



KentuckianaWorks Foundation, Inc.

Contract No.:

340-160-12

(Approved 08/13/12)

Funding Source: KentuckianaWorks Foundation

Contractor: Board of Education of Jefferson County Kentucky

THIS AGREEMENT, made and entered into as of this 1st day of July, 2012, by and between KentuckianaWorks Foundation, Inc., 410 West Chestnut Street, Suite 200, Louisville, Kentucky 40202 ("the Foundation"), and Board of Education of Jefferson County, Kentucky, 3332 Newburg Road, Louisville, Kentucky 40232, ("the Contractor") as registered with the Kentucky Secretary of State.

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. Scope of Agreement

The Contractor agrees to provide training and/or employment activities or services for youth participants under the following terms and conditions:

1.1 Services

Contractor shall provide services that target youth as identified customers as specified in the Program Narrative incorporated herein.

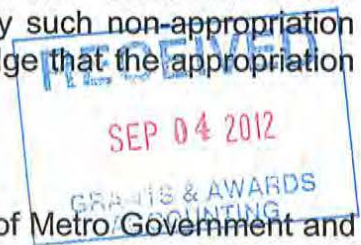
1.2 Duration of Contract

This contract shall begin the 1st day of July, 2012 and continue until the 30th day of June, 2013.

However, in the event that, during the term of this Agreement, the Louisville/Jefferson County Metro Government ("Metro Council") fails to appropriate funds for the payment of the Foundation's obligations under this contract, the Foundation's rights and obligations under this contract shall terminate on the last day for which an appropriation has been made. The Foundation shall deliver notice to the contractor of any such non-appropriation not later than 5 days after the Foundation has knowledge that the appropriation has not been made.

2. Compliance with Regulations

The Contractor shall comply with the applicable requirements of Metro Government and all legislative and implementing regulations pertaining to programs or activities that receive Federal funding.



2.1 Specific Federal and State Regulations

In particular, the Contractor agrees to comply with all applicable standards, orders and requirements, including, but not limited to, the following Federal and State laws, issuances and any subsequent amendments:

- 2.1.1 Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- 2.1.2 The Americans with Disabilities Act of 1990 (Public Law 101-336; 42 U.S.C. 12101 et seq.), which prohibits discrimination against and mandates structural accessibility and reasonable accommodation for persons with disabilities.
- 2.1.3 The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 2.1.4 The Davis-Bacon "Wages and Hours" Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 2.1.5 Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by Department of Labor regulations (29 CFR Part 5) and (40 U.S.C. 327-333) as supplemented by the U.S. Department of Education.
- 2.1.6 All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251 et seq.), and specifically Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 2.1.7 Mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Federal Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871, 42 U.S.C. 6201 et seq.).
- 2.1.8 Executive Order 12549 of February 18, 1986, regarding Debarment, Suspension, Ineligibility and voluntary Exclusion as supplemented in Department of Labor regulations (29 CFR Part 98, Section 98.510, "Participants' responsibilities"). The Contractor's signed certification is incorporated by reference hereto.
- 2.1.9 Section 319 of Public Law 101-121, and the attendant requirement to disclose Lobbying activities pursuant to 31 U.S.C. 1352 (OMB 0348-0046). The Contractor's signed certification is incorporated by reference hereto.

2.1.10 Senate Bill 258 codified at KRS 45A.485 to be in continuous compliance with the enumerated and applicable laws of the Commonwealth of Kentucky and to disclose any final determination of a violation within the previous five years. The Contractor's signed certification is incorporated by reference hereto.

2.1.11 Certification for a Drug Free Workplace.

2.1.12 The Contractor shall not discriminate in employment, and shall ensure that no person is denied equal opportunity for participation in training and/or employment activities or services, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief. Specifically, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998 (WIA) (Section 188), 29 U.S.C. 2938, including the Nontraditional Employment for Women Act of 1991 (29 U.S.C. 1737); Equal Pay Act of 1963, as amended (29 U.S.C. 206d); Titles VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000e et seq.); section 504 of the Rehabilitation Act of 1975, as amended (29 U.S.C. 793); Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. 621); Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212); and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681); and with all implementing regulations, guidelines, and standards lawfully adopted and promulgated under those laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.

2.1.13 Contractor agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 et. seq., as amended, and KRS Chapter 338. Contractor also agrees to notify the Foundation and the Louisville/Jefferson County Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Contractor performs work under this Agreement. Contractor agrees to the extent permitted by law to indemnify, defend and hold the Foundation and the Louisville/Jefferson County Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2.2 Assurances by Contractor concerning employment

The Contractor assures the Foundation that funds received and activities implemented under terms of this Agreement will not result in:

2.2.1 Displacement of any currently employed Contractor staff, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits;

- 2.2.2 Impairment of existing contracts for services or collective bargaining agreements, or inconsistency with the terms of any collective bargaining agreement without the written concurrence of the labor organization and employer concerned;
- 2.2.3 Filling of any job opening or hiring of any new personnel when any other individual is on layoff from the same or any substantially equivalent job, or when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring an individual whose wages are subsidized with WIA, U.S. Department of Education, and/or other grant funds;
- 2.2.4 Creation of jobs in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals; or
- 2.2.5 Duplication of services or activities that would have been performed by the Contractor in the absence of this funding.

2.3 Conflicts of Interest

The Contractor agrees that it will carry out its responsibilities under this Agreement in such a manner as to avoid both organizational and personal conflicts of interest and the appearance of such conflicts of interest.

By executing this Agreement, the parties hereto certify that Contractor's performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

2.4 Debarment

The Contractor assures the Foundation that it, the Contractor and its principal employees, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal department or agency and that Contractor and its principal employees are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension."

2.5 Lobbying

The Contractor assures the Foundation that it, the Contractor, has not and will not pay any Federally appropriated funds, including the funds to be received under terms of the present Agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement,

including the awarding, extension, continuation, renewal, amendment, or modification of the present Agreement.

2.6 Patents and Copyrights

Unless otherwise provided in the Program Narrative or Budget of this Agreement, pursuant to requirements of 37 CFR 401, the Contractor assigns to the Foundation any patent rights, copyrights, and rights in data with respect to inventions, printed materials, technical data or computer software first developed or produced in the performance of activities or services stipulated in the Program Activities section of this Agreement, and financed with dollars reimbursable or otherwise payable under the Budget of this Agreement. The Foundation may in turn assign any such rights to the Office of Employment & Training (OET), to the United States Department of Labor (DOL), or to the United States Department of Education if so required.

2.7 Funding sources

The Contractor will comply with the requirements set forth in any WDC Contract executed with the Foundation, and specifically with all procedures established by the Office of Employment and Training's *Financial Management Guide* and revisions thereto, which are incorporated by reference in said WDC Contract. The Contractor will clearly identify the U.S. Department of Labor, the Office of Employment & Training, KentuckianaWorks and/or other appropriate funding sources as required by the Foundation. The Contractor will submit any materials used for promotion of or recruitment for the program activities described here to the Foundation's designee.

2.8 Nepotism

The Contractor will comply with the Foundation's existing Policy and Procedures on nepotism, recovery of funds and other procedures pertinent to service of ineligible individuals, training and supportive service costs, and control of TARC tickets for participant use. The Contractor also agrees to comply with Policies and Procedures which the Foundation may find necessary to issue during the life of the present Agreement, from the effective date of their issuance.

