitt County, Kentucky, and each party irrevocably submits to the exclusive jurisdiction of such court in any such action or proceeding.

13. MISCELLANEOUS PROVISIONS

13.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

13.2. This Agreement may be amended only by a written instrument executed by both parties.

13.3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or the right of such party to enforce that provision or any other provision in the future.

13.4. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall reform to be valid and enforceable to the maximum extent allowed by law within the intention of the parties, and in any event the remaining provisions shall be enforced to the fullest extent permitted by law.

13.5. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

13.6. Neither party shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God,

natural disasters, pandemic, epidemic, weather events, fire, civil disturbance, riot, war, terrorism, or strikes or labor disputes.

13.7 Any provision of this Agreement that, by its nature, would survive termination or expiration of this Agreement shall so survive, including but not limited to provisions relating to indemnification, confidentiality, and governing law.

We look forward to a productive partnership with Bullitt County Public Schools. If the terms of this Agreement are acceptable, please indicate your acceptance by signing below and returning one fully executed copy to us.

Sincerely,

Ilese Anderson

Ilese Anderson, Executive Director

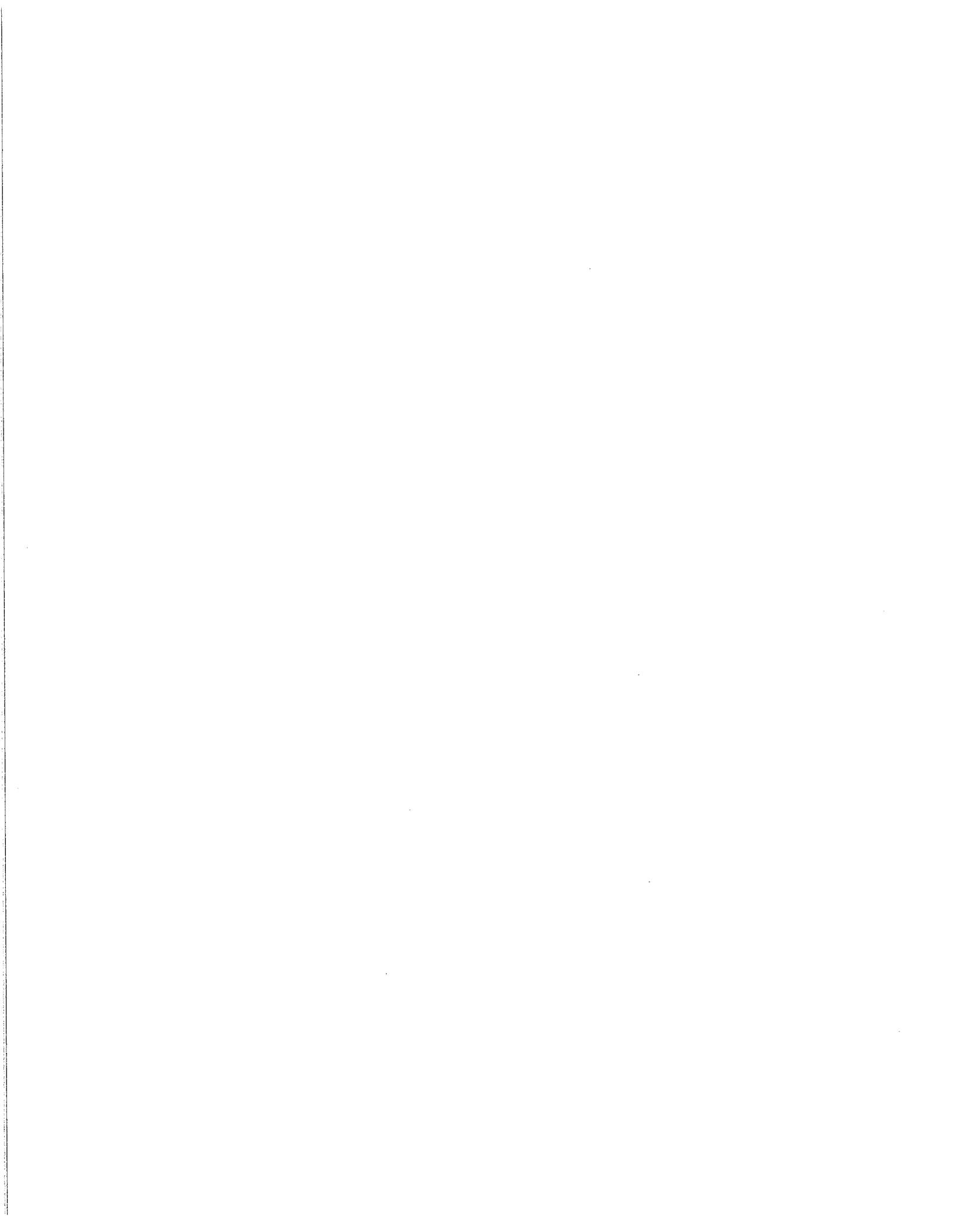
ACCEPTED AND AGREED:

