

**MEMORANDUM OF UNDERSTANDING  
FOR PROJECT SEARCH**

This MEMORANDUM OF UNDERSTANDING FOR PROJECT SEARCH (“MOU”), is made and entered into as of the date fully executed, by and between **Redwood School & Rehabilitation Center, Inc. dba Easter Seals Redwood**, a Kentucky nonprofit corporation with a principal office located at 71 Orphanage Road, Ft. Mitchell, KY 41017 (“Supported Employment Agency”); **Saint Elizabeth Medical Center, Inc. dba St. Elizabeth Healthcare**, a Kentucky nonprofit corporation with a principal office located at 1 Medical Village Drive, Edgewood, KY 41017 (“Host Business”); the **Boone County Board of Education**, on behalf of the Boone County School District, with an office located at 8330 US-42, Florence, KY 41042 (“School District”); and the **Kentucky Office of Vocational Rehabilitation also known as the Kentucky Career Center**, a State Agency with a location at 3087 Terminal Drive, Hebron, KY 41048 (“Vocational Rehabilitation”); each individually referred to as a “Party” and collectively as “the Parties”.

**RECITALS:**

**WHEREAS**, Project SEARCH is a groundbreaking program that challenges traditional expectations and empowers young adults with intellectual and developmental disabilities to achieve competitive employment; and

**WHEREAS**, the parties desire to collaborate to create a High School Project SEARCH Transition Program for students with development disabilities (hereinafter referred to as the “Program”) in accordance with the framework contained herein.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual promises set forth herein, the Parties agree as follows:

Section 1. **PURPOSE**. The Parties will collaborate to develop and implement the Program to increase employment opportunities for persons with disabilities by preparing participating high school students with job-readiness skills and assisting the participating students in acquiring post-graduation employment.

Section 2. **JOINT RESPONSIBILITIES**. The Parties agree to collaborate on the following responsibilities:

- 2.1 The Parties shall respectively designate appropriate personnel to coordinate the participating student(s) experiences in the Program. This will involve planning between responsible School District faculty and designated Host Business personnel for the assignment of students to specific work experiences as identified by Host Business.
- 2.2 On an annual basis, the Parties shall establish the number of students who will participate in the Program, the dates of the Program, and the length of the Program. The Program shall operate concurrently with the School District school year. The Parties will work to identify between six (6) and no more than twelve

- (12) participating students per school year. Notwithstanding the foregoing, Host Business shall ultimately determine the number of Work Sites it can support.
- 2.3 The Parties shall establish rules and regulations for students participating in the Program, which shall not conflict with the policies, procedures, and codes of acceptable behavior and conduct imposed upon participating students and staff by the School District and Host Business.
- 2.4 The Parties shall regularly participate in meetings to discuss and evaluate the Program progress and efficacy.
- 2.5 The Parties shall collaboratively contribute to advertising and recruitment efforts for the Program. Such collaboration shall include developing and distributing promotional materials, participating in outreach events, and coordinating communication with prospective students and families. Each Party shall make good-faith efforts to support recruitment activities within its respective networks and shall share relevant information to ensure consistent and effective messaging.
- 2.6 The Parties shall each designate a representative to participate in an Advisory Committee charged with establishing guidelines for student participation in the Program, as well as with the ultimate selection and approval of students for the Program.
- 2.7 The Parties agree that each shall remain responsible for the acts or omissions of their respective employees and agents.
- 2.8 The Parties shall promptly notify the other party if one party becomes aware of a claim asserted by any person which arises out of this MOU or any activity carried out under this MOU. In the event that a claim is made against any Party, it is the intent of the Parties to cooperate in the defense of such claim and to cause their insurers to do likewise. Notwithstanding the foregoing, a Party will have the right to take any and all actions they believe necessary to protect their interests.
- 2.9 No Party may use, nor authorize any other to use, the name, trademark, logo, symbol, image, trade name or any other proprietary materials of the other Party or its employees and agents in any advertisement, promotion, or other form of publicity or news release or that in any way without the prior written consent of an authorized representative of the Party whose materials are being used (the giving of such consent shall be at the sole discretion of that Party).
- 2.10 The Parties understand that all individuals granted access by Host Business solely as necessary to support the Program, shall comply with all applicable Host Business policies and procedures which include but are not limited to confidentiality, privacy, security, safety, and conduct policies that are in place as of the date of this MOU and as may be updated from time to time. Notwithstanding the foregoing, each Party understands that Host Business is a hospital system and reserves the right, in the sole discretion of Host Business, to

restrict and/or refuse access to its facilities and/or clinical units to any students and/or individuals for any or no reason.