3. Reporting Requirements

3.1 Management Reports

The Contractor agrees to provide all applicable management information system reports and all fiscal reports within the time periods specified by the Foundation, so as to document the Contractor's performance of its contractually stipulated functions.

3.2 Confidential Information

The Contractor agrees to maintain as confidential any applicant or participant information acquired or provided by the Workforce Development Cabinet consistent with the state and federal requirements of 29 U.S.C. 2871 (f)(3), KRS

151B.280, and 787 KAR 2:020, and will use the information solely for the purposes of providing the services specified in this agreement and will not release the information without the informed written consent of the applicant or participant. Exception--if subcontracts are executed for the operation of the Jefferson County Youth Career Center, the Contractor may release information provided that the subcontractor agrees to the same terms and requirements.

3.3 Maintenance of Documents

- 3.3.1 The Contractor agrees to maintain all documents, records of accounts, records of personnel, and financial records pertinent to this Agreement, and to submit such reports as are required by the Foundation, the Department of Labor, the U.S. Department of Education, and/or the Office of Employment & Training to ensure a proper accounting for all funds.
- 3.3.2 The Foundation, pursuant to applicable law, including KRS 61.870 *et seq.*, specifically reserves the right to have access to any books, documents, papers and records (including computer records) of the Contractor which are pertinent to this Agreement.
- 3.3.3 The Contractor agrees to make all records (including computer records) pertinent to this Agreement available for monitoring and/or audit purposes to the Foundation or its designees, the Louisville/Jefferson County Metro Government, the Office of Employment & Training, the United States Department of Labor, U.S. Department of Education, or the Comptroller General of the United States, at any time during normal business hours and as often as any of these monitoring and/or audit agents may deem necessary. The right of access by these agents will include the right to make excerpts, transcripts, and photocopies, as well as the right of timely and reasonable access to the Contractor's personnel for interviews and discussions related to pertinent records.
- 3.3.4 The Contractor will retain all records pertinent to this Agreement, including financial and statistical records, participant records, and supporting documents, for a period of five (5) years. The retention period will begin on the date the final expenditure report by the Contractor for this Agreement is received by the Foundation. If, prior to the expiration of the 5-year retention period, any litigation or audit is begun or a claim is instituted involving this Agreement, the Contractor will retain the records until after the litigation, audit finding, or claim has been finally resolved. The Contractor may substitute microfilm/microfiche copies in lieu of original records only after audit.
- 3.3.5 The records to be maintained and retained by the Contractor shall include but not be limited to: (A) payroll records accounting for total time distribution of Contractor's employees working full or part time on

the work (to permit tracing to payrolls and related tax returns), as well as cancelled payroll checks, or signed receipts for payroll payments in cash; (B) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (C) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

3.4 Accountability

- 3.4.1 The Contractor agrees to determine and assign costs and/or payments in conformity with the accounting methods used by the Foundation.
- 3.4.2 The Contractor agrees that no invoices for costs and/or payments under this Agreement will exceed the cost categories and/or maximum payable amounts delineated in the Budget incorporated herein. The Foundation will not reimburse for costs that exceed cost categories, nor issue any payments in excess of the maximum payable amounts delineated in said Budget. Also, the Foundation will not reimburse for costs that exceed individual line-items within cost categories unless the cost is expressly authorized by the Foundation and/or approved by Board staff.
- 3.4.3 The Contractor agrees to be accountable to the Foundation and does further agree to make suitable reimbursement of any costs and/or payments that are disallowed. Specifically, the Contractor agrees that any funds reimbursable or otherwise payable under the Budget of this Agreement will cover training and/or services exclusively for participants enrolled in or served by WIA, and that any such funds used for training of individuals not enrolled in or served by WIA will be disallowed by the Foundation.

3.5 Close Out Report

The Contractor agrees to provide the Foundation with a financial close out report of this Agreement no later than thirty (30) consecutive calendar days after the end of this Agreement, which will release the Foundation from any further liabilities or payments.

If the Contractor is a public or private non-profit entity, the financial close-out report for this Agreement must normally include a statement of program income, which is defined as any revenues allowably earned by a public or private non-profit Contractor in excess of program costs. Program costs in turn are defined as those necessary, reasonable, allowable and allocable expenditures which are related to the activities or services specified in the Program Narrative of this Agreement, and which are incurred during the Agreement period, or which are required for orderly start-up or close out of the Agreement.

If program income is earned under this Agreement it may be retained and used by the contractor for approved activities within a time frame approved by the Foundation in writing. If the Contractor is not approved to use these funds accordingly, income must be returned to the Foundation.

The public or private non-profit Contractor must maintain records that document all earnings and expenditures under this Agreement, and must maintain an accounting system capable of tracking and determining program income. All such records are subject to review, monitoring and audit by the Foundation and must be retained in accordance with Metro Government funding record retention requirements. Any failure on the Contractor's part to fully comply with Federal, Commonwealth of Kentucky or Foundation program income requirements shall result in cost disallowance and repayment by the Contractor of any amounts directly related to the violation.

Since, however, tuition and fees that represent the catalog price for training or services sold in substantial quantities to the general public by a public entity are deemed to cover only necessary and reasonable program costs of that entity, a public Contractor whose earnings under this Agreement consist solely of such tuition and/or fees is not required to track expenditures under this Agreement with a view to determining program income.

3.6 Audits

The Contractor will respond in writing to any pertinent Findings, Conclusions, and Recommendations in the Reports of the Audit when requested to do so by the Foundation. Unless an extension of time is expressly granted, the Response will be submitted to the Foundation within thirty (30) consecutive calendar days from the date of the Contractor's notification of the Findings and Recommendations of the Audit. The Contractor may take exception to the particular Findings and Recommendations of the Audit. The reasons for such exceptions must be included in the Response. The Response must also point out corrections already made and state what action is proposed and the estimated completion date of such action demanded in the Audit's Findings and Recommendations. The Foundation will consider the Contractor's response and any additional information provided by the Contractor when determining whether or not specific expenditures should be allowed.

4. Non-expendable property

The Contractor agrees to follow norms set by the Office of Employment & Training and the Foundation for purchase of any non-expendable property with KentuckianaWorks Foundation funds and for management and inventory control of such property, and, unless otherwise provided in the Program Narrative or Budget of this Agreement, to return to the Foundation, at the Contractor's own cost, any non-expendable property, whenever said property is no longer being utilized for KentuckianaWorks Foundation youth program purposes, or whenever a contract or relationship between the

Foundation and the Contractor ceases to exist. The Contractor will return said property, if any, to the location specified by the Foundation.

5. Liability of Foundation

In no event will the Foundation or the Office of Employment & Training be responsible for, or liable to, any third party, including the Contractor, unless otherwise stipulated in this Agreement, for any damages of any type including but not limited to liquidated, proven, compensatory, or real, arising from or in any way associated with or attendant to, acts or omissions of the Contractor relating to this contract including but not limited to the Contractor's infringement of any United States patents, copyrights, or rights in data. To the extent permitted by Kentucky Law, the Contractor agrees to indemnify and hold harmless the Foundation and the Office of Employment & Training from any such claims or causes of action. If, however, the Contractor's liability is governed by KRS 44.070-44.160 and 45A.245-45A.275, those statutes will prevail.

