

**GRANT AGREEMENT**

THIS AGREEMENT made and entered into by and between the THE GREATER LOUISVILLE WORKFORCE INVESTMENT BOARD, INC., d/b/a KentuckianaWorks (hereinafter referred to as "KentuckianaWorks"), as a component unit of the Louisville/Jefferson County Metro Government, and the Jefferson County Board of Education on behalf of Louisville Education and Employment Partnership, P.O. Box 34020, Louisville, Kentucky 40232-4020 (hereinafter referred to as "Grantee"):

**WITNESSETH:**

WHEREAS, the Grantee is in need of funds to carry out the activities outlined in the attached Work Program and Budget; and

WHEREAS, KentuckianaWorks recognizes the importance of the Louisville Education and Employment Partnership (hereinafter referred to as "LEEP" or "the project") for meeting the needs of its citizens;

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

**I. GRANTEE'S SERVICES AND RESPONSIBILITIES:**

A. Grantee agrees to provide service under the terms of this Agreement and to implement and administer this project, including expenditures in accordance with the Work Program and Budget attached hereto as Exhibit A (hereinafter referred to as the "Work Program"). The Work Program is hereby incorporated into this Agreement. Any changes to the Work Program must be approved in advance, in writing, by KentuckianaWorks. The Grantee's work will be reviewed by KentuckianaWorks from

time to time for the purpose of insuring that services provided are within the scope of this Agreement.

B. Grantee agrees to maintain, during the term of the Agreement, and retain not less than five (5) years after completion thereof, complete and accurate records of all the Grantee's costs which are chargeable to KentuckianaWorks under this Agreement as well as all other funding sources for the funded project known as LEEP; and KentuckianaWorks shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or any public accounting firm or any agent selected by it. The records thus to be maintained and retained by the Grantee shall include (without limitation): (a) all payroll records accounting for total time distribution of Grantee's employees working full or part time on the Agreement (to permit tracing to payrolls and related tax returns) or those individuals contracted to provide services, 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 inventory records for Grantee's stores, stock or capital items; and (c) paid invoices and cancelled checks for materials purchased and for subcontractors; and any other third party charges. In addition, Grantee will retain all records pertinent to LEEP pertaining to participant records, statistical records, and supporting documents for the same period of time. Grantee will also conduct a client evaluation if Grantee provides direct client services.

C. Grantee agrees to submit financial and progress reports as are required by KentuckianaWorks. The financial report shall account for all funds received and expended by the Grantee, including funding from other sources. All reports and

correspondence shall be addressed to THE GREATER LOUISVILLE WORKFORCE INVESTMENT BOARD, INC., d/b/a KentuckianaWorks, 410 West Chestnut Street, Suite 200, Louisville, KY, 40202.

Failure to submit financial and progress reports on or before any required reporting date shall be deemed to be a default under Section VI of this Agreement and KentuckianaWorks may enforce any of the remedies set forth in Section VII against the Grantee. Further, the Grantee will be deemed ineligible to receive grant funding from KentuckianaWorks for a period of five (5) years from June 30, 2013.

## **II. DURATION OF AGREEMENT:**

A. This Agreement shall become effective as of the 1st day of July 2015 and shall terminate on the 30th day of June 2016. Any unspent grant funds held by Grantee shall be returned to KentuckianaWorks, if not used in accordance with the Work Program, prior to July 31, 2016.

B. This Agreement may be terminated without cause by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. In the event of termination without cause, all unspent funds shall be returned to KentuckianaWorks, within thirty (30) days of such termination.

## **III. ADDITIONAL COVENANTS AND REPRESENTATIONS OF GRANTEE:**

A. Grantee covenants that it has all necessary power, capacity and authority to execute and deliver this Agreement and to provide the services contemplated by this Agreement and the Work Program. Grantee further covenants that it is a duly organized and validly existing entity, is qualified to do business in the



State of Kentucky, has full right, power and authority to enter into this Grant Agreement, and that the person signing on behalf of Grantee is authorized to do so.

B. Grantee covenants that the person executing this Agreement has the full and requisite power to legally bind the Grantee and no additional approvals are required.

C. Grantee agrees to expend all grant funds and to implement and administer the project strictly in conformity with the Work Program and agrees not to materially deviate from the Work Program without the prior written agreement of KentuckianaWorks.

