

**SUBGRANT AGREEMENT BETWEEN
KENTUCKIANAWORKS FOUNDATION
AND
BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY
FOR
KENTUCKY MANUFACTURING CAREER CENTER
EDUCATIONAL PROGRAMMING
November 16, 2016 – June 30, 2017**

This Subgrant Agreement (hereinafter "Agreement") made and entered into on the dates set forth below, by and between the Board of Education of Jefferson County Kentucky, 3332 Newburg Road, Louisville, KY 40218 (hereinafter "JCBE") and the KentuckianaWorks Foundation, Inc., 410 W. Chestnut Street, Suite 200, Louisville, KY 40202, (hereinafter "KentuckianaWorks Foundation"), fiscal agent for the Kentucky Manufacturing Career Center, as part of KentuckianaWorks Foundation's non-federal grant agreement with the Louisville Redevelopment Authority (LRA).

Background

The Louisville Redevelopment Authority Board awarded \$200,000 to KentuckianaWorks Foundation on August 3, 2016 to support the fifth year of operation of the Kentucky Manufacturing Career Center at the Airport Industrial Center, 160 Rochester Drive, Louisville, KY, 40104. Of the total funding approved, \$50,000 was designated for English as Second Language and Adult Education services to be provided by the Jefferson County Public Schools Adult Education unit for manufacturing job seekers.

This Agreement defines JCBE's role as a subgrantee through the Adult and Continuing Education Unit to provide educational services at the Kentucky Manufacturing Career Center from November 16, 2016 through June 30, 2017. This Agreement also confirms KentuckianaWorks Foundation's agreement to compensate JCBE for said services in accordance with KentuckianaWorks Foundation's grant agreement with the Louisville Redevelopment Authority, in an amount not to exceed a total of \$50,000.

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

I. JCBE AGREES TO:

Adult & Continuing Education

- A. Assess English Language Learners (ELLs) and native English speakers on the Test of Adult Basic Education to determine their functional academic/language level before referring them to an appropriate class at the Kentucky Manufacturing Career Center (KMCC) or directly to a manufacturing work site.

- B. Prepare participants for the National Career Readiness Certificate as appropriate.
- C. Enroll at least 50 participants in Jefferson County Board of Education-provided KMCC classes by June 30, 2017.
- D. Provide workplace-focused classes at the Kentucky Manufacturing Career Center beginning February 1, 2017 programmed to meet participant need, including:
- Running the WIN Work Readiness classes of the new M-TEC training each month at KMCC or NIA.
 - Basic skills upgrade class using manufacturing skill trades artifacts. These classes allow participants to develop their speaking, listening, reading and writing skills as they study and practice language for life and work situations as well as explore the field of manufacturing. These classes will prepare students for additional coursework or for entering the manufacturing workplace directly.
 - Coursework will include instruction leading to the competencies necessary to earn the National Career Readiness Certificate, such as Problem Solving, Applied Mathematics, Reading for Information and Locating Information.
 - Supportive educational services and classes for advanced ELLs who enter the 140-hour MSSC-Certified Production Technician (CPT) course to address the language and knowledge gaps of the ELLs within the context of manufacturing as well as offer additional instructional time with the CPT course content.
- E. Survey up to 20 KMCC participating employers to determine levels of English proficiency required for their jobs. This information will be shared with the KMCC staff for use in job placement and will also be used to shape the ESL classes at the KMCC.
- F. Promote the programs of the Kentucky Manufacturing Career Center in the community and within Jefferson County Public Schools while recruiting students for classes at the Kentucky Manufacturing Career Center.
- G. Promote a career and education pathway for participants by referring them to the M-TEC, MSSC-Certified Production Technician course or other higher level manufacturing courses at JCTC, when appropriate.
- H. Provide data on student progress and completion into Client Track so that KentuckianaWorks can submit data as required by the grant agreement with the LRA.
- I. Provide monthly invoices to KentuckianaWorks Foundation for work completed.
- J. Maintain, during the term of this Agreement, and retain not less than five years after completion thereof, complete and accurate records of all of JCBE's costs which are chargeable to the KentuckianaWorks Foundation under this Agreement. KentuckianaWorks Foundation shall have the right, at any reasonable time, and upon reasonable prior notice, to inspect and audit those records by authorized representatives of its own, Kentucky Auditor of Public Accounts or any public accounting firm selected by it. The records of JCBE's costs thus to be maintained and retained by JCBE shall include (without limitation): all paid invoices and cancelled checks for materials purchased and payments made to contractors with the use of Grant Funds. In addition, JCBE shall retain all records relating to the performance of this Agreement including participant records, statistical records, and supporting documents for the same period of time.