6. Ownership of property

Contractor hereby acknowledges that Foundation provides equipment and/or assets for the Contractor to use in its execution of the terms of this agreement. That equipment, including but not limited to that listed on Exhibit A attached to the contract shall remain the property of Foundation. Contractor further agrees to procure insurance on said equipment as set forth in Section I: C11 of this Contract. Should this insurance fail to cover loss or damage to the items listed in Exhibit A for any reason, Contractor agrees to reimburse WIB the replacement cost of said item as set forth in Exhibit A within 30 days of the loss.

7. Hold Harmless and Indemnification Clause

To the extent permitted by Kentucky Law, the Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government and the Foundation, their elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees and court costs, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting there from, or breach of contract, and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government, the Foundation, or their elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

8. Insurance

8.1 General Requirements

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to the Greater Louisville Workforce Investment Board d.b.a. KentuckianaWorks and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. *The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proofs of coverage.*

8.2 Proof of Insurance

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Louisville/Jefferson County Metro Government, and the Greater Louisville Workforce Investment Board d.b.a. KentuckianaWorks. The Louisville/Jefferson County Metro Government and the Greater Louisville Workforce Investment Board d.b.a. KentuckianaWorks may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government or the Greater Louisville Workforce Investment d.b.a. KentuckianaWorks' option, actual copies of policies.

8.3 Additional Insured Clause

The following clause shall be added to the Contractor's (and approved subcontractors) Commercial/Comprehensive General Liability Policies:

"The Louisville/Jefferson County Metro Government, the Greater Louisville Workforce Investment Board d.b.a. KentuckianaWorks, their elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the Foundation program Contract #340-160-12.

8.4 Insurance Types and Limits

The insurance to be procured and maintained and **minimum** limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

8.4.1 COMMERCIAL GENERAL LIABILITY, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, including:

- i. Premises - Operations Coverage
- ii. Products and Completed Operations
- iii. Contractual Liability
- iv. Broad Form Property Damage
- v. Independent Contractors Protective Liability
- vi. Personal Injury

8.4.2 WORKERS' COMPENSATION insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

8.4.3 COMMERCIAL PROPERTY INSURANCE – insuring all personal property owned by others which is left in the care custody and control of the contractor. Insurance shall be written on the I.S.O. (or equivalent) Special Property Form, with the limit of liability equal to the full Replacement Cost covering personal property of others left in the care, custody and control of the Named Insured. The interest of the Louisville/Jefferson County Metro Government and the Greater Louisville Workforce Investment Board d.b.a. KentuckianaWorks shall be named as Loss Payee.

8.5 Acceptability of Insurers

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

8.6 Miscellaneous

A. The Contractor shall procure and maintain insurance policies as described herein and for which the Greater Louisville Workforce Investment Board d.b.a. KentuckianaWorks shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Louisville/Jefferson County Metro Government's Risk Management Division at least fifteen (15) days prior to the expiration of any policy(s).

B. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

The Greater Louisville Workforce Investment Board.
KentuckianaWorks
410 West Chestnut Street, Suite 200

Louisville, KY 40202

AND

- C. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

D. Cancellation or Material change of coverage: Contractor shall notify the Greater Louisville Workforce Investment Board d.b.a. KentuckianaWorks and the Louisville/Jefferson County Metro Government's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify the Greater Louisville Workforce Investment Board d.b.a. KentuckianaWorks and the Louisville/Jefferson County Metro Government's Risk Management Division within two (2) business days. If Contractor fails to notify the Greater Louisville Workforce Investment Board d.b.a. KentuckianaWorks and the Louisville/Jefferson County Metro Government's Risk Management Division as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. The Louisville/Jefferson County Metro Government's Risk Management Division reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.

E. Approval of the insurance by the Louisville/Jefferson County Metro Government and the Greater Louisville Workforce Investment Board d.b.a. KentuckianaWorks shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government and the Greater Louisville Workforce Investment Board does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

9. Payment

9.1 Amount of Compensation

The Foundation agrees to compensate the Contractor, subject to actual availability of funds and proper documentation of expenses incurred and/or activities performed. The total amount of compensation payable under this Agreement to the Contractor shall not exceed the sum of \$94,140 for delivery of

services, as specified in the Program Narrative and Budget, more fully described below.

9.2 Under-expenditures

The Foundation explicitly reserves the right to remove or withdraw encumbered funds allocated to the Contractor in the event of the occurrence of under-expenditures, and to reduce pertinent budget items, including cost-reimbursable line-items, on a pro rata basis for failure to perform at the levels of enrollment, satisfactory completion, unsubsidized job placement, job retention, and/or other performance objectives set forth in the Program Narrative of this Agreement.

9.3 Withholding payment

The Foundation explicitly reserves the right to withhold compensation under this Agreement when the Contractor fails to submit in a timely manner any reports delineated in this Agreement or in Contractor Instructions.

9.4 Pro rate billings

Contractor, to the extent that it provides the same or related services to other parties, agrees to pro-rate its billings and out-of-pocket expenses to the Foundation which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Board pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

9.5 Reporting of income

The compensation payable under this Agreement may be subject to federal, state, and local taxation. Regulations of the Internal Revenue Service require the Board to report all amounts in excess of \$600.00 paid to non-corporate contractors. Contractor agrees to furnish the Foundation with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Foundation as may be required by the IRS or the State Department of Revenue.

10. Independent Audit

10.1 Non-profit Entity

If the Contractor is a public or private non-profit entity or an institution of higher education, such Contractor agrees to have an independent audit of its financial records each fiscal year, in accordance with the Single Audit Act of 1984 (P. L. 98-502), and OMB Circular A-128, or, when applicable, OMB Circular A-133, if it receives a total of \$500,000 or more in combined Federal funds for any fiscal

year in which it receives funds under this Agreement. Such audit will be submitted to the Foundation, c/o Grants Management Division, Department of Finance & Budget, City Hall Annex, Louisville, Kentucky 40202, within three months after the close of the Contractor's fiscal year.

10.2 Payments under \$500,000

If the Contractor described in Section 10.1, above, does not receive \$500,000 or more in combined Federal funds in a fiscal year in which it receives funds under this Agreement, it may be excepted from the audit by sending a listing of all Federal funds received in that fiscal year to the Grants Management Division.

10.3 Review of Audit

The Foundation, through the Louisville Jefferson County Metro Government, will review such audit to ensure the Contractor's compliance with applicable laws and regulations in the use of its Federal funds.

10.4 For-profit Entity

If the Contractor is a for-profit entity other than an institution of higher education, it is not subject to the Single Audit Act.

11. Modifications to Agreement

This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

12. Cancellation of Agreement

12.1 Without cause

This Agreement may be terminated or canceled upon thirty (30) calendar days written notice by either party without cause. Within five (5) consecutive calendar days' written notice of cancellation, the Contractor will submit to the Foundation for its review and consideration a proposed schedule of planned expenditures and activities for the thirty-day cancellation period. Approval of all reasonable and necessary expenditures and activities for the thirty-day phase-out period is at the sole discretion of the Foundation. In the event of termination or cancellation, the Contractor shall not be relieved of liability to the Foundation for damages sustained by virtue of any breach of the Agreement by the Contractor, and the Foundation may withhold any payments to the Contractor for purposes of set-off until such time as the exact amount of damages due the Foundation from the Contractor is determined.