D. Grantee agrees that it shall implement and administer the project in compliance with all applicable laws, regulations and codes of the federal, state and Louisville Metro governments.

E. Grantee agrees that in the implementation and administration of the project it shall not unlawfully discriminate against any person by reason of race, religion, color, sex, national origin, disability, age 40 or over, familial status, sexual orientation, gender identity, is a smoker or non-smoker, or because of the person's Vietnam-era Veteran status.

F. Grantee covenants that this Agreement together with the Work Program is in all respects the legal, valid and binding obligation of the Grantee and the performance of the project and the compliance with the terms of this Agreement does not and will not violate any existing provisions of the Grantee's articles of incorporation, by-laws or other agreements of the Grantee.



G. Grantee covenants that neither this Agreement, the Work Program, the grant application or any other document submitted to KentuckianaWorks in support of this Agreement contains any untrue statement of any material fact or omits to state any material fact necessary to make the statements contained therein true, and further that there is no fact known to the Grantee that materially and adversely affects, or in the future could materially and adversely affect the ability of the Grantee to implement and administer the project.

H. Grantee agrees to publicly acknowledge that KentuckianaWorks/Louisville/Jefferson County Metro Government has provided partial funding for the project.

#### **IV. HOLD HARMLESS AND INDEMNIFICATION CLAUSE:**

The Grantee, **JEFFERSON COUNTY BOARD OF EDUCATION**, an agency of the Commonwealth of Kentucky, although vested with sovereign immunity, is subject to the Board of Claims Act, KRS 44.070-44.160. Claims against the Grantee relating to personal injury or property damage may be filed and decided under the provisions of the Act. To the extent permitted by said Act and other applicable law, the Grantee will defend, indemnify, and hold harmless KentuckianaWorks, the Louisville/Jefferson County Metro Government and the Greater Louisville Workforce Investment Board, Inc. from and against any and all claims which may result from any error or omission arising out of its performance under this Agreement.

#### **V. PAYMENTS:**

If the Agreement is for an amount of \$25,000.00 or less, KentuckianaWorks shall make a one-time payment to the Grantee with Grant Funds. If the Grant

Agreement is for an amount of \$25,001.00 up to \$50,000.00, KentuckianaWorks shall make up to four disbursements to the Grantee with Grant Funds, within 6 months of the completion of a grant agreement/reporting requirements, subject to the availability of revenues. If the Grant Agreement is for an amount of \$50,001.00 or above, KentuckianaWorks shall make quarterly disbursements to the Grantee with Grant Funds, subject to the availability of revenues. The total amount of the grant payable under this Agreement shall not exceed the sum of TWO HUNDRED SEVENTY-EIGHT THOUSAND AND FOUR HUNDRED DOLLARS (\$278,400.00). The Grant Funds may only be used to cover expenditures as specified in the Work Program. Such disbursements shall be made in accordance with procedures established by KentuckianaWorks.

**VI. DEFAULT:**

Each of the following events or occurrences shall constitute an event of default under this Agreement:

- A. Declaration of Bankruptcy of Grantee.
- B. Failure to administer and implement the project in conformity with this Agreement and the Work Program.
- C. Failure to file in a timely manner the financial and progress reports required by this Agreement or to furnish the additional information to Kentuckianaworks if required pursuant to this Agreement.
- D. Disclosure or discovery that the covenants and representations made by the Grantee in this Agreement, the Work Program, the grant application or other

document submitted in support of this Grant is, was, or shall be false or misleading in any material respect.

E. Disclosure or discovery that goods purchased with Grant Funds have not been used in accordance with the Work Program. In such cases, Grantee shall return said goods to KentuckianaWorks or return the amount of the Grant Funds.

**VII. REMEDIES OF KENTUCKIANAWORKS UPON EVENTS OF DEFAULT:**

Upon the occurrence of an event of default, KentuckianaWorks, in its sole discretion and without notice to the Grantee, may at any time exercise any one or more of the following rights and remedies:

A. Immediately terminate or suspend the Agreement, by written notice, after which KentuckianaWorks shall be under no obligation to advance any undisbursed Grant Funds to the Grantee.

B. Commence an appropriate legal or equitable action to enforce the Grantee's performance of the terms, covenants and conditions of this Agreement or the Work Program.