BULLITT COUNTY PUBLIC SCHOOLS

By: _____

Print Name, Title

Date: _____



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement"), dated the first day of April, 2026 (the "Effective Date"), is by and between **BULLITT COUNTY PUBLIC SCHOOLS** (the "District"), with an address of 1040 Highway 44 East, Shepherdsville, Kentucky 40165, and **WINDROSE EMPLOYMENT SERVICES, LLP** ("Windrose"), with a mailing address of P. O. Box 201, Milton, Kentucky 40045.

WHEREAS, Windrose is a third-party vendor of pre-employment transition ("pre-ETS") services;

WHEREAS, Kentucky students may be eligible for pre-ETS services through the Kentucky Office of Vocational Rehabilitation if they meet certain age, enrollment, and disability requirements;

WHEREAS, Windrose desires to provide for pre-ETS services for eligible District students and the District desires to work with Windrose to facilitate pre-ETS services for its eligible students to prepare them for adulthood, college enrollment and/or successful employment;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Obligations of Windrose.

a) Windrose shall handle all referrals to the Office of Vocational Rehabilitation/Transition Services Board for potentially eligible District students at the school(s) designed by the District, for students with an IEP/504 Plan/or other documentation of disability available.

b) Windrose shall work with District staff to compile the required documentation and complete necessary referral forms for potentially eligible students, and Windrose shall upload these documents into the state-provided portal for approval, following up as needed to ensure that all qualifying students are approved.

c) Windrose shall arrange for trained and vetted instructors to provide these pre-ETS services in accordance with laws, administrative regulations, and/or best practice guidance applicable to the services provided. Windrose staff shall be subject to Windrose's direction, discipline and control.

d) Windrose shall conduct state and federal criminal background checks on all staff providing pre-ETS services to District students prior to the provision of such services and shall warrant that no staff with a history of violent or sexual offenses shall provide pre-ETS services on Windrose's behalf. In the event Windrose becomes aware that any staff member is or has been charged with a crime that, as a result of the charge or if convicted, would disqualify such staff

member from providing pre-ETS services under this Agreement, Windrose shall promptly notify the District.

e) Windrose shall follow and shall furnish all requested documentation needed to comply with all policies and requirements of the District pertaining to and/or applicable to pre-ETS services as provided by the District, including but not limited to background checks, fingerprints, and volunteer waivers.

f) Windrose shall deliver pre-ETS services primarily on District property, in a space designated by the District and in sight of District staff to ensure the safety and well-being of all participants.

g) In cases where pre-ETS services must be provided off-campus, such as for work-based learning activities including but not limited to job shadowing, work simulations, internships, volunteering, and/or other employer or post-secondary training tours, Windrose staff shall make prior arrangements with both the District staff/faculty designated by the District and the parent/legal guardian of the student to ensure the safety and well-being of all participants.

h) In the case of off-campus services, Windrose shall provide transportation to students using a Windrose-approved personal vehicles.

i) Windrose shall supply all equipment and materials necessary for the delivery of pre-ETS services, such as a printed curriculum guide or other lesson plans, a laptop for instructor- and fully-supervised-student use in order to access online resources, wireless headphones, and a variety of educational aids.