12.2 For cause

This Agreement may be terminated at any time for cause by the Foundation upon occurrence of any of the following:

12.2.1 Breach of any provision of this Agreement by Contractor;

12.2.2 The filing of a bankruptcy petition by or against the Contractor or an assignment by Contractor for the benefit of creditors or similar situations that could impact the ability of the Contractor to perform its obligations under this Agreement; or

12.2.3 Actions that endanger the health, safety or welfare of Louisville Metro Government employees or its citizens.

12.2.4 Actions of fraud, misappropriation, embezzlement, or malfeasance.

The Foundation shall provide written notice of termination to Contractor specifying the termination date and time. If the Foundation terminates this Agreement for cause, Corporation shall have the right to withhold any payments due to the Contractor for purposes of set-off until such time as the exact amount of damages due the Foundation from the Contractor is determined. In addition, the Foundation may pursue any and all of its remedies in law or equity through all appropriate legal action.

12.3 Circumstances beyond Contractor's control

If Contractor is prevented from performing its obligations under the contract because of circumstances beyond its control, such as war, strike, act of God, or similar circumstances, then the Foundation may terminate this contract upon written notice to the Contractor specifying the termination date and time. However, if such termination is determined to be solely beyond Contractor's control and Contractor is in no way at fault for its failure to perform, then Contractor shall not be considered in default and Contractor shall not be liable for damages to the Foundation for its failure to perform.

13. Legal costs

It is hereby expressly understood and agreed among the parties hereto that, if at any time the Foundation must or should bring legal or investigatory action against the Contractor or any Subcontractor for violation of this Agreement, regulations or procedures of the Foundation, the Office of Employment & Training, or the United States Department of Labor, the United States Department of Education, or for audit or complaint of violations by or against WIA-funded employees or participants for any reason whatsoever, they, the Contractor, or Subcontractor, will in any event bear all legal and court costs attendant to or arising from or associated with such action, if the action by the Foundation is ultimately successful; but nothing contained herein will prevent the Foundation from settling or otherwise compromising such action without the imposition of costs, at the sole discretion of the Foundation.

14. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any court proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly

consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

15. No Assignment

The Contractor shall not transfer or assign this Agreement, in whole or in part, to any third party without the written consent of the Foundation, but in no case shall such consent relieve the Contractor of its obligations under the Agreement.

16. Employer/Employee Relationship

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Contractor to be an officer or official of the Foundation.

17. Authority

The Contractor, by execution of this Agreement, does hereby warrant and represent that Contractor is qualified to do business in the State of Kentucky, and has full right, power and authority to enter into this Agreement.

18. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that are not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

19. Successors

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

20. Severability

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

21. Counterparts

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

22. Calculation of Time

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

23. Captions

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

24. Notices

All notices required under this contract shall be in writing and addressed to a party at the address listed above. Such notices shall be given by personal delivery or by overnight delivery or by certified mail and shall be effective upon personal delivery or if mailed, one day after mailing by overnight carrier and three days after mailing if by certified mail, properly addressed and postage prepaid.

25. Incorporation of Documents

The attached Program Narrative and Budget are hereby incorporated into this Agreement. The Contractor agrees to perform the functions described with particularity in the Program Narrative, and agrees to abide by the conditions established for payment in the Budget.

PROGRAM NARRATIVE

Board of Education of Jefferson County, Kentucky
3332 Newburg Road, Louisville, Kentucky 40232

Adult & Continuing Education
546 South First Street, Louisville, KY 40202

KentuckianaWorks Youth Career Center

JULY 1, 2012 – JUNE 30, 2013

Foundation Funding Streams

1. Louisville Metro Housing Authority – Specific program functions.
2. General Donations – Specific program functions.

Scope of Agreement

Target Population: Out-of-school youth and youth seeking summer employment ages 16-21.

Note: Required program functions and core program components may vary based on funding stream and may not apply to specialized grants other than General funds.

Core Program Components provided by the Contractor:

- Community outreach and program promotion
- Contextualized basic skills and GED remediation
- Work readiness training prior to job placement (unless otherwise approved—for the purposes of SummerWorks). ***Note: Work readiness training for the purposes of the Youth Opportunity Showcase and SummerWorks should be on-going/year-round.***
- Leadership and professional development activities as required by KentuckianaWorks
- Enrollment into advanced and occupational skills training

Required Program Functions (as applicable and/or for SummerWorks programming):

- Recruitment and program orientation
- Pre- and post-assessment (if applicable)
- Work Ready Certifications
- Enrollment and submission of required documentation
- Data entry, file documentation and tracking
- Case Management
- Comprehensive guidance and career counseling services
- Performance based incentives
- Job development assistance for the purpose of SummerWorks

- Job matching
- Job placement
- Job tracking

Detail of Required Program Functions:

- Track daily customer flow into the Youth Career Center including, but not limited to, new and repeat SummerWorks customers.
- Conduct outreach (across Greater Louisville), recruit, submit documentation for certification, and enroll youth into the SummerWorks program. ***Note: Recruitment should be a year-round activity.***
- Complete and fulfill all paperwork, data entry, reporting, and other program requirements as defined by KentuckianaWorks. ***Note: Data on all client files must be entered into the local and state MIS within 14 days of the program eligibility date.***
- Conduct, document, and report pre and post assessment scores that indicate work readiness skill levels and demonstrate youth progression during program participation.
- Conduct job development to include securing summer employment opportunities for youth, creating strategic employer partnerships, and subsidized or unsubsidized work experiences.
- Conduct site visits to the locations of participating worksite providers for SummerWorks.
- Provide job search assistance and placement services for all program eligible youth.
- Track, verify, and report SummerWorks customer participation, progression, and placement to KentuckianaWorks on a weekly basis (as required and/or during summer months).
- Designate staff to track, aggregate, and report progress towards contractual and mandated performance on a weekly basis (as required and/or during summer months).
- Submit weekly SummerWorks reports by Noon on each Monday. Reporting time periods may vary but will be during the period immediately following the Youth Showcase up to a month following the summer jobs placements.
- Track participant demographics (in spreadsheet form) for the purposes of SummerWorks. Data elements are subject to change and include but are not limited to:
 - Youth name
 - Age
 - School status (i.e. K-12, drop-out, graduated K-12, in college, college/Post-secondary training graduate)
 - Race
 - Gender
 - Zip Code
 - Placement (business)
 - Completed/withdrew

Additional Program Elements:

Monitoring

- JCPSACE will internally monitor both paper and electronic customer files to ensure contract compliance, timeliness of completion of documentation and follow-up, and performance objectives and program outcomes will be met or exceeded. Internal monitoring reports must be submitted to KentuckianaWorks on a periodic basis (as specified). In addition, KentuckianaWorks will monitor paper and electronic customer files as needed. Findings from monitoring files will be submitted to the Contractor by KentuckianaWorks on a monthly basis as appropriate. The contractor shall respond to all findings within thirty (30) days. If the contractor does not respond to findings, a corrective action plan from the Contractor shall be submitted.
- KentuckianaWorks shall conduct on-going monitoring on a quarterly basis in order to assess the progress of all program functions.

Incident Reports: The Contractor will provide (in writing) incident reports for (but not limited to) the following: theft, fighting, vandalism, and/or altercations with staff or other participants. KentuckianaWorks should also be notified if there is a participant or staff member who was involved in any off-site incident which has drawn/has the potential to draw media coverage.