II. KENTUCKIANAWORKS FOUNDATION AGREES TO:

- A. Reimburse JCBE for Instructors & Coordinators, materials, assessments, postage and mileage as outlined in the budget below and not to exceed \$50,000.
- B. Provide and maintain computers needed for assessments and instruction.
- C. Help recruit students for courses.
- D. Furnish and maintain the KMCC classrooms.
- E. Submit progress and final reports to the LRA as required by the grant agreement.

III. BUDGET

Budget Item	Amount
Personnel and fringe benefits for instructors and other project-related personnel	\$42,500
Instructional materials, assessments, postage	7,000
Mileage for local travel	500
TOTAL	\$50,000

IV. DURATION OF AGREEMENT

- A. This Agreement shall be effective on November 16, 2016 and shall continue until June 30, 2017.
- B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating Party of such intent to terminate. Should JCBE terminate this Agreement, then all unspent Grant Funds shall be returned to KentuckianaWorks Foundation within thirty (30) days of such termination.

V. AMENDMENT

The provisions of this Agreement may be amended with the approval of both Parties. Such amendments shall be in writing, signed by both Parties and will become part of this Agreement. In the event any portion of this Agreement is found to be in conflict with applicable Federal or State Laws, rules, and regulations, such laws, rules and regulations shall apply, and other provisions of this Agreement will remain valid while such conflicts are brought to resolution.

VI. DISCRIMINATION PROHIBITED

Both parties agree that in the implementation and administration of this Agreement they shall not unlawfully discriminate against any person by reason of race, religion, color, sex, national origin, because the person is a qualified individual with a 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.

VII. HOLD HARMLESS

- A. To the extent permitted Kentucky law, JCBE shall indemnify and hold harmless the KentuckianaWorks Foundation, their elected and appointed officials, employees, agents

and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the performance or breach of this 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 therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the KentuckianaWorks Foundation, or their elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

- B. To the extent permitted by Kentucky law, the KentuckianaWorks Foundation shall indemnify and hold harmless JCBE, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the performance or breach of this 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 therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of JCBE or its 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.

VIII. INSURANCE

JCBE shall maintain insurance as outlined in Exhibit A attached and made a part of this Agreement.

IX. EMPLOYER/EMPLOYEE RELATIONSHIP

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

X. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth 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 Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

XI. 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.

IN WITNESS WHEREOF, the Parties through their authorized agents have executed this agreement the day and year first above written.

KentuckianaWorks Foundation

**Board of Education of
Jefferson County,
Kentucky**

Michael B. Gritton
Executive Director

Dr. Donna Hargens
Superintendent

Date

Date

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

Stephanie Malone
Stephanie C. Malone
Assistant Jefferson County Attorney
531 Court Place, Suite 900
Louisville, KY 40202
(502) 574-3066

10/25/16
Date

Exhibit A

INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, the 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). The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to the Division of Purchasing and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by the Contractor evidencing proof of coverages.

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 (Metro). Metro may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

- I. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):
 - A. The Excess General Liability Policy listed in the attached Certificate of Liability Insurance.

II. ACCEPTABILITY OF INSURERS

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

III. MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the Purchasing Division shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least 15 days prior to the expiration of any policy(s).

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

Louisville/Jefferson County Metro Government
KentuckianaWorks
410 W Chestnut St #200
Louisville, KY 40202

AND

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

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

- D. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro's Risk Management Division of any policy cancellation within two 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 Metro's Risk Management Division within two 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. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.**
- E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro 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.