j) One or more Windrose pre-ETS instructors shall remain physically present on District grounds during the delivery of services. The primary instructor will serve as a "site coordinator" for Windrose by providing in-person instruction to participants and acting as a liaison between the school and the provider. Windrose shall be responsible at all times for its' instructors' provision of pre-ETS services.

k) Windrose shall handle all reporting and invoicing for all pre-ETS services with the Kentucky Office of Vocational Rehabilitation/Transition Services Bureau and shall provide the District copies of all lesson/activity notes for the school's records in accordance with duly signed Release of Information agreements signed by the students and their parents/guardians.

l) Payment for pre-ETS services shall be made to Windrose by the Kentucky Office of Vocational Rehabilitation and shall be used by Windrose to pay Windrose staff, purchase and develop curriculum and other resources, and maintain the equipment used by Windrose in delivering pre-ETS services. The District shall not be charged any fee for pre-ETS services, nor will it receive monetary compensation for the services delivered. Windrose staff shall not be considered District employees for any purpose and shall not be eligible for District compensation or benefits.

m) Windrose shall use its own curricular resources, which are already approved by the Kentucky Office of Vocational Rehabilitation/Transition Services Bureau, while remaining open to suggestions and collaboration with relevant District faculty and staff for the most effective and appropriate individualization possible for each student.

n) As students approach graduation and pre-ETS program completion, Windrose shall help facilitate their transition into adult services with the Kentucky Office of Vocational Rehabilitation, including pre-vocational services if further time and training are needed, or supported employment if the participant is ready to pursue employment in the community. Windrose also provides these services and will honor the supported and informed decisions of all participants it serves, whether they wish to continue services with Windrose or explore opportunities with other area service providers.

2. Obligations of the District.

a. The District shall provide reasonable physical space for the delivery of pre-ETS services on the designated campus(es) within the typical school day. This space should be within sight of District faculty and/or staff, large enough to accommodate at least one Windrose instructor and one District student, furnished with a work table and chairs, have access to at least one free power outlet, and have Internet access that Windrose staff will be permitted to use while delivering services.

b. The District shall provide Windrose instructor(s) with access to the school's wi-fi or ethernet.

c. The District shall communicate school schedules and calendars to Windrose with reasonable notice, as well as changes thereto.

d. The District shall provide Windrose all policies and requirements of the District pertaining to and/or applicable to pre-ETS services as provided by the District, including but not limited to background checks, fingerprints, and volunteer waivers.

e. The District may request temporary or permanent removal of a Windrose staff member if there is reasonable cause for such a request, including but not limited to staff disruption to the school's functions, refusal to cooperate with terms set out in this Agreement, complaints about the staff member's conduct, or if the District learns that the staff member is prohibited from being present on school grounds or would not be eligible to be employed by the District if such member were a District employee.

3. Term; Termination.

(a). Term. Unless otherwise terminated pursuant this section, this Agreement shall be for a term of one (1) calendar year, commencing on the Effective Date (the "Term").

(b). Termination for Breach. This Agreement may be terminated by either party for the other party's breach of a material obligation(s) herein upon thirty (30) calendar

days' written notice to the breaching party. The non-breaching party shall set forth in the written notice the specific nature of the breach and the conditions that must be met within the thirty (30) calendar day period to cure the breach and avoid termination. In the event the breach is cured to the reasonable satisfaction of the non-breaching party within the above-referenced thirty (30) calendar days, the notice of breach shall be deemed rescinded, and the Agreement shall continue in full force and effect.

(c). Immediate Termination. This Agreement may be terminated immediately for any of the following reasons:

(i). By the District upon the cancellation of Windrose's liability coverage required by this Agreement.

(ii). By the District in the event Windrose dissolves or ceases to carry on its business.

(iii). By the District if Windrose commits any act of misrepresentation, fraud, theft, embezzlement, or similar malfeasance.

(iv). By either party if it would be subject to civil or criminal liability for continued performance under this Agreement.

(d). Consequences of Termination. In the event of termination for any reason, each party shall return to the other party any and all property and confidential information and copies therefore received from the other party pursuant to or in contemplation for this Agreement within thirty (30) business days of the termination of this Agreement, to the extent it is reasonably feasible. If return of some or all of the property and confidential information is not reasonably feasible, the receiving party shall destroy the property and confidential information and copies thereof in its possession, custody and control within the aforesaid thirty (30) business day period, and certify same to the disclosing party, unless such destruction is prohibited by federal or state law.

