



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: July 22, 2026

RE: BCPS/Options Unlimited MOA

The Bullitt County Public Schools Department of Special Education requests approval of the attached Memorandum of Agreement (MOA) to partner with Options Unlimited, Inc. in providing Pre-Employment Transition Services (Pre-ETS) to students with disabilities. This request extends our current MOA with this agency through the 2026-2027 school year. This MOA has been reviewed and approved by Dinsmore & Shohl, LLP.

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:

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 2026-2027 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: _____