

The Greater Louisville Workforce Investment Board

Contract No.: 211-202-14

Funding Source: U.S. Department of Labor Employment and Training Administration

Contractor: Jefferson County Board of Education

THIS AGREEMENT, made and entered into as of this 29th day of July, 2014, by and between the Greater Louisville Workforce Investment Board, Inc. d/b/a/ KentuckianaWorks, 410 West Chestnut Street, Suite 200, Louisville, Kentucky 40202 (the Board), as the Administrative Entity for the Greater Louisville Workforce Investment Area and Board of Education of Jefferson County Kentucky, 3332 Newburg Road, Louisville, Kentucky 40218 ("the Contractor").

W I T N E S S E T H:

WHEREAS the Board has received Federal Grants through the Department of Labor and through the Commonwealth of Kentucky, Education and Workforce Development Cabinet (WDC), which provide for expenditures to be made for various activities authorized by the Department of Labor and through the Commonwealth of Kentucky, and

WHEREAS the Board is responsible to the Department of Labor and the Commonwealth of Kentucky, Education and Workforce Development Cabinet for the expenditure of funds and program operations in compliance with provisions of the Department of Labor/Face Forward (DOLETA/FF) and its implementing regulations, directives and guidelines; and

WHEREAS the Board desires to have a range of training and employment activities and services for eligible customers under DOLETA/FF, and/ or other grants;

WHEREAS the Contractor is a party capable of providing certain training and/or employment activities or services for the Greater Louisville Workforce Investment Areas; and

WHEREAS the Board, in accordance with its Policies and Procedures, has selected the Contractor to provide DOLETA/FF services identified as the Kentucky Youth Career Center Face Forward program.

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

1. Scope of Agreement

The Contractor agrees to provide the specified training and/or employment activities or services for the requisite number of Face Forward eligible participants under the following terms and conditions:

1.1 Services

Contractor shall provide services that target court-involved/adjudicated/ex-offender youth ages 16-21 as identified customers as specified in the Program Narrative incorporated herein.

1.2 Duration of Contract

This contract shall begin the 29th day of July, 2014 and continue until the 30th day of June, 2015.

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 Board's obligations under this Agreement, the Board's rights and obligations under this Agreement shall terminate on the last day for which an appropriation has been made. The Board shall deliver notice to the Contractor of any such non-appropriation not later than 30 days after the Board has knowledge that the appropriation has not been made.

2. Compliance with Regulations

The Contractor shall comply with the applicable requirements of DOLETA/FF, its implementing regulations, and the applicable requirements of any and all legislation 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, titled "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).
- 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 Board 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 Board 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 Board 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 DOLETA/FF 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 Board 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 Board 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 Board 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 Narrative section of this Agreement, and financed with dollars reimbursable or otherwise payable under the Budget of this Agreement. The Board may in turn assign any such rights to the Office of Employment & Training (OET), or to the United States Department of Labor (DOL), if so required.

2.7 Funding sources

The Contractor will comply with the requirements set forth in any Education and Workforce Development Cabinet (WDC) contract executed with the Board, 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, Office of Employment & Training, KentuckianaWorks and/or other appropriate funding sources as required by the Board. The Contractor will submit any materials used for promotion of or recruitment for the program activities described here to the Board's designee.

2.8 Nepotism

The Contractor will comply with the Board'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 Board 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 Board, 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 WDC 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 Face Forward program by the Contractor, the Contractor may release information provided that the subcontractor agrees to the same terms and requirements on confidentiality,

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 Board, the Department of Labor, and/or the Office of Employment & Training to ensure a proper accounting for all funds.

- 3.3.2 The Board, 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 Board or its designees, the Louisville/Jefferson County Metro Government, the Office of Employment & Training, the United States Department of Labor, 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 Board. 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 Board.
- 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 Board 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 Board will not reimburse for costs that exceed individual line-items within cost categories.

- 3.4.3 The Contractor agrees to be accountable to the Board 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 Face Forward, and that any such funds used for training of individuals not enrolled in or served by Face Forward will be disallowed by the Board.

3.5 Close Out Report

The Contractor agrees to provide the Board 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 Board 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 Board in writing. If the Contractor is not approved to use these funds accordingly, income must be returned to the Board.