Section 3. HOST BUSINESS RESPONSIBILITIES. The Host Business agrees that it shall be responsible for the following aspects of the Program:

- 3.1 With input from the School District and Supported Employment Agency, Host Business shall endeavor to develop a minimum of 6-12 student Work Sites for the purpose of teaching competitive, marketable skills to the Program's participating students. Notwithstanding the foregoing, Host Business has sole discretion as to the number of students and Work Sites it can support.
- 3.2 Host Business shall designate a Business Liaison to oversee, supervise, and facilitate the job-specific training and instruction for each Work Site included in the Program. The Business Liaison shall oversee the delivery of all job-training aspects of the Program at Host Business. The Business Liaison shall also be available to assist with job site development, introduce Project SEARCH staff to designated Host Business staff, market the Program internally, and attend periodic meetings to discuss, evaluate Program progress, and work with the School District-appointed instructor to reinforce workplace rules.
- 3.3 Host Business shall be responsible for providing instruction and training in job-specific tasks performed at each of its Work Sites. This includes demonstrating workplace procedures, supervising skill development, and offering guidance necessary for participants to perform the duties associated with their assigned rotations. The Host Business' responsibilities are limited to job-related task instruction and do not include the development of curriculum or classroom-based instructional materials, which remain the responsibility of the School District.
- 3.4 Host Business retains primary responsibility for the care and services provided to its patients. Host Business will maintain supervision of students while they are onsite at Host Business and performing in their role as a student participant in the Program.
- 3.5 Host Business will provide designated classroom for the purpose of student instruction that has a white board, sufficient tables and chairs to be used as student work areas and adequate power hookups and internet connection for the purpose of student technology solely for Program use.
- 3.6 Host Business shall at all times have custody and control of all medical records and business records. It is not contemplated that students participating in the Program will care for patients or have access to or require patient information to

perform their duties under the Program. Host Business is not required to share any PHI under this MOU.

Section 4. SCHOOL DISTRICT RESPONSIBILITIES. The School District agrees that it shall be responsible for the following aspects of the Program:

- 4.1 School District shall designate a Special Education Instructor who is appropriately credentialed and certified under all applicable state and federal requirements to oversee, supervise, and facilitate the special education components of the Program. The Special Education Instructor shall teach all educational and curriculum-focused aspects of the Program.
- 4.2 School District shall develop and provide all curriculum and instructional materials related to employability skills, health and wellness, financial literacy, job readiness, and job development. However, this responsibility is limited to classroom-based and educational content; it does not include the instruction or training of onsite job-specific tasks, which shall remain the responsibility of the Host Business.
- 4.3 School District shall ensure that students and faculty meet acceptable standards of conduct, must be in good standing with the School District, and dress and comply with Host Business' policies, procedures and rules and regulations while onsite at Host Business. School District shall advise students that there may be additional onsite requirements that must be met prior to participating onsite and/or having access to clinical units at Host Business including, but not limited to completion of a physical examination, immunization status, criminal background check and other requirements.
- 4.4 School District shall provide travel training to participating students, as necessary, prior to the start of the Program to ensure students can safely and independently access the Host Business facility and related program activities.
- 4.5 School District shall secure and maintain a working relationship with Vocational Rehabilitation for each participating student in order to facilitate eligibility and obtain available funding support for skills trainer services, job development, and other related vocational supports.
- 4.6 School District shall provide additional supports for participating students, as needed, including but not limited to interpreter services, speech or occupational therapy, transportation, and other reasonable accommodations necessary to ensure full participation in the Program.
- 4.7 School District will disclose information from a student's educational record, as appropriate and necessary in furtherance of a legitimate education purpose, to

personnel at Host Business who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act (“FERPA”). Host Business agrees that its personnel will use such information only in furtherance of the Program, and that the information shall only be disclosed to authorized third parties with the prior written consent from School District.