Incident reports must be submitted within 48 hours of the incident occurring.

Publicity and Media Releases: The Board of Education of Jefferson County, Kentucky, will coordinate and obtain approval through the KentuckianaWorks Communication Department for all products dealing with media relations describing projects or programs funded in whole or in part with KentuckianaWorks money. Such products include: news releases (press releases and media advisories), media events, media interviews, advertising, print articles, public service announcements, and strategic marketing efforts. In addition, the KentuckianaWorks logo is to be placed on all written materials used in conjunction with the project including all program activities. Further, the Contractor will clearly identify the U.S. Department of Labor, Office of Employment & Training, and/or other appropriate funding sources as required by KentuckianaWorks.

Printed Materials: All printed material used and distributed must receive prior approval from KentuckianaWorks. Feedback or approval will given in a reasonable time frame and shall not exceed 7 days (unless the request is urgent) except in extreme circumstances where staff members are not present.

Communication: KentuckianaWorks and Contractor staff must respond to written and voicemail correspondence in a timely manner.

In the event that a point staff person will not be present, a back-up must be designated. If reasonable time parameters aren't met regarding correspondence, notification will be made up the chain of command and documented.

Deadlines: Contractor staff must adhere to all KentuckianaWorks deadlines with regard to reports, monitoring concerns, performance requirements, data cleanup, and submission of paperwork etc. If deadlines can not be met, a formal request for an extension must be sent via e-mail to the program manager for proper approval. If extensions have not been formally requested and approved, notification of late submission will be made up the chain of command and documented.

Holidays and Closing: A program calendar must be submitted to KentuckianaWorks at the beginning of the program year (July 1st) for approval. All days of closing or early dismissal that are not specified on the (approved) calendar must be submitted to KentuckianaWorks for approval.

Budget Narrative

a. This is a cost reimbursement contract. The total budget shall not exceed amounts specified in each budget. Invoices and other documents will be submitted in a format and on a schedule directed or approved by the Foundation.

b. Since the Contractor, Board of Education of Jefferson County, Kentucky represents that it is
☒ a public entity

☐ a private non-profit entity,

☐ an institution of higher education

☐ a for-profit entity other than an institution of higher education,
such Contractor

☒ is

☐ is not

subject to the Single Audit requirements referenced in Section 10.1, of this Agreement.

c. The Contractor's fiscal year ends on June 30th and any required audit, or listing of Federal funds received in the fiscal year, must be submitted to the Foundation, at the address given in Section III above, within three months of that date. If for any reason a required audit will not be completed within the three-month deadline, the Contractor must request in writing an extension of the stipulated deadline or will be considered in violation of this Agreement so as to be ineligible for compensation until the violation is rectified.

d. Furthermore, since the Contractor represents that it is

☒ a public entity scheduled to receive payment other than off-the-shelf tuition and/or fees

☐ a public entity scheduled to receive payment only for off-the-shelf tuition and/or fees,

☐ a private non-profit entity,

() a for-profit entity,
such Contractor

(x) is

() is not

required to track expenditures under this Agreement with a view to determining program income, as delineated in Section 3.5 of this Agreement.

e. Job descriptions of staff members to be employed for this program follow the budget.

Budget Line Item Definitions/Requirements

- **Assessment** – This line item is to be used to cover the costs of assessment and GED attainment fees only. These costs should directly relate to deliverables outlined in the program narrative.
- **Dues/Subscriptions** – Subscriptions to journals, magazines, etc. that are considered reasonable and provide relevant information as it relates to the program funded by KentuckianaWorks will be allowed. All of subscriptions must be approved by KentuckianaWorks.
- **Educational Materials** – This line item is to be used to cover the cost of purchasing educational materials (manuals, study guides, and tools directly related to a curriculum or resource for learning. Written documentation must be provided to KentuckianaWorks that demonstrates that these materials cannot be purchased with other funds that the contractor receives and that all materials will be used for the benefit of Youth Career Center customers only.
- **Equipment and Software** – This line item is to be used to cover the costs of any equipment or software desired by the subcontractor. All requests must be approved by KentuckianaWorks. After approval is obtained, orders for all electronic equipment and/or software are placed and coordinated through KentuckianaWorks.
- **Fringe Benefits** – The approximate percentage of position salary that it will cost to provide established company benefits such as health insurance life, dental, etc. Benefits should be based upon the Contractor's written personnel policy for all employees. Daily employee parking in a garage or lot where required is considered a fringe benefit and so should be included in this line item as well.
- **Furniture and Other Approved Equipment** – This line item is used to cover the costs of furniture including desks, chairs, tables, bookcases, file cabinets, and fax machines. Before any purchases are made using this line item, requests accompanied by a written rationale must be submitted to KentuckianaWorks. All items must be reported on the Contractor's inventory and is considered to be the property of KentuckianaWorks. This line-item does not cover computer, copier, electronic, or related equipment.

- **Office Supplies and Copying** – This line item is used to cover costs of office supplies directly related to Youth Career Center program only. This includes items such as ink pens, paper clips, etc.
- **Printing** – This line item is used to cover costs for printing materials to be used in the course of providing contractual services to Youth Career Center customers only.
- **Participant Expenses** – This line item is used to cover costs such as participant Awards, background checks, bonding as appropriate, ID/Name Badges, Incentives, and stipends. These items must be identified during negotiation of the contract and approved by KentuckianaWorks.
- **Planned Miscellaneous** – This line item is used to cover costs that contractor desires but they do not fit under any other line item. These items need to be clearly stated and receive prior approval from KentuckianaWorks.
- **Position Title/Personnel** – This line item is used to cover specific costs associated with positions needed to perform requested services. Positions must be clearly defined and specify job functions and responsibilities as they relate to this contract.
- **Postage/Courier Service** – This line item is used to cover costs related to using USPS, as well as Fed Ex, UPS, etc as necessary. If required to carry out obligations under contract expenses for Courier Service also come under this line item.
- **Security** – This line item is to be used only where security is required for the safety of staff and/or participants in the course of conducting the program.
- **Staff Development** – This line item is used to cover costs of advancing the knowledge of employees providing direct program services. Requests for reimbursements under this category must contain descriptions of activities and benefit to the employee and KentuckianaWorks programs.
- **Travel (Local)** – This line item is used to cover the costs of local travel to meeting and activities using personal transportation (vehicles) within a fifty mile radius from central office. Meetings are required to be relevant to contract and to the benefit of the clients being served. Local travel is considered within a fifty- mile radius of business location. Mileage reimbursement is to be in accordance with the contractor's established mileage policy or an agreed upon amount reached during contract negotiation. Parking expenses incurred will also be reimbursed under this line item.
- **Travel (Out of Town)** – This line item is used to cover the costs of staff attending meetings and conferences that directly relate to the program being administered by the contractor.
- **Unforeseen Miscellaneous** – This line item is to be used to cover costs that don't fit within definitions specified above. It will not be used to cover cost overruns in individual line items. An example would be covering the cost of an interpreter not initially needed when the budget was initially finalized. NOTE: Total combined Unforeseen Miscellaneous and Contractual not to exceed 2% of total budget.

- **Utilities** – The incurred cost (if not included in rent) of water, sewage, gas, electric, and garbage pick up if not available free of charge at office facility.