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 Board and must be retained in accordance with Louisville/Jefferson County Metro Government funding record retention requirements. Any failure on the Contractor's part to fully comply with Federal, Commonwealth of Kentucky, Louisville/Jefferson County Metro Government or Board 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 Board. Unless an extension of time is expressly granted, the Response will be submitted to the Board 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 Board 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 Board for purchase of any non-expendable property with Face Forward 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 Board, at the Contractor's own cost, any non-expendable property, whenever said property is no longer being utilized for Face Forward purposes, or whenever a contract or relationship between the Board and the Contractor ceases to exist. The Contractor will return said property, if any, to the location specified by the Board.

5. Liability of Board

In no event will the Board 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 Agreement including but not limited to the Contractor's infringement of any United States patents, copyrights, or rights in data. The Contractor agrees to indemnify and hold harmless the Board 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 the Board 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 Agreement shall remain the property of the Board. Contractor further agrees to procure insurance on

said equipment as set forth in Section 8.4.3 of this Agreement. Should this insurance fail to cover loss or damage to the items listed in Exhibit A for any reason, Contractor agrees to reimburse the Board the replacement cost of said item within 30 days of the loss.

7. Hold Harmless and Indemnification

To the extent permitted by Kentucky law the Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government and the Board, 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 Agreement 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 Board, 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 Agreement.

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 Agreement until all insurance required under the Agreement has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Board who may request review 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 proof 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 Board. The Louisville/Jefferson County Metro Government and the Board may require

Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government or the Board's 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:

"Louisville/Jefferson County Metro Government, the Greater Louisville Workforce Investment Board, Inc. d/b/a Kentuckiana Works, 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 Contract #211-202-14.

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 Agreement:

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, and Products/Completed Operations, including:

- i. Premises - Operations Coverage
- ii. Products and Completed Operations
- iii. Contractual Liability
- iv. Broad Form Property Damage
- v. 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** – If the Contractor has care, custody, and control of personal property owned by Louisville/Jefferson County Metro Government or the Board, then the Contractor shall secure insurance for that property. 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 Board 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

The Contractor shall procure and maintain insurance policies as described herein and for which the Board shall be furnished Certificates of Insurance upon the execution of the Agreement. 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 Agreement, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government at least fifteen (15) days prior to the expiration of any policy(s).

Upon execution of the Agreement, Certificates of Insurance as required above shall be furnished to:

KentuckianaWorks
410 West Chestnut Street, Suite 200
Louisville, KY 40202

AND

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

Louisville/Jefferson County Metro Government
Risk Management Division
611 West Jefferson Street
Louisville, KY 40202

Cancellation or Material Change of Coverage: Contractor shall notify 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 Louisville/Jefferson County Metro Government's Risk Management Division within two (2) business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. The Louisville/Jefferson County Metro Government 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 Louisville/Jefferson County Metro Government, a copy of the policy endorsement shall be provided to Louisville/Jefferson County Metro Government's Risk Management Division.

Approval of the insurance by the Louisville/Jefferson County Metro Government and the Board 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 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 Board 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 \$71,000 for delivery of DOL/FF services, as specified in the Program Narrative and Budget, more fully described below.

9.2 Under-expenditures

The Board 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 Board 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 Board 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 Board with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Board 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 Board, 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 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 Board, 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 of the written notice of cancellation, the Contractor will submit to the Board 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 Board. In the event of termination or cancellation, the Contractor shall not be relieved of liability to the Board for damages sustained by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for purposes of set-off until such time as the exact amount of damages due the Board from the Contractor is determined.

12.2 For cause

This Agreement may be terminated at any time for cause by the Board 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 Board shall provide written notice of termination to Contractor specifying the termination date and time. If the Board terminates this Agreement for cause, the Board 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 Board from the Contractor is determined. In addition, the Board 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 Agreement because of circumstances beyond its control, such as war, strike, act of God, or similar circumstances, then the Board may terminate this Agreement 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 Board 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 Board must or should bring legal or investigatory action against the Contractor or any Subcontractor for violation of this Agreement, regulations or procedures of the Board, the Office of Employment & Training, or the United States Department of Labor, or for audit or complaint of violations by or against Face Forward-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 Board is ultimately successful; but nothing contained herein will prevent the Board from settling or otherwise compromising such action without the imposition of costs, at the sole discretion of the Board.

14. Governing Law

This Agreement 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 courts 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 Board, 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 Board.

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 Agreement 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

Board of Education of Jefferson County, Kentucky
Adult and Continuing Education
546 South First Street, Louisville, Kentucky 40203.