C. Declare all Grant Funds previously disbursed to the Grantee to be immediately due and payable in full, without any presentment, demand or notice of any kind, all of which are hereby waived by the Grantee.

D. Commence appropriate legal or equitable action to enforce the rights and remedies of KentuckianaWorks, or any one or more of them, pursuant to the terms, covenants and conditions of this Agreement.

E. Exercise any other rights or remedies that may be available to KentuckianaWorks pursuant to this Agreement or under applicable laws.



### **VIII. EMPLOYER/EMPLOYEE RELATIONSHIP**

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Grantee to be an officer, official, or agent of KentuckianaWorks.

### **IX. 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 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.

### **X. 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.

WITNESS the agreement of the parties hereto as attested by their signatures  
affixed hereon, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE GREATER LOUISVILLE  
WORKFORCE INVESTMENT BOARD, INC.,  
d/b/a KentuckianaWorks

By:   
Michael Gritton  
Executive Director

Date: 8/27/15

Approved as to form:  
Michael J. O'Connell  
Jefferson County Attorney

By:   
Assistant County Attorney

Date: 8-19-15

**GRANTEE:**

Jefferson County Board of Education

By: \_\_\_\_\_  
Donna M. Hargens  
Superintendent

Date: \_\_\_\_\_

Agency Tax ID #: \_\_\_\_\_



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**VII. PROGRAM SCOPE.** - Complete the following table for the current grant period (July 1, 2015 - June 30, 2016).

LEFT BLANK INTENTIONALLY	Location of Participant Activity (Address)	Zip Code	# Weeks activity conducted	Avg # hrs/ Wk *	# Personnel Assigned		Estimated # participants to be served
					Paid	Vol	
	Fern Creek H.S. LEEP Program 9115 Fern Creek Road	40291	40	40	yes		75+
	Butler H.S. LEEP Program 2222 Crums Lane	40216	40	40	yes		75
	Central H.S. LEEP Program 1130 W. Chestnut Street	40203	40	40	yes		75
	Valley H.S. LEEP Program 10200 Dixie Hwy	40272	40	40	yes		75
	Fairdale H.S. LEEP Program 1001 Fairdale Road	40118	40	40	yes		75
	J-Town H.S. LEEP Program 9600 Six Mile Ln	40299	40	40	yes		75

\*For Exempt/Salaried Staff calculate hours using 40 hours maximum, even if person works more. Forty (40) and above hours spent on program considered 100% of time. For hourly employees use the number of hours used to determine that person is a FT employee, i.e., 35, 37.5, 40.



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**VIII PROGRAM OUTCOMES** - Complete the following by listing what agency proposed in original grant proposal - Note: the goal of this is to list what "benefit" or "outcome" program participant receives by being served by the agency (*click "Alt" & "Enter" to enter a hard carriage-return*):

List what resources (**Inputs**) will be committed to achieve the program's benefits, i.e. 2000 volunteer hours, rent free-facilities, 1000 staff hours, etc.

List what program components (**Program Activities**) will be provided to the program's targeted participant population identifying program components, i.e., job training classes, out of school tutoring, etc.

List number and percent of direct products of program activities (**Outputs**) i.e., 100 persons signed up for job training, placed 80% of those completing training into jobs related to training, etc.

List benefit(s) to clients for participating in program (**Measurable Outcomes**) i.e., 75% or 60 persons placed in employment retained employment for six months resulting in stable income and work history for half a year

List the process for collecting data (**Data Collection Used**), i.e. sign I sheets, employer contact sheets, pay stubs, etc.

<b>INPUTS</b> <b>(Resources to achieve program benefit)</b>	<b>ACTIVITIES</b> <b>(Program components to be provided)</b>	<b>OUTPUTS</b> <b>(How many will participate in activity and what percent of those will benefit)</b>	<b>MEASURABLE OUTCOMES</b> <b>(What is the BENEFIT to the PARTICIPANT)</b>	<b>DATA COLLECTION USED</b> <b>(How will agency prove the Outcomes/Benefits to participants?)</b>
Career Planners working as part of academic support system within each school will monitor and provide support to help all LEEP seniors stay on track for graduation and earn their H.S. diploma	Career Planners will monitor daily attendance, check credits, teach students how to calculate G.P.A., provide content recovery through Study Island and Course Recovery through enrollment in e-school classes to help students stay on track for graduation	2015-16 Graduates	LEEP program graduates will have a 90% graduation rate or better	JCPS Research Dept.