NOTE: Funds cannot be used to market or support programs and services not related to this agreement. This includes paying for advertising of positions, completing and filing annual reports, business plan costs, legal services, or activities not directly related to this agreement.

Budget line items and/or definitions cannot be added or changed without a written request and prior approval from KentuckianaWorks.

The following items require approval from KentuckianaWorks:

- All requests for equipment and/or software (these items must also be tagged for inventory).
- Individual materials or quantities of materials that total \$250 in amount.
- Individual monthly travel exceeding \$250 in amount.
- Out-of town travel outside the seven-county service area.
- All field trips.

Requests for these items must be submitted in writing and accompanied by a written rationale. Items that have not been approved by KentuckianaWorks will be deemed a disallowed cost and shall not be reimbursed.

****** Budget amounts will be added upon notification. Amounts are subject to change based on the availability of funding.**

1. Line Item Budget: Louisville Metro Housing Authority

<u>LINE ITEM</u>	<u>GLWIB COST</u>
Funding Source:	
Extended Days: Extended hours and/or days for use by 187-day contract staff to use above contract scheduled days	\$13,900
Fringe @ approximately 17%	\$2,425
Part time Instructor / Career Developer: 9 Part-time to work an avg. of 13 – 19.75 hours per week for an estimated 4 weeks	\$17,500
Fringe @ approximately 17%	\$3,052
Travel: In-County	
Participant Expenses	\$1,000
Educational Materials and Supplies	\$1,123
TOTAL FUNDS Requested	\$39,000

***Requested fund amounts are subject to change relative to funding availability from grantors.**

Detail of Positions, Qualification, Wages and Benefits (PAGE 1 OF 2)

Position Title:	Case Management Coordinator: Extended Day	
Number of Positions:	Full Time: 1	Part Time: 0
Estimated Dates of Employment	7/01/2012 – 6/30/2013	
Approximate Hourly Wage Range For Position:	\$25 to \$32	
Average Hours Scheduled Per Week:	8 Hours (1 Extended Day)	
Fringe Benefit Rate: (17% Payroll Tax Only)	Benefits: KTRS, Medicare, unemployment, workers' compensation, etc.	
Position Funding Source: Employees of an organization may be paid by more than one funding source. The table below requests a breakout of how each position is being funded. For example, a full time employee could be funded by the GLWIB to work 20 hours a week for purposes of this contract with the remaining 20 hours funded by non-GLWIB resources.		

	GLWIB funded	Non-GLWIB funded	Other programs not pertaining to this proposal but funding this position	Total
Average Hours per Week	8	0	0	8
Estimated No. of Weeks	10	0	0	10
Wage Range	\$2,000 to \$2,560	0	0	\$2,000 to \$2,560
Fringe Benefits at 17%	\$340 to \$435	0	0	\$340 to \$435

Detail of Position, Qualifications, Wages and Benefits (Page 2 of 2)

Position Title: Case Management Coordinator

Specific Duties Related to Proposed Service:

Define position and provide explanation as to how position serves proposal:

1. Responsible for the recruitment of customers.
2. Responsible for providing eligibility determination services.
3. Responsible for working with customer to develop the Career Portfolio.
4. Responsible for monitoring the customer's progress with program services and activities.
5. Responsible for contact with employers.
6. Responsible for conducting outreach programs for partners.
7. Responsible for overseeing prospective areas (e.g. career services, job development, case management) and generating monthly reports.
8. Other duties as assigned.

Minimum Qualifications:

Education: Minimum Requirement: Bachelor's Degree

1. Experience:
 - a. Good communication skills essential.
 - b. Good organization skills important.
2. Other Qualifications:
 - a. Good attitude and out-going personality
 - b. Experience working with at-risk youth populations.

Detail of Positions, Qualification, Wages and Benefits (PAGE 1 OF 2)

Position Title:	Adult Education Career Developer: Extended Day	
Number of Positions:	Full Time: 3	Part Time: 0
Estimated Dates of Employment	7/01/2012 – 6/30/2013	
Approximate Hourly Wage Range For Position:	\$25 to \$29	
Average Hours Scheduled Per Week:	8 Hours (1 Extended Day)	
Fringe Benefit Rate: (17% Payroll Tax Only)	Benefits: KTRS, Medicare, unemployment, workers' compensation, etc.	
Position Funding Source: Employees of an organization may be paid by more than one funding source. The table below requests a breakout of how each position is being funded. For example, a full time employee could be funded by the GLWIB to work 20 hours a week for purposes of this contract with the remaining 20 hours funded by non-GLWIB resources.		

	GLWIB funded	Non-GLWIB funded	Other programs not pertaining to this proposal but funding this position	Total
Average Hours per Week	8	0	0	8
Estimated No. of Weeks	10	0	0	10
Wage Range	\$2,000 to \$2,320	0	0	\$2,000 to \$2,320
Fringe Benefits at 17%	\$340 to \$394	0	0	\$340 to \$394

Detail of Position, Qualifications, Wages and Benefits (Page 2 of 2)

Position Title: **Adult Education Career Developer**

Specific Duties Related to Proposed Service:

Define position and provide explanation as to how position serves proposal:

- a.) Responsible for recruitment of customers.
- b.) Responsible for providing eligibility determination services.
- c.) Responsible for working with customer to develop the Career Plan and set goals.
- d.) Responsible for monitoring the customer's progress with program services and activities.
- e.) Responsible for follow-up and documentation of customer progress toward academic and work-related goals.
- f.) Responsible for case management of clients.
- g.) Other duties as assigned.

Minimum Qualifications:

- a) Education: Minimum Requirement: Bachelor's Degree
- b) Experience:
 - a. Good communication skills essential
 - b. Good organization skills important.
- c) Other Qualifications:
 - a. Good attitude and out-going personality
 - b. Experience working with at-risk youth populations.

Detail of Positions, Qualification, Wages and Benefits (PAGE 1 OF 2)

Position Title:	Adult Education Instructor: Extended Day	
Number of Positions:	Full Time: 2.5	Part Time: 0
Estimated Dates of Employment	7/01/2012 – 6/30/2013	
Approximate Hourly Wage Range For Position:	\$25 to \$29	
Average Hours Scheduled Per Week:	8 Hours (1 Extended Day)	
Fringe Benefit Rate: (17% Payroll Tax Only)	Benefits: KTRS, Medicare, unemployment, workers' compensation, etc.	
Position Funding Source: Employees of an organization may be paid by more than one funding source. The table below requests a breakout of how each position is being funded. For example, a full time employee could be funded by the GLWIB to work 20 hours a week for purposes of this contract with the remaining 20 hours funded by non-GLWIB resources.		

	GLWIB funded	Non-GLWIB funded	Other programs not pertaining to this proposal but funding this position	Total
Average Hours per Week	8	0	0	8
Estimated No. of Weeks	10	0	0	10
Wage Range	\$2,000 to \$2,320	0	0	\$2,000 to \$2,320
Fringe Benefits at 17%	\$340 to \$394	0	0	\$340 to \$394

Detail of Position, Qualifications, Wages and Benefits (Page 2 of 2)

Position Title: **Adult Education Instructor**

Specific Duties Related to Proposed Service:

Define position and provide explanation as to how position serves proposal:

- a.) Responsible for providing basic academic skills upgrade assistance.
- b.) Assist customers with job search activities and resume writing.

