# MEMORANDUM OF AGREEMENT

*This Memorandum of Agreement is entered into by and between the Nelson County Board of Education and the Lake Cumberland Area Development District (LCADD) to establish a contract for a Youth Career Manager to delivers services under WIOA Youth Services.*

## The Nelson County Board of Education and the Lake Cumberland ADD agree to the following:

1. **Scope of Work**

The following job description shall serve as a guide for the work you are to perform. JOB TITLE: Youth Career Manager

JOB DESCRIPTION:

* Recruit potential customers for WIOA OSY thru outreach
* Conduct interview and needs assessments with customers
* Refer customers to needed Lincoln Trail WIOA Career Managers
* Develop and maintain contact with employers to potentially hire program participants in paid subsidized work experiences.
* Follow up on work experience placements to document work status, obtain timesheets and provide additional support to ensure successful completion of program.

# Pricing

## NOTE: Pricing numbers and percentages are tentative pending final approval by all parties.

The Nelson County Board of Education will be compensated for their services as described above in an amount not to exceed $1,500 for salary of Josh Bunch.

The Nelson County Board of Education will be reimbursed monthly for salary related expenses solely based on the delivering services related to the WIOA Youth Program to the LCADD.

# Standard Terms and Conditions Effective Date:

The effective date of this Agreement shall be March 19, 2019 through August 31, 2019.

# Renewals:

This MOA is valid from the date of execution until August 31, 2019. The MOA may be adjusted or extended based on adjusted timelines upon the agreement of both the Nelson County Board of Education and the LCADD.

# Choice of Law and Forum:

All questions as to the execution, validity, interpretation, construction, and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Russell or Franklin County Circuit Court of the Commonwealth of Kentucky.

**Dispute Resolution**

The CWDB at times, may have a disagreement about some matter with a one-stop operator that falls outside of the scope of the Memorandum of Understanding and that they are unable to resolve. In this case they can document the issue and the efforts they have made to resolve it. They can submit the documentation to the Workforce Development Council (WDC). The WDC Chairperson and the Chief Local Elected Official (CLEO) will meet with the parties involved in the dispute in order to attempt to resolve the issue. The WDC Chairperson and the CLEO will issue a written recommendation for resolving the issue.

# Amendment

This Agreement may be amended at any time by the written, signed consent of all the parties.

# Severability

Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

# Termination

Either party may terminate this agreement for any reason by providing written notice to the other agreement shall not in any manner modify or impair the foregoing general power of termination of the LCADD.

# Purchasing and Specifications:

The Nelson County Board of Education certifies it will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor attempt in any way to influence any purchasing of services, commodities, or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of-interest laws and principles, Nelson County Board of Education is construed to mean that if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then Nelson County Board of Education is construed to mean any person with an interest therein.

# Conflict-of-interest Laws and Principles:

The Nelson County Board of Education certifies that it is legally entitled to enter into this contract with the LCADD, and by holding and performing this contract, the Nelson County Board of Education will not be violating either any conflict of interest statute (KRS 45A.33- 45A.340, 45A.990, 164.390}, or KRS 11A.040 of the executive branch code of ethics relating to the employment of former public servants.

# Access to Records:

The Nelson County Board of Education and LCADD, as defined in K.RS 45A.030 (9), agrees that the, Nelson County Board of Education, LCADD, Education and Workforce Development Cabinet, the Finance and Administration Cabinet, the Auditor of Public Accounts, the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(l}(c). The contractor also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 64.870 to 61.884.

# Discrimination:

Discrimination (because of race, religion, color, national origin, sex, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the LCADD agrees as follows:

1. The Nelson County Board of Education and LCADD will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, or age. The Nelson County Board of Education and LCADD further agrees to comply with the provisions of the Americans with Disabilities Act (ADA}, Public Law l O1-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The LCADD will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship. The Nelson County Board of Education and LCADD agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Nelson County Board of Education will, in all solicitations or advertisements for employees placed by or on behalf of the LCADD, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age, or disability.
3. The Nelson County Board of Education and LCADD will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the LCADD's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The LCADD will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The Nelson County Board of Education and LCADD will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Nelson County Board of Education and LCADD will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Nelson County Board of Education or LCADD's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the Nelson County Board of Education and LCADD may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The Nelson County Board of Education and LCADD will include the provisions of paragraphs one (1) through seven (7) of section 202 of Executive Order No. 11246 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issues pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The LCADD will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a LCADD becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the LCADD may request the United States to enter into such litigation to protect the interests of the United States.

# Firewalls

No employee or officer may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee or officer, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible benefit from their immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible benefit from a firm considered for a contract. The officers and employee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or other parties.

Individuals or entities responsible for monitoring direct services and/or one stop operations shall not pat1icipate in direct services and /or one stop responsibilities.

**IV. Approvals**

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

# LAKE CUMBERLAND AREA DEVELOPMENT DISTRICT:

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Signature Title

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Printed Name Date

**NELSON COUNTY BOARD OF EDUCATION:**

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Signature Title

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Printed Name Date