(e). Mitigation. Both parties shall act in good faith to mitigate any damages that the other party may sustain by virtue of default or termination of this Agreement.

4. Relationship Between the Parties. No party shall represent it has the authority to act on behalf or in the place of the other. This Agreement shall not be read or treated as a designation of Windrose staff as "school officials" for FERPA purposes. No party shall represent itself as an affiliate of or operating under the auspices of the other, including, but not limited to, the use and content of signs, letterhead and logos. This Agreement shall not be read or treated as a delegation of any powers or responsibilities from one party to the other, except as otherwise expressly stated in this Agreement. Neither Windrose nor its employees or contractors shall be considered the employees, agents, servants, partners or designees of the District. Neither Windrose nor its employees or contractors shall have the authority to assume or create an obligation or responsibility, express or implied, on the District's behalf.

5. Primary Contact Person. Each party shall designate a primary contact person for communication purposes under this Agreement. Each party may change the primary contact person as necessary upon written notice to the other party.

The initial primary contact person for the District shall be:

The initial primary contact person for Windrose shall be:

Laura M. Daws
Executive Director
Windrose Employment Services, LLP
P.O. Box 201
Milton, Kentucky 40045
(502)550-8842
laura@windroseemployment.com

6. Emergency Situations. Nothing about this Agreement shall either obligate or prohibit Windrose employees or contractors from assisting someone in emergency situations.

7. Compliance and Records.

(a). No Remuneration for Referrals. The parties acknowledge and agree that neither party is entitled to any payment or compensation from the other party for any services, rights or privileges other than as specifically provided in this Agreement.

(b). Compliance with Laws. Windrose shall comply with all applicable state and federal civil rights laws in its provision of pre-ETS services, including but not limited to KRS Chapter 344 and the Americans with Disabilities Act.

(c). Record Retention. Windrose shall maintain all records required for the provision of pre-ETS services. Such records shall not be considered property of the District.

(d). Confidentiality. Windrose agrees to maintain confidentiality of all student information and shall refrain from disclosing any such information except as required to perform the services or as otherwise permitted by law. Windrose shall implement appropriate safeguards to protect the confidentiality and security of all student records and personally identifiable information, and shall ensure that all employees and other personnel with access to such information are bound by equivalent confidentiality obligations. Windrose shall promptly notify the District of any unauthorized access, use, or disclosure of student information.

(e). Family Educational Rights and Privacy Act (FERPA). Windrose shall comply with FERPA and all regulations promulgated thereunder and shall use such education records solely for the purpose of providing the Services to the District. Windrose shall not disclose education records to any third party without the District's prior written consent or as

otherwise permitted by law, and shall implement appropriate administrative, technical, and physical safeguards to protect the confidentiality and security of such records.

8. Insurance and Indemnification.

(a). Liability Insurance. Windrose shall carry professional liability insurance coverage of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate insuring the professional acts or neglects of its staff providing pre-ETS services pursuant to this Agreement. Windrose shall name the District as an additional insured under the Professional Liability Coverage.

(b). Approved Personal Vehicle Coverage. All Windrose-approved personal vehicles shall be insured up to \$1,000,000.00 in liability coverage, and such certificate or proof of insurance shall be provided by Windrose to the District upon request.

(c). Indemnification. Windrose agrees to indemnify and hold the District and its employees harmless for any liability that results from any acts or omissions of Windrose, its contractors or its employees arising out of its pre-ETS services, including but not limited to liability based on Windrose's use of approved personal vehicles.

9. Assignment. This Agreement may not be assigned by any party without the prior written consent of the other party hereto. Any attempted assignment in the absence of such consent shall be void as if never assigned at all.

10. Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties, and their respective heirs, executors, administrators, successors, and permitted assigns.