Minimum Qualifications:

1. Education: Minimum Requirement: Bachelor's Degree
2. Experience: Successful experience in providing services to at-risk populations, especially youth, preferred.

Other Qualifications: Successful experience in organizational development and program management.

Detail of Positions, Qualification, Wages and Benefits (PAGE 1 OF 2)

Position Title:	Part-time Instructor / Career Developer	
Number of Positions:	Full Time:	Part Time: 9
Estimated Dates of Employment	7/01/2012 – 6/30/2013	
Approximate Hourly Wage Range For Position:	\$25 to \$28	
Average Hours Scheduled Per Week:	16	
Fringe Benefit Rate: (17% Payroll Tax Only)	Benefits: KTRS, Medicare, workers' compensation, unemployment compensation, and liability insurance.	
Position Funding Source: Employees of an organization may be paid by more than one funding source. The table below requests a breakout of how each position is being funded. For example, a full time employee could be funded by the GLWIB to work 20 hours a week for purposes of this contract with the remaining 20 hours funded by non-GLWIB resources.		

	GLWIB funded	Non-GLWIB funded	Other programs not pertaining to this proposal but funding this position	Total
Average Hours per Week	16	0	0	16
Estimated No. of Weeks	4	0	0	4
Wage Range	\$1,600 - \$1,792	0	0	\$1,600 - \$1,792
Fringe Benefits at 17%	\$272 - \$305	0	0	\$272 - \$305

*Hours worked per part-time instructor will vary based on particular expertise of the part-time instructor in meeting programmatic needs.

Detail of Position, Qualifications, Wages and Benefits (Page 2 of 2)

Position Title: **Part-time Instructor / Career Developer**

Special Specific Duties Related to Proposed Service:

Define position and provide explanation as to how position serves proposal:

- a. Responsible for providing basic academic skills upgrade assistance.
- b. Assisting customers with job search activities and resume writing.
- c. Responsible for recruitment of customers.
- d. Responsible for providing eligibility determination services.
- e. Responsible for working with customers to develop Career Plan and set goals.
- f. Responsible for monitoring the customer's progress with program services and activities.
- g. Responsible for follow-up and documentation of customer progress toward academic and work-related goals.
- h. Other duties as assigned.

Minimum Qualifications:

1. Education: Minimum Requirement: Bachelor's Degree
2. Experience:
 - a. Successful experience in providing services to at-risk populations, especially youth, preferred.
 - b. Good communication skills essential.
 - c. Good organizational skills important.
3. Other:
 - a. Successful experience in organizational development and program management.
 - b. Good attitude and out-going personality.

2. Line Item Budget: General Donations

<u>LINE ITEM</u>	<u>GLWIB COST</u>
Funding Source:	
Part-Time Administrator: 1 Part-Time to work approx. 8 – 24 hours per week for an estimated 9 weeks	\$6,316
Fringe @ approximately 4%	\$245
Extended Days: Extended hours and/or days for use by 187-day contract staff to use above contract scheduled days	\$2,063
Fringe @ approximately 4%	\$92
Part-Time Lead Instructor: 1 Part-Time to work approx. 19.75 hours per week for an estimated 4 weeks	\$2,055
Fringe @ approximately 5%	\$110
Part time Instructor / Career Coach: 20 Part-time to work an avg. of 10 - 18 hours per week for an estimated 6 weeks	\$35,820
Fringe @ approximately 9%	\$3,255
Instructional Assistant: 2 Part-Time to work approx. 10 – 19.75 hours per week for an estimated 9 weeks	\$2,220
Fringe @ approximately 10%	\$230
Travel: In-County	\$2,734
TOTAL FUNDS Requested	\$55,140

**Requested fund amounts are subject to change relative to funding availability from grantors.*

Detail of Positions, Qualification, Wages and Benefits (PAGE 1 OF 2)

Position Title:	Part-Time Administrator	
Number of Positions:	Full Time:	Part Time: 1
Estimated Dates of Employment	7/01/2012 – 6/30/2013	
Approximate Hourly Wage Range For Position:	\$36 to \$42	
Average Hours Scheduled Per Week:	17	
Fringe Benefit Rate: (4% Payroll Tax Only)	Benefits: KTRS, workers' compensation, liability, and Medicare.	
Position Funding Source: Employees of an organization may be paid by more than one funding source. The table below requests a breakout of how each position is being funded. For example, a full time employee could be funded by the GLWIB to work 20 hours a week for purposes of this contract with the remaining 20 hours funded by non-GLWIB resources.		

	GLWIB funded	Non-GLWIB funded	Other programs not pertaining to this proposal but funding this position	Total
Average Hours per Week	17	0	0	17
Estimated No. of Weeks	9	0	0	9
Wage Range	\$5,508 - \$6,426	0	0	\$5,508 - \$6,426
Fringe Benefits at 4%	\$220 - \$257	0	0	\$220 - \$257

Detail of Position, Qualifications, Wages and Benefits (Page 2 of 2)

Position Title: **Part-Time Administrator**

Specific Duties Related to Proposed Service:

Define position and provide explanation as to how position serves proposal:

- a.) Responsible for oversight of the SummerWorks program including attending planning meetings as an advisor and hiring summer staff.
- b.) Other duties as assigned.

Minimum Qualifications:

- 1. Education: Minimum Requirement: Master's Degree
- 2. Experience: Successful experience in program management, project management, and staff supervision. Preferred experience in education and in providing services to at-risk populations, especially youth.
- 3. Other Qualifications: Good communication and organizational skills essential. Good attitude and outgoing personality essential to maintaining positive relationships with customers and partners.

Detail of Positions, Qualification, Wages and Benefits (PAGE 1 OF 2)

Position Title:	Case Management Coordinator: Extended Day	
Number of Positions:	Full Time: 1	Part Time: 0
Estimated Dates of Employment	7/01/2012 – 6/30/2013	
Approximate Hourly Wage Range For Position:	\$25 to \$32	
Average Hours Scheduled Per Week:	9 Hours	
Fringe Benefit Rate: (4% Payroll Tax Only)	Benefits: KTRS, Medicare, unemployment, workers' compensation, etc.	
Position Funding Source: Employees of an organization may be paid by more than one funding source. The table below requests a breakout of how each position is being funded. For example, a full time employee could be funded by the GLWIB to work 20 hours a week for purposes of this contract with the remaining 20 hours funded by non-GLWIB resources.		

	GLWIB funded	Non-GLWIB funded	Other programs not pertaining to this proposal but funding this position	Total
Average Hours per Week	9	0	0	9
Estimated No. of Weeks	9	0	0	9
Wage Range	\$2,025 to \$2,592	0	0	\$2,025 to \$2,592
Fringe Benefits at 4%	\$81 to \$104	0	0	\$81 to \$104

Detail of Position, Qualifications, Wages and Benefits (Page 2 of 2)

Position Title: Case Management Coordinator: Extended Day

Specific Duties Related to Proposed Service:

Define position and provide explanation as to how position serves proposal:

- a. Responsible for oversight of part-time career coaches.
- b. Responsible for documentation of all students for program registration and eligibility.
- c. Responsible for data collection and management related to this project.