- 4.8 School District shall have custody and control of all educational records which shall not contain or include any Host Business medical records or Confidential Information. School District shall obtain written permission and/or authorization from each student participating under this MOU prior to sharing any student information and/or student records with Host Business. Notwithstanding the foregoing, Host Business hereby agrees that student information or student records (or any information from such student records) of any student of School District which are disclosed by School District to Host Business under this MOU shall be maintained as confidential. School District and Host Business acknowledge that Host Business will not and does not create, retain or maintain student educational records.
- 4.9 The School District shall collect and maintain data regarding student progress and post-program outcomes under the Program, share such data with the Parties under this MOU on a regular basis, and enter required information into the designated national database in accordance with applicable reporting guidelines in accordance with applicable law and regulations.
- 4.10 School District understands that students will not be in roles providing patient care or have access to or require patient information. Notwithstanding the foregoing, Host Business is a hospital system and School District will direct and require students to hold all Protected Health Information (information related to the physical or mental health of an individual and the provision of health care to an individual) (PHI) that may be shared or otherwise obtained pursuant to the Program strictly confidential, and to comply with all Host Business policies and procedures governing the use and disclosure of PHI and the privacy and confidentiality of patient health care information including, but not limited to, any policies and procedures relating to regulations, standards, or rules promulgated pursuant to the authority of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Section 5. SUPPORTED EMPLOYMENT AGENCY RESPONSIBILITIES. Supported Employment Agency agrees that it shall be responsible for the following aspects of the Program:

- 5.1 Supported Employment Agency shall provide a supervisor to coordinate planning and implementation efforts, monitor progress against the projected timeline, and assist as necessary to facilitate the overall success of the Program.

- 5.2 Supported Employment Agency shall provide Skills Trainers to work with participating students at Work Sites throughout the Host Business.
- 5.3 Supported Employment Agency shall collaborate with Host Business to identify intern work site opportunities for individuals with disabilities and conduct job analyses for those sites.
- 5.4 Supported Employment Agency shall work with Host Business to review existing open positions for suitability for individuals with disabilities and participating students, identify high-turnover or entry-level support positions for proactive job analysis, and recommend pre-screened applicants to the Host Business.
- 5.5 Supported Employment Agency shall, as needed, assist with classroom set-up, curriculum development, and planning of student work-site rotations.
- 5.6 Supported Employment Agency shall provide education and training to Host Business staff regarding best practices for supporting individuals with disabilities in the workplace, as necessary.

Section 6. VOCATIONAL REHABILITATION RESPONSIBILITIES. Vocational Rehabilitation agrees that it shall be responsible for the following aspects of the Program:

- 6.1 Vocational Rehabilitation shall provide funding support for eligible individuals to participate in the Project SEARCH Program at the Host Business.
- 6.2 Vocational Rehabilitation shall provide expertise and assistance in identifying, securing, and implementing necessary adaptations and job accommodations for participating students in the Program.

Section 7. TERM AND TERMINATION. This MOU shall commence on July 1, 2026 and shall continue in full force and effect through June 30, 2027 (the “Term”), unless earlier terminated as provided for herein. Thereafter, the Parties may agree to extend the Term of this MOU in a writing signed by authorized representatives of each Party. Any Party may terminate this MOU at any time and for any reason by providing the other Parties with written notice of no less than thirty (30) days.