11. Waiver. The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

12. Notices. All notices under this Agreement shall be sent by certified or registered U.S. Mail, postage prepaid, return receipt requested, Federal Express or other expedited delivery service, or delivered personally to the parties through the contacts designated pursuant to Section 5 of this Agreement. The date of the notice shall be the date of the postmark or, if by personal delivery, the date delivery is made.

13. Illegality or Unenforceability. If any one or more of the provisions contained in this Agreement shall for any reasons be held invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, which shall be construed as if such invalidity, illegality or unenforceable provisions had never been contained herein. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

14. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Third Parties. Nothing in this Agreement shall be construed as creating any rights in any third parties or any persons other than the District and Windrose.

16. Choice of Law. This Agreement shall be interpreted according to the laws of the Commonwealth of Kentucky.

(a). Mediation and Venue. In the event that any party commences any action to enforce any term of this Agreement, the parties hereto agree to submit the dispute to mediation in lieu of formal litigation. Any litigated or mediated dispute shall be exclusively maintained in or subject to the venue of the Bullitt County Circuit Court of the Commonwealth of Kentucky.

17. Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not control the interpretation of this Agreement.

18. Entire Agreement and Modification. This writing constitutes the entire agreement between the parties hereto and may be modified only by a writing executed by both parties. Each and every modification an amendment of this Agreement must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty or other provision of this Agreement must be in writing and signed by the party whose interest are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first indicated above.

SCHOOLS

BULLITT COUNTY PUBLIC

By: _____

Its: _____

(the "District")

**WINDROSE EMPLOYMENT
SERVICES, LLP**

By: _____

Its: _____

("Windrose")

MEMORANDUM OF AGREEMENT

Between:

Bullitt County Public Schools

and

Options Unlimited, Inc.

Purpose

This Memorandum of Agreement (MOA) establishes a cooperative partnership between Bullitt County Public Schools (BCPS) and Options Unlimited, Inc. (OU) to provide Pre-Employment Transition Services (Pre-ETS) to eligible students with disabilities, pursuant to Kentucky regulations.

Scope of Services

Options Unlimited will provide instruction and support to students in the five Pre-ETS areas:

- Job Exploration Counseling
- Workplace Readiness Skills
- Work-Based Learning Experiences
- Postsecondary Counseling and Training
- Self-Advocacy

Roles and Responsibilities

BCPS will:

- Identify eligible students and obtain permissions.
- Provide access to school facilities.
- Coordinate scheduling and student participation.
- Support communication between staff.

Options Unlimited will:

- Provide qualified personnel.
- Maintain documentation and reporting.
- Coordinate scheduling and support needs.
- Maintain compliance and reporting standards.

Liability Insurance

Options Unlimited shall maintain General Liability Insurance of no less than \$1,000,000 per occurrence.

Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event that any party commences any action to enforce any term of this Agreement, the parties hereto agree to submit the dispute to mediation in lieu of formal litigation. Any litigated or mediated dispute shall be exclusively maintained in or subject to the venue of the Bullitt County Circuit Court of the Commonwealth of Kentucky.

Hold Harmless

Both parties agree to hold harmless, indemnify, and defend the other from claims arising from their own actions or omissions. BCPS is not responsible for damage to personal vehicles parked on school property.

Transportation

Options Unlimited staff may use personal vehicles to transport students with proper licensure, insurance, and parent/guardian authorization. BCPS assumes no liability.

Confidentiality and Compliance

All student information will remain confidential under FERPA, IDEA, and Kentucky law.

Term of Agreement

Effective upon signature until the end of the 2025-2026 school year. Amendable or terminable with thirty (30) days written notice.

In the event either party materially breaches any term of this Agreement, the non-breaching party shall provide written notice specifying the nature of the breach. The breaching party shall have ten (10) business days from receipt of such notice to cure the breach. If the breach is not cured within the applicable cure period, the non-breaching party may terminate this Agreement immediately upon written notice, without waiving any other remedies available at law or in equity.

Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, communications, or understandings, whether written or oral. This Agreement may be amended only by a written instrument agreed to by both parties.

Signatures

For Bullitt County Public Schools:

Name: _____

Title: _____

Signature: _____

Date: _____

For Options Unlimited, Inc.:

Name: _____

Title: _____

Signature: _____

Date: _____