Minimum Qualifications:

1. Education: Minimum Requirement: Bachelor's Degree; Preferred Education: Master's Degree
2. Experience: Successful experience in program management, project management, and staff supervision. Preferred experience in education and in providing services to at-risk populations, especially youth.
3. Other Qualifications: Good communication and organizational skills essential. Good attitude and outgoing personality essential to maintaining positive relationships with customers and partners.

Detail of Positions, Qualification, Wages and Benefits (PAGE 1 OF 2)

Position Title:	Part-Time Lead Instructor	
Number of Positions:	Full Time:	Part Time: 1
Estimated Dates of Employment	7/01/2012 – 6/30/2013	
Approximate Hourly Wage Range For Position:	\$25 to \$28	
Average Hours Scheduled Per Week:	19.75 Hours	
Fringe Benefit Rate: (5% Payroll Tax Only)	Benefits: KTRS, Medicare, unemployment, workers' compensation, etc.	
Position Funding Source: Employees of an organization may be paid by more than one funding source. The table below requests a breakout of how each position is being funded. For example, a full time employee could be funded by the GLWIB to work 20 hours a week for purposes of this contract with the remaining 20 hours funded by non-GLWIB resources.		

	GLWIB funded	Non-GLWIB funded	Other programs not pertaining to this proposal but funding this position	Total
Average Hours per Week	19.75	0	0	19.75
Estimated No. of Weeks	4	0	0	5
Wage Range	\$1,975 to \$2,212	0	0	\$1,975 to \$2,212
Fringe Benefits at 5%	\$99 to \$111	0	0	\$99 to \$111

Detail of Position, Qualifications, Wages and Benefits (Page 2 of 2)

Position Title: **Part-Time Lead Instructor**

Specific Duties Related to Proposed Service:

Define position and provide explanation as to how position serves proposal:

- a. Responsible for coordinating the instruction and logistics of Ice House curriculum and serving as the substitute teacher if someone is out unexpectedly.
- b. Responsible for coordinating the orientation for youth.
- c. Responsible for working with KentuckianaWorks on the logistics of the Leaders Retreat.
- d. Other duties as assigned.

Minimum Qualifications:

1. Education: Minimum Requirement: Bachelor's Degree; Preferred Requirement: Master's Degree
2. Experience: Successful experience in dynamic teaching and workshop presentation. Preferred experience providing services to at-risk populations, especially youth. Good communication and organization skills essential.
3. Other Qualifications: Good attitude and out-going personality essential to maintaining positive relationship with customers.

Detail of Positions, Qualification, Wages and Benefits (PAGE 1 OF 2)

Position Title:	Part-Time Instructor / Career Coach	
Number of Positions:	Full Time:	Part Time: 20
Estimated Dates of Employment	7/01/2012 – 6/30/2013	
Approximate Hourly Wage Range For Position:	\$25 to \$28	
Average Hours Scheduled Per Week:	11 Hours	
Fringe Benefit Rate: (9% Payroll Tax Only)	Benefits: KTRS, CERS, Medicare, unemployment, workers' compensation, etc.	
Position Funding Source: Employees of an organization may be paid by more than one funding source. The table below requests a breakout of how each position is being funded. For example, a full time employee could be funded by the GLWIB to work 20 hours a week for purposes of this contract with the remaining 20 hours funded by non-GLWIB resources.		

	GLWIB funded	Non-GLWIB funded	Other programs not pertaining to this proposal but funding this position	Total
Average Hours per Week	11	0	0	11
Estimated No. of Weeks	6	0	0	6
Wage Range	\$1,650 to \$1,848	0	0	\$1,650 to \$1,848
Fringe Benefits at 9%	\$149 to \$166	0	0	\$149 to \$166

Detail of Position, Qualifications, Wages and Benefits (Page 2 of 2)

Position Title: **Part-Time Instructor / Career Coach**

Specific Duties Related to Proposed Service:

Define position and provide explanation as to how position serves proposal:

- a. Responsible for providing instruction of Ice House curriculum.
- b. Responsible for recruitment and job placement for eligible youth.
- c. Responsible for coaching and mentoring interns (must contact each intern a minimum of once a week).
- d. Responsible for contacting each intern's worksite supervisor once a week to monitor intern's successful integration into the workplace.
- e. Responsible for helping resolve any issues in regard to youth's work place experience.
- f. Responsible for assisting youths' in completing the job readiness and financial literacy curricula.

Minimum Qualifications:

- 1. Education: Minimum Requirement: Bachelor's Degree
- 2. Experience: Successful experience in dynamic teaching and workshop presentation. Preferred experience providing services to at-risk populations, especially youth.
- 3. Other Qualifications: Good communication and organizational skills essential. Good attitude and outgoing personality essential to maintaining positive relationships with customers and partners. Transportation to visit worksites.

Detail of Positions, Qualification, Wages and Benefits (PAGE 1 OF 2)

Position Title:	Part-Time Instructional Assistant	
Number of Positions:	Full Time:	Part Time: 2
Estimated Dates of Employment	7/01/2012 – 6/30/2013	
Approximate Hourly Wage Range For Position:	\$10 to \$12	
Average Hours Scheduled Per Week:	12 Hours	
Fringe Benefit Rate: (10% Payroll Tax Only)	Benefits: FICA, Medicare, unemployment, workers' compensation, liability, etc.	
Position Funding Source: Employees of an organization may be paid by more than one funding source. The table below requests a breakout of how each position is being funded. For example, a full time employee could be funded by the GLWIB to work 20 hours a week for purposes of this contract with the remaining 20 hours funded by non-GLWIB resources.		

	GLWIB funded	Non-GLWIB funded	Other programs not pertaining to this proposal but funding this position	Total
Average Hours per Week	12	0	0	12
Estimated No. of Weeks	9	0	0	9
Wage Range	\$1,080 to \$1,296	0	0	\$1,080 to \$1,296
Fringe Benefits at 10%	\$108 to \$130	0	0	\$108 to \$130

Detail of Position, Qualifications, Wages and Benefits (Page 2 of 2)

Position Title: **Part-Time Instructional Assistant**

Specific Duties Related to Proposed Service:

Define position and provide explanation as to how position serves proposal:

- a. Responsible for email and phone communication with youth and maintaining records of contacts made.
- b. Responsible for maintaining youth files, keeping a spreadsheet of important data, and office support such as making copies, generating forms and sending out mailings.
- c. Other duties as assigned.

Minimum Qualifications:

1. Education: Minimum Requirement: High School Diploma or GED
2. Experience: Good phone and written communication skills essential. Experience with Microsoft Office software, especially Excel.
3. Other Qualifications: Good attitude and out-going personality key to make initial contact with customers positive and encouraging.

APPROVED AND CERTIFIED: To be a grant of funds previously approved by the Foundation.

WITNESS The Agreement of the parties hereto and attested by their signature affixed hereon.

The Foundation

The Contractor

KentuckianaWorks Foundation, Inc.

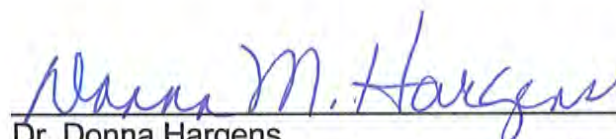
Board of Education of Jefferson County, Kentucky

By:



Michael B. Gritton

Executive Director



Dr. Donna Hargens

Superintendent

8/16/12

APPROVED AS TO FORM:

MICHAEL J. O'CONNELL



by
Eric Graninger
Assistant Jefferson County Attorney