Kentucky Youth Career Center

July 29, 2014 – JUNE 30, 2015

SCOPE OF PROGRAM

Note: Negotiated Program Activities for youth eligible for services shall not commence nor shall any funds be expended until KentuckianaWorks certifies all documentation submitted by the Contractor.

Target Population to be served: In-facility, in-school at-risk, recently released offender youth, ages 16-21. **Note:** Youth must reside in Louisville Metro Police Department (LMPD) divisions 1, 2, 4, and 6 (partial).

Number of Right Turn Eligible Youth to be served (New): 150

**The total number of youth required to be served with this funding is 300 over the course of 2 years. This enrollment number may need to be adjusted at a later date to meet the performance requirement.*

Core Program Components provided by the Contractor:

- Community outreach, recruitment and enrollment
- Basic skills / GED remediation
- Workshops relating to employment and leadership
- Career Development
- Enrollment into advanced and occupational skills training
- Transportation assistance (when appropriate)
- Job, college, training, apprenticeship and military placements
- Summer jobs recruitment & placement (employer and participant)
- Assistance with other required program functions included but not limited to expungement, diversion, and service learning.

Required Program Functions:

- Recruitment and program orientation
- Pre and post test assessments
- Enrollment
- Risk Assessment

- Data entry/case note documentation/tracking
- Case management
- Education services and workforce training
- Comprehensive guidance and counseling (developing and using the Individualized Career Development Plan—or the ICDP)
- Performance based incentives
- Supportive services
- Job development
- Job, college, training, apprenticeship and military placements
- Vendor Relations (as related to supportive services voucher processing) if applicable
- Mentor recruitment and training
- Follow-up services
- Assistance in the development and implementation of service learning projects (in partnership with outside contractors).
- Assistance in the development and implementation of restorative justice projects (in partnership with Restorative Justice Louisville).
- Assistance and follow up with all Legal Aid services (e.g. expungement)

Detail of Required Program Functions:

Accessibility

- Ensure that services are universally accessible to all Face Forward eligible youth.
- Ensure that disability and other accommodations are available when needed.

Enrollment and Outreach

- Actively recruit clients including ex-offenders and adjudicated youth from juvenile justice constituents, community-based organizations, and the schools etc. Also actively work on developing relationships with various other youth service agencies/entities in the community.
- Enroll clients into education services, activities, workshops and intensive services which ultimately lead to post-secondary education, apprenticeships, and/or employment.

Assessments and Goals

- Develop an Individualized Career Development Plan (ICDP) for each participant to address weekly and/or short and long term goals.
- Administer the assessments as required by DOLETA and/or the Board.
- Work with Legal Aid to provide expungement assessments & services.
- Document pre and post assessment scores for students that are basic skill deficient and obtain increases/skills gains for reporting purposes.
- Provide workshops relating to workplace performance.
- Provide workshops on life enhancing topics.
- Provide learning opportunities off-site and community service learning opportunities.
- Provide assistance and coaching for diversion/restorative justice projects.

Credential Attainment

- Provide educational assistance for individuals seeking a high school diploma or GED.
- Provide assistance for individuals seeking a college degree or training credential.
- Offer the NCRC as an additional service where applicable.

Mentoring

- At least 75% of Right Turn youth will work with a mentor on a maximum 1:4 ratio.
- Mentors must be matched with in-facility youth 60-90 days prior to release.
- Mentors must meet with the youth for at least an hour every week.
- Based on career and educational interests, mentors will help youth stay engaged and make progress in education and employer, constructive solve problems, access social services, and maintain contact with case managers (or other members of the transitional teams).

Job Development

- Provide job search assistance and placement services.
- Assist with job development to secure employment opportunities for youth.
- Provide job preparedness workshops to include resume development, interview skills, job search skills and referrals to job training and/or college. This includes financial management skills, soft skills and other job related skills.
- Assist participants in reviewing job postings and connecting to job leads.

Placements into training, college, apprenticeships or military

- Assist clients in entering training, apprenticeships, or post secondary education.
- Assist with military enrollment preparations.
- Conduct job development activities by establishing partnerships with businesses to secure training opportunities for youth.
- Establish relationships with local colleges and their academic advisors to assist with placements and ensure completion of programs.