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Career Planners will effectively identify and address the multiple risk factors of all students which can be significant predictors of students not graduating and becoming dropouts of high school	Career Planners will monitor students' academic progress and provide academic support strategies by developing a relationship with each student. This support will provide assistance with communication skills; conflict resolution, organizational skills, financial literacy and college and career readiness, financial aid, cover letters for applications, college application support and employment readiness training to be prepared for the workforce.	2015-16 LEEP Caseload 75 students/6 schools 450 students	Students will graduate and transition to college/career pathways Students will develop resiliency skills to have the capacity to understand the change process for their life Students will develop problem solving abilities by addressing rather than avoiding problems Learn communication skills	2015-16 Dropout Rate 2015 -16 Transition Rate 2015-16 Graduation Rate 2015-16 Retention Rate
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If applicable, attach copy of instrument used to collect data.

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IX. **PROGRAM BUDGET** - Information provided here must coincide with original grant proposal unless changes requested and approved by Metro FSF Staff. Any changes require prior approval to contract being signed, and expenses for items not detailed below will not be funded. **ITEMIZED LIST REQUIRED FOR MOST LINE ITEMS.** Budget line items not to include "in-kind" dollars. Include "in-kind" on line item D2, specifics detailed in Section X. Amounts round to nearest dollar.

Line Item	Column 1 Metro Funds	Column 2 Non-Metro Funds	Column 3 Total Program Cost
<b>A. Operating Expenses:</b>			
<b><u>Paid Personnel</u></b> ( <i>COLUMN 1 Metro Funds NET PAY ONLY</i> - Contracted labor put in "Other Expenses" line item) Additional Info Requested Sec XII	\$278,400	\$ 465,483	\$ 743,883
<b><u>Rent</u></b> (Rent may not be charged to Metro funds for space owned by the Grantee - <i>attach copy of lease - only percentage as used by program may be charged</i> )	\$ -	\$ -	\$ -
<b><u>Utilities</u></b> (Only the <i>percentage</i> used by <i>specific program</i> funded may be charged to Metro funds)	\$ -	\$ -	\$ -
<b><u>Office Supplies</u></b> (For those items to be used by specific program funded by Metro funds) <b>ATTACH ITEMIZED LIST WITH PROJECTED COST</b>	\$ -	\$ -	\$ -
<b><u>Program Materials</u></b> (including educational and informational materials) <b>ATTACH ITEMIZED LIST WITH PROJECTED COST</b>	\$ -	\$ -	\$ -
<b><u>Telephone/Cell Phone</u></b> ( <i>only</i> for specific program usage/ <i>only</i> percentage of telephone expense may be charged - <b>Identify need for Cell Phone</b> )	\$ -	\$ -	\$ -
<b><u>In-town travel</u></b> - Agency reimbursement rate <b>\$ .00</b> per mile (Jefferson County only - agency rate to be used, but no more than \$.40 per mile of Metro funds)	\$ -	\$ -	\$ -
<b><u>Small equipment (including electronic)</u></b> <b>ATTACH ITEMIZED LIST OF PROJECTED EXPENSES</b>	\$ -	\$ -	\$ -
<b>B. <u>Client Assistance</u></b> - <b>ATTACH ITEMIZED LIST OF PROJECTED EXPENSE PER TYPE</b>	\$ -	\$ -	\$ -
<b>C. <u>Other Expenses</u></b> (not to include any of the items listed above) <b>ATTACH ITEMIZED LIST WITH PROJECTED COST</b>	\$ -	\$ -	\$ -
<b>SUBTOTAL (CASH BUDGET)</b>	\$ 278,400	\$ 465,483	\$ 743,883
<b>% of Program Budget</b>	37%	63%	100%
<b>D1. <u>Volunteer Contribution (\$17.83/hr)</u></b> (detail to be provided in Section X)	N/A	\$ -	\$ -

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D2. <u>Other In-kind</u> (detail to be provided in Section X)	N/A		\$ -		\$ -
<b>TOTAL PROGRAM FUNDS (Column 3 to equal Total in Section X)</b>	\$ 278,400		\$ 465,483		\$ 743,883

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**X. RESOURCE/REVENUE/IN-KIND INFORMATION** - Provide information on all sources of funding associated with THIS PROGRAM'S BUDGET (be specific). Provide donor information (Total to match Column 3 Section IX TOTAL PROGRAM FUNDS above).