Section 8. CONFIDENTIALITY. Each party shall keep confidential all Confidential Information of the other party (“owning party”) and shall not use or disclose Confidential Information either during or at any time after the term of this MOU, without the owning party’s express written consent, unless required to do so by law, court order or subpoena in which case a party shall not disclose such information until it has provided advance written notice to owning party such that owning party may timely act to protect such disclosure to the extent allowable. For purposes of this provision, “Confidential Information” means non-public information about either party or its employees or agents that is disclosed or becomes known to the other party as a consequence of or through its activities under this MOU, including, but not limited to proprietary, financial, strategic and operational information. Confidential information received or acquired by the parties during the term of this MOU may be utilized or disclosed on a need to know basis and in furtherance of the objectives sought by the parties under this MOU, provide,

however, no information pertaining to either party's proprietary subject matter may be disclosed without prior written permission. Confidential Information shall not include information (as demonstrated by contemporaneous documentation) that: (i) was known or used by the receiving Party prior to its receipt from the disclosing Party, without obligation of confidentiality; (ii) is or becomes public knowledge, other than through acts or omissions of the receiving Party; (iii) is developed by the receiving Party independently of the Confidential Information received hereunder; and/or (iv) is lawfully obtained by the receiving Party without any restriction on use and disclosure from sources independent of the other Party who have a lawful right to disclose such Confidential Information. Upon termination of this MOU for any reason, each party agrees to return to the other party any and all confidential information, including copies thereof, or if directed by a party, shall destroy all such Confidential Information.

Section 9. INSURANCE. Each Party shall be solely responsible for maintaining its own insurance coverage, including but not limited to general liability, workers' compensation, and professional liability, as applicable. No Party shall be deemed responsible for providing insurance coverage on behalf of any other Party under this MOU. The School District shall further maintain appropriate insurance coverage for all students participating in the Program, including but not limited to general liability and accident coverage, while students are engaged in Program activities. Such coverage shall apply during travel to and from Program sites, classroom instruction, and work-site rotations, as applicable. Nothing in this provision limits any Party's responsibility for its own employees, officers, or agents.

Section 10. LIMITATIONS OF LIABILITY. Each Party shall be responsible for any and all negligent acts or omissions of its own employees, officers, or directors. Nothing in this provision shall be construed to waive or limit any defenses, immunities, or limitations of liability available to any Party under applicable law.

Section 11. NONDISCRIMINATION. In administering the Program activities under this MOU, no Party shall discriminate against any student, faculty, or staff on the basis of race, creed, color, sex, age, handicap, national origin or any other classification protected by Federal or applicable State constitutional/or Statutory Law.

Section 12. INDEPENDENT STATUS AND THIRD PARTY BENEFICIARIES. The relationship of the Parties is that of independent contractors and nothing here shall be construed as otherwise. No agency, partnership, employment relationship or joint venture is intended to be created by this MOU. No agent, employee, or contractor of any Party shall be deemed an agent, employee, or representative of any other Party. This MOU is executed solely for the benefit of the Parties. Nothing in this MOU shall be construed to create any rights, claims, or remedies in any third party, and no third party shall be deemed a beneficiary of this MOU including but not limited to any students and/or patients.

Section 13. NON-ASSIGNMENT. This MOU shall not be assigned or transferred by any Party without the written consent and approval of the other Parties.

Section 14. NOTICE. Whenever, under this MOU, notice is required to be given, it shall be in writing and shall be delivered by mailing the same by certified or registered mail, postage prepaid, or overnight express mail carrier, to the party to receive the notice at the address

identified in the introductory paragraph of this MOU, or such other address as either party may designate from time to time hereunder.

Section 15. GOVERNING LAW. This MOU shall be interpreted and governed by the laws of the Commonwealth of Kentucky. Any actions, suits or claims that may arise pursuant to this MOU shall be brought in the Boone County, Kentucky Circuit Court, or the U.S. District Court for the Eastern District of Kentucky, if federal claims are asserted.

Section 16. ENTIRE AGREEMENT. This MOU (and its attachments, if any) constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and MOUs, oral and written, relating hereto. To be effective, any amendment or modification of this MOU must be in writing and signed by the party to be charged thereby.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this MOU effective as of the Effective Date.

Easter Seals Redwood (“Supported Employment Agency”)

Boone County Board of Education (“School District”)

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Jesse Parks  
Date: 6/11/2026

Saint Elizabeth Medical Center, Inc. dba St. Elizabeth Healthcare (“Host Business”)

Kentucky Office of Vocational Rehabilitation aka Kentucky Career Center (“Vocational Rehabilitation”)

By: \_\_\_\_\_  
Title: Vera Hall  
Date: EVP & Chief Operating Officer

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_