Case Management Support

- Provide support and oversight to case managers.
- Monitor case managers to ensure compliance with their required job duties which include:
 - Providing case management services to clients using the Juvenile Justice Guideposts to Success.
 - Guiding and supporting each youth through the comprehensive career development process.
 - Assisting youth in developing their ICDP.
 - Working with the Legal Aid Society on expungement assessment and other services.

- Identifying and connecting youth to education and workforce development options.
- Serving as a job coach for youth to support their success and retention in work and educational experiences.
- Using the ICDP to connect youth to the supportive services they need for success.
- Beginning case management for confined youth starting 60-90 days before their transition home.

Restorative Justice & Community-Wide Violence Reduction

- Engage at least 50 youth in Restorative Justice Projects.
- Emphasize acquiring career-related skills, problem solving and critical thinking.
- Supervise projects on a 10:1 youth to supervisor ratio.
- Work with KentuckianaWorks on developing and strengthening collaborative efforts among faith-based and community organizations, etc.
- Work with KentuckianaWorks to create action plans which outline how community stakeholders can work together to implement violence reduction strategies.

Follow up Services

- Assist with coordination of follow up services to all eligible youth for 9 months following exit to ensure that post-exit goals are met.
- Provide supportive services as needed.
- Assist with the development and incorporation a closure plan that includes family members as well as other stakeholders.

Voucher Processing and Vendor Relations

- Managing the voucher system, as needed. This is defined as staff accountability and responsibility for the following:
 - Collecting and submitting invoices with appropriate support voucher documentation.
 - Collecting the records needed for successful processing and approval of payment before submission to KentuckianaWorks for reimbursement.
 - Ensuring the accuracy and validity of each pending support voucher in the local MIS system - including the appropriate entries for Support Services are entered in the Client Track system- prior to approving them for submission to KentuckianaWorks for reimbursement.
 - Reconciling and deleting pending and expired support vouchers in the local MIS as appropriate on a monthly basis.
 - Reconciling outstanding balances on support accounts in the local MIS as appropriate on a quarterly basis.
 - Contacting support vendors for issues pertaining to incomplete, incorrect, or expired vouchers.

- Reporting incidents of non-responsive / inactive support vendors to KentuckianaWorks on a quarterly basis or immediately if fiscal corrective action is required.

Reporting Requirements for the state and KentuckianaWorks

- Track daily customer flow including, but not limited to, new, repeat, and exited customers (in follow-up).
- Provide outcomes data in the areas as identified.
- Track and verify federal performance and contractual performance, in addition to customer participation, progression and placement to KentuckianaWorks on a monthly basis—by the 5th of each month.
- Complete all paperwork, data entry, and reporting requirements.
- Issue customer surveys as required by the IEL or KW.

Monitoring: JCPS Adult & Continuing Education will internally monitor both paper and electronic customer files to ensure compliance with DOLETA/FF, timeliness of completion of documentation and follow-up, and performance objectives and program outcomes. Internal monitoring reports must be submitted to KentuckianaWorks on a periodic basis. 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.

Program Functions	<u>Start Date</u>	<u>Projected Number of Hours of Service For Each Participant</u>	<u>End Date</u>
Plan & Train for Grant Implementation	8/1/2014	As needed	6/30/2015
Enrollment and Outreach	8/1/2014	As needed	6/30/2015
Assessment and Goals	8/1/2014	8-10 hours	6/30/2015
Connect to Education Opportunities	8/1/2014	As needed	6/30/2015
Mentoring	8/1/2014	As needed	6/30/2015
Job Development	8/1/2014	As needed	6/30/2015
Restorative Justice Projects	8/1/2014	As needed	6/30/2015
Community-wide Violence Reduction	8/1/2014	As needed	6/30/2015
Case Management Support	8/1/2014	As needed	6/30/2015
Legal Aid Services	8/1/2014	As needed	6/30/2015
Service Learning Projects	8/1/2014	As needed	6/30/2015
Voucher Processing & Vendor Relations	8/1/2014	As needed	6/30/2015
Follow-up Services	8/1/2014	As needed	6/30/2015

Target Population to be served:

- In-facility, in-school at-risk, recently released offender youth, ages 16-21 who live in LMPD divisions 1, 2, 4, and 6 (partial).

Number of Participants within Target Population to be Served:

- New youth enrollments FY14: 150
- Carryover youth from FY13:

DOLETA Performance Standards Negotiated with the State Department of Labor:

- The contractor is required to contribute to the achievement of overall mandated performance negotiated with State and Federal entities. Percentages and

requirements are subject to change based upon State, Federal, and other items as appropriate.