Resource/Revenue	Dollars/Value Received	LEFT BLANK INTENTIONALLY	% of Program	LEFT BLANK INTENTIONALLY
1. Proposed Kentuckiana Works Program	\$ 278,400		37%	
2. Volunteer Contribution as listed in Program Budget D1 (LIST NUMBER OF VOLUNTEERS & HOURS)	\$ -		0%	
3. Other In-kind contributions as listed in Program budget D2. (ATTACH ITEMIZED LIST)	\$ -		0%	
4. Fundraising Events & Individual Donations (ATTACH ITEMIZED LISTING of fundraising events; <u>include</u> name of event, anticipated date of event and amount of dollars expected to support this program - list <u>total</u> of Individual Donations on ITEMIZED LISTING)	\$ -		0%	
5. Corporate Donations and Grants (besides this one) - ATTACH ITEMIZED LIST AND NOTE IF DONATION/GRANT IS "PENDING"	\$ -		0%	
7. Metro United Way	\$90,224		12%	
8. Other (i.e. program income, etc) JCPS General Fund	\$ 375,259		50%	
<b>Total</b>	<b>\$ 743,883</b>		<b>100%</b>	

*Must equal total in Program Budget Section IX Column 3 Total Program Funds*

**XI - TRAINING** - Agencies that are first time grantees are required to attend an "Outcomes and Performance Measures" Training. In addition agencies are required to attend any training or participate in initiatives as deemed appropriate to the funded program as mandated by the FSF (includes Youth) Office administering the grant.

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**XII. PAID PERSONNEL DETAIL** - Only those positions funded by Louisville Metro are to be listed here. Calculate salaried rates on a 40 hour work week. All Personnel must maintain a timesheet documenting hours worked on this program and charged to Metro funds.

[illegible]

Should Equal total in Program Budget Summary Line Item A. Operating Expenses Paid Personnel Column 1 Metro Funds  
(Calculation may be slightly off due to rounding, however, agency to spend no more than amount listed on budget line item)

Should the above position(s) become vacant at any time during the contract year the agency is to notify the FSF Grants Coordinator of such. When position is filled the agency is to again notify the FSF Grants Coordinator. The agency is not to use funds listed above for anything other than position listed without approval from Metro Louisville FSF Staff. Funds not utilized during position vacancies are subject to being returned to Metro Louisville.



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**XIII. DOCUMENTATION OF NON-PROFIT STATUS**

A. Articles of Incorporation on file with Louisville Metro Government

YES ☐ NO ☐ NA (Please attach Articles to this Agreement)

B. 501(c) determination letter, advanced determination letter, or letter of affirmation from IRS on

YES ☐ NA ☐ NO ☐ (If no, please explain)

**XIV. RELATIONSHIP DISCLOSURE**

List below any relationship any employee has with each other, with agency Board of Directors and/or with any Metro Councilperson, Councilperson's family, Councilperson's staff and/or any Louisville Metro Government employee. In addition, list below any relationship any member of agency Board of Directors has with any Metro Councilperson, Councilperson's family, and/or Councilperson's staff.

NONE

**XV. ACCESSIBILITY**

Are agency facilities accessible to persons with disabilities?

YES ☒ X NO ☐

If no, please explain why and what the agency is doing to accommodate those needing such.

**XVI. CERTIFIED ANNUAL AUDIT OR NOTARIZED FINANCIAL STATEMENT**

Did Agency provide a copy of latest audit or notarized financial statement with application?

YES ☐ NO ☒ X If no, provide copy of such with signed contract or provide the most recent ended FY budget signed by authorized legal signatory of agency.

**XVII. PROGRAM EVALUATION - Surveys, comment cards, feedback forms, etc.**

An evaluation of program services provided through your organization must be performed prior to the end of funding cycle or specific activity - whichever comes first.

Are program recipients currently provided the opportunity to evaluate your services?

Grant Agreement Work Program Budget FY 2016 KentuckianaWorks

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YES	<input checked="checked" type="checkbox"/>	If yes, provide copy of <u>cumulative</u> results prior to end of funding period.
NO	<input type="checkbox"/>	If no, an evaluation must occur and <u>cumulative</u> results provided prior to the end of the funding period.