*The actual DOLETA/FF measures are currently under negotiation. Please however note the following required performance:

<u>Performance Measure</u>	<u>Louisville Face Forward Goals for 2014-215</u>
Enrollment	150
Entered Employment	At least 60% of youth 18+ that were out of school at enrollment will be placed into long-term occupational skills training, post-secondary education, military or unsubsidized employment.
Employment Retention	At 3-month follow-up, at least 50% of the youth placed in employment will still be at the same placement.
Recidivism	At 12-month follow-up, less than 20% of participants will have re-offended.
Entered Occupational Skills Training	At least 60% of participants will have entered or completed occupational skills training.
Industry Certification/Degree Attainment	At least 60% of participants will have enrolled in or completed an industry recognized certificate/degree program.
School Retention Rate	At least 50% of youth 17 and younger who entered the program without a HS diploma or GED will have attained a diploma or GED.
Mentoring Rate	At least 60% of participants who were either in school at enrollment or returned to school after enrollment remained in school for at least one year.
Diversion Target	At least 60% of active participants or those in follow-up status will receive mentoring services for at least six months.
Expungement Target	At least 60% of participants enrolled as diversion candidates will have at least one case close without adjudication.
	At least 60% of participants that needed expungement services will have at least one charge expunged.

Daily and Weekly Program Hours:

Service Site Location(s)	Program Hours	Total Hours Per Week
510 West Broadway, Suite 701 Louisville, KY 40202	8:30 – 5:00	42.5

Contact Person(s):

*Joyce Griffith, Director Adult & Continuing Education
Board of Education of Jefferson County, Kentucky
Adult & Continuing Education
(502) 485-7024
Joyce.griffith@jefferson.kyschools.us*

Minimum Participant Entry Requirements:

Eligible participants for services are defined as:

- Court-involved, adjudicated, or recently released youth ages 16 through 21 who are U.S. citizens or legal aliens and who are Face Forward-eligible per Federal guidelines.

B. PROGRAM DESIGN

1. Recruitment: Board of Education of Jefferson County will be responsible for recruiting, determining eligibility, and enrolling 150 new participants as stated in Program Narrative Scope of Program, Performance Standards/Projected Program Outcome(s) to meet all of the goals of this contract.
2. Certification: This contractor may enroll any applicant deemed appropriate for intensive services. All youth must meet minimum Face Forward eligibility requirements. *Note: Data on all client files must be entered into the local and state MIS within 14 days of the program eligibility date.*
3. Orientation and Assessment: Eligible youth will receive a program orientation, pre and post assessments (as required) utilizing nationally recognized instruments.
4. Referrals:

- Information on the full array of applicable or appropriate services that are available through the local board, eligible providers, and One-Stop partners;
- Referral to appropriate training, educational programs, and/or employer placements that have the capacity to serve the participant or applicant on a sequential or concurrent basis.

5. Staff:

The stated contractor will fund administrative and service staff specified in its proposal. List all positions to be funded in part or whole by this contract.

Total number of staff for this Contract:

Full Time (FT)	<u>2</u>
Part Time (PT)	<u>0</u>

Number of total staff above who will provide Direct Services:

Full Time (FT) providing Direct Services	<u>2</u>
Part Time (PT) providing Direct Services	<u>0</u>

Ratio of Direct Services staff to total participants to be served by this contract:

- Number of Full Time staff 2
- Number of Part Time staff 0
- Number of Participants to be served 150 New enrollments

Note: In addition to the on-site staff assigned to this project, KentuckianaWorks will assign 4 full-time case managers to work on the project. JCPSACE staff will assist with the on-boarding, training, and supervision of the case manager staff. The case managers will report to the assigned program coordinator on the project, but KentuckianaWorks will assume full responsibility and liability for each case manager.

6. Describe Facilities, Equipment and other Resources at the Contractor's Site(s), include Square Footage of Space:

KentuckianaWorks will provide a suitable space for services including associated facility costs. Equipment and furniture will be provided by KentuckianaWorks with supplementation by Contractor.

7. Electronic Equipment, Software, Training Materials, Etc. Associated with Services Provided by this Contract:

KentuckianaWorks will provide electronic equipment, software, training materials, etc.

8. Minimum documentation and Management of Records: All participant information (program and demographics) and other required data must be recorded in each participant's electronic file(s) as designated by KentuckianaWorks. All hard copy documents will be maintained in appropriate files. The Contractor will submit invoices and other financial data according to instructions issued by KentuckianaWorks staff.

9. Publicity and Media Releases: The Contractor 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 described in Section A, Number One. Further, the Contractor will clearly identify the U.S. Department of Labor, Institute for Educational Leadership, and/or other appropriate funding sources as required by KentuckianaWorks.

10. 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.

11. Printed Materials: All printed material used and distributed must receive prior approval from KentuckianaWorks. Approval will be given in a reasonable time frame and shall not exceed 48 except in extreme circumstances where staff members are not present.

- Communication: Contractor staff must respond to written and voicemail correspondence within the reasonable time frames.

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

12. **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.
13. **Holidays and Closing:** A program calendar must be submitted to KentuckianaWorks at the beginning of the contract term for approval. All days of closing or early dismissal that are not specified on the (approved) calendar must be submitted to KentuckianaWorks for approval.
14. **Contractor Collaboration, Cooperation, and Coordination:** The Contractor agrees that it will collaborate, cooperate, and coordinate services with other WIB contractors for the purpose of achieving WIB goals and providing exemplary service to our customers. Additionally, the Contractor will link with, refer participants to and otherwise collaborate, cooperate, and coordinate with any community resource regardless of its funding source in order to achieve the goals of this contract in the most efficient manner possible.
15. **Utilization of Contractor Resources:** Contractors are expected to apply their non-WIB funded resources, if the services provided are considered usual and customary and participants meet the eligibility requirements of the non-WIB funded resources in order to avoid duplication of services and to affect the most efficient use of community resources.
16. **Contract Extension:** This agreement will end on June 30, 2015. No extension is possible without specific action of the Workforce Investment Board.

Performance Objective		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1. <u>Carryover (0)</u>		0	0	0	0	0	0	0	0	0	0	0	0
2. <u>New Enrollment (150)</u>	Monthly	2	15	20	20	15	8	8	10	15	15	15	7
Total Clients: New and Carryover (150)	YTD	2	17	37	57	72	80	88	98	113	128	143	150
3. <u>Placement</u>	Monthly	1	3	4	5	5	2	2	4	4	4	6	4
	YTD	1	6	10	15	20	22	24	28	32	38	42	44
4. <u>Retention</u>	Monthly	0	0	1	2	3	2	2	4	4	2	1	1
	YTD	0	0	1	3	6	8	10	14	18	20	21	22
5. <u>Credential Attainment (Younger Youth)</u>	Monthly	0	0	1	1	1	1	0	0	1	1	6	10
	YTD	0	0	1	2	3	4	4	4	5	6	12	22
6. <u>School Retention</u>	Monthly	0	0	0	0	0	0	0	0	0	0	5	5
	YTD	0	0	0	0	0	0	0	0	0	0	5	10
7. <u>Credential Attainment (Older Youth)</u>	Monthly	0	2	2	3	5	1	1	2	3	4	5	5
8. <u>Recidivism</u>	Monthly	0	0	0	0	0	0	0	0	0	0	1	3
	YTD	0	0	0	0	0	0	0	0	0	0	1	4
9. <u>Diversion</u>	Monthly	0	0	0	1	1	1	1	1	1	1	1	1
	YTD	0	0	0	1	2	3	4	5	6	7	8	9

10. <u>Expungement</u>	Monthly	0	0	0	0	1	1	1	0	1	3	2	3	2
	YTD	0	0	0	1	1	2	3	3	4	7	9	12	14
11. <u>Exits</u>	Monthly	0	0	0	0	0	0	1	3	4	4	5	10	15
	YTD	0	0	0	0	0	0	1	4	8	12	17	27	43
12. Follow-up (9-month period)	Monthly	0	0	0	0	0	0	1	3	4	4	5	8	10
	YTD	0	0	0	0	0	0	1	4	8	12	17	25	35

- The performance plan represents the contractor's projection of the schedule of achievement of goals specified in this contract. This plan will be the foundation of the WIB's evaluation of contractor performance, but will not be the only measure of that performance. The contractor will provide monthly reports as required, success stories, and reports on youth in follow-up.

C. BUDGET

Budget Narrative:

- a. This is a cost reimbursement contract. The total budget shall not exceed \$71,000. Invoices and other documents will be submitted in a format and on a schedule directed or approved by the Board.
- b. Since the Contractor, Board of Education of Jefferson County KY represents that it is
 - ☒ (X) 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
 - ☒ (X) is
 - ☐ () is notsubject 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 Board, 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
 - ☒ (X) 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 notrequired 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.

D. Budget Line Item Definitions/Requirements

- **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.
- **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.
- **Office Supplies and Copying** – This line item is used to cover costs of office supplies directly related to Right Turn program only. This includes items such as ink pens, paper clips, etc.
- **Youth Development Activities** – This line item is used to cover costs such as participant Awards and/events, background checks (mentors included), bonding as appropriate, ID/Name Badges, Incentives, and stipends. These items must be identified during negotiation of the contract and approved by KentuckianaWorks.
- **Transportation**-This line item is used to cover transportation costs for eligible participants. Transportation costs must be tracked by funding stream.
- **Mileage & Travel**- 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. Out of state travel must be approved by KentuckianaWorks.

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.
- Travel exceeding \$250 in amount.
- Out-of town travel.
- 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.

E. Line Item Budget: Contract # 211-202-14

LINE ITEM	GLWIB COST
PROGRAM: Kentucky Youth Career Center Face Forward Program	
Program Coordinator: 1 Full-Time to work an avg. of 17 hours per week for an estimated 40 weeks	\$18,445
Fringe @ approximately 37.5%	\$6,917
Mentor Coordinator: 1 Full-Time to work an avg. of 17 hours per week for an estimated 40 weeks	\$18,445
Fringe @ approximately 37.5%	\$6,917
Extended Days: To be used by 187 Day Employees	\$6,511
Fringe @ approximately 18%	\$1,177
TOTAL PROGRAM SALARIES	\$43,401
TOTAL PROGRAM FRINGE	\$15,011
Travel	\$2,388
Office Supplies & Copying	\$2,200
Youth Development Activities	\$8,000
TOTAL FUNDS Requested	\$71,000

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

Position Title:	Program Manager	
Number of Positions:	Full Time: 1	Part Time:
Estimated Dates of Employment	8/1/2014 – 6/30/2015	
Approximate Hourly Wage Range For Position:	\$25 - \$29	
Average Hours Scheduled Per Week:	17	
Fringe Benefit Rate: (37.5% Payroll Tax Only)	Benefits: KTRS, health insurance, worker's compensation, life insurance, unemployment compensation, liability insurance, 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	17	0	17	34
Estimated No. of Weeks	40	0	40	40
Wage Range	\$17,000 - \$19,720	0	\$17,000 - \$19,720	\$34,000 – 39,440
Fringe Benefits at 37.5%	\$6,375 - \$7,395	0	\$6,375 - \$7,395	\$34,000 – 39,440

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

Position Title: **Program Manager**

Specific Duties Related to Proposed Service:

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

- a. Will serve as Team Leader.
- b. Responsible for the day to day management of the Right Turn and Face Forward programs, staff supervision, and program design.
- c. Responsible for developing and maintaining relationships with employers, social service agencies, and partners.
- d. Responsible for the recruiting of customers.
- e. Responsible for monitoring and reporting program outcomes.
- f. Other duties as assigned.

Minimum Qualifications:

- 1. Education: Minimum Requirement: Bachelor's Degree, Master's Degree Preferred
- 2. Experience: Successful experience in providing services to at-risk populations, especially youth, preferred.
- 3. Other Qualifications: Successful experience in organizational development and program management.

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

Position Title:	Mentor Coordinator	
Number of Positions:	Full Time: 1	Part Time:
Estimated Dates of Employment	8/1/2014 – 6/30/2015	
Approximate Hourly Wage Range For Position:	\$25 - \$29	
Average Hours Scheduled Per Week:	17	
Fringe Benefit Rate: (37.5% Payroll Tax Only)	Benefits: KTRS, health insurance, worker's compensation, life insurance, unemployment compensation, liability insurance, 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	17	0	17	34
Estimated No. of Weeks	40	0	40	40
Wage Range	\$17,000 - \$19,720	0	\$17,000 - \$19,720	\$34,000 – 39,440
Fringe Benefits at 37.5%	\$6,375 - \$7,395	0	\$6,375 - \$7,395	\$34,000 – 39,440

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

Position Title: **Mentor Coordinator**

Specific Duties Related to Proposed Service:

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

- a. Will serve as Team Leader support.
- b. Responsible for the day to day management of Right Turn and Face Forward mentor programs, staff supervision, and program design.
- c. Responsible for developing and maintaining relationships with employers, social service agencies, and partners.
- d. Responsible for the recruiting, training, matching, evaluating, and reporting outcomes of Mentors.
- e. Other duties as assigned.

Minimum Qualifications:

1. Education: Minimum Requirement: Bachelor's Degree, Master's Degree Preferred
2. Experience: Successful experience in providing services to at-risk populations, especially youth, preferred.
3. Other Desirable Qualifications: Successful experience in organizational development and program management.

Detail of Positions, Qualification, Wages and Benefits (PAGE 1 OF 2)		
Position Title:	Program Manager: Extended Day	
Number of Positions:	Full Time: 1	Part Time:
Estimated Dates of Employment	8/1/2014 – 6/30/2015	
Approximate Hourly Wage Range For Position:	\$25 - \$29	
Average Hours Scheduled Per Week:	8	
Fringe Benefit Rate: (18% Payroll Tax Only)	Benefits: KTRS, worker's compensation, life insurance, unemployment compensation, liability insurance, 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	40	0	0	40
Wage Range	\$8,000 - \$9,280	0	0	\$8,000 - \$9,280
Fringe Benefits at 18%	\$1,440 - \$1,670	0	0	\$1,440 - \$1,670

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

Position Title: **Program Manager: Extended Day**

Specific Duties Related to Proposed Service:

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

- a. Will serve as Team Leader.
- b. Responsible for the day to day management of the Right Turn and Face Forward programs, staff supervision, and program design.
- c. Responsible for developing and maintaining relationships with employers, social service agencies, and partners.
- d. Responsible for the recruiting of customers.
- e. Responsible for monitoring and reporting program outcomes.
- f. Other duties as assigned.

Minimum Qualifications:

1. Education: Minimum Requirement: Bachelor's Degree, Master's Degree Preferred
2. Experience: Successful experience in providing services to at-risk populations, especially youth, preferred.
3. Other Qualifications: Successful experience in organizational development and program management.

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

Position Title:	Mentor Coordinator: Extended Day	
Number of Positions:	Full Time: 1	Part Time:
Estimated Dates of Employment	8/1/2014 – 6/30/2015	
Approximate Hourly Wage Range For Position:	\$25 - \$29	
Average Hours Scheduled Per Week:	8	
Fringe Benefit Rate: (18% Payroll Tax Only)	Benefits: KTRS, worker's compensation, life insurance, unemployment compensation, liability insurance, 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	18	0	0	18
Wage Range	\$3,600 - \$4,176	0	0	\$3,600 - \$4,176
Fringe Benefits at 18%	\$648 - \$752	0	0	\$648 - \$752

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

Position Title: Mentor Coordinator: Extended Day

Specific Duties Related to Proposed Service:

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

- a. Will serve as Team Leader support.
- b. Responsible for the day to day management of Right Turn and Face Forward mentor programs, staff supervision, and program design.
- c. Responsible for developing and maintaining relationships with employers, social service agencies, and partners.
- d. Responsible for the recruiting, training, matching, evaluating, and reporting outcomes of Mentors.
- e. Other duties as assigned.

Minimum Qualifications:

1. Education: Minimum Requirement: Bachelor's Degree, Master's Degree Preferred
2. Experience: Successful experience in providing services to at-risk populations, especially youth, preferred.
3. Other Desirable Qualifications: Successful experience in organizational development and program management.

APPROVED AND CERTIFIED: To be a grant of funds previously approved by the Mayor of the Louisville/Jefferson County Metro Government, or his authorized representatives, and the Workforce Investment Board of Greater Louisville, Inc., as contained in the Greater Louisville Workforce Investment Area's Workforce Investment Plan; or to be a grant of funds in accordance with procedures contained in the Inter-local Cooperation Agreement between the Louisville Jefferson County Metro Government and the Counties of Bullitt, Henry, Oldham, Shelby, Spencer, and Trimble.

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

The Board

**Greater Louisville
Workforce Investment Board, Inc.
d/b/a KentuckianaWorks**

By:

Michael B. Gritton
Executive Director

Date: _____

The Contractor

Board of Education Jefferson County, Kentucky

Dr. Donna Hargens
Superintendent

Date: _____

APPROVED AS TO FORM:
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

 7-14-14

Assistant Jefferson County Attorney