

GRANT AGREEMENT

THIS AGREEMENT made and entered into by and between the THE GREATER LOUISVILLE WORKFORCE DEVELOPMENT BOARD, INC., d/b/a KentuckianaWorks, 410 W. Chestnut Street, Suite 200, Louisville, Kentucky 40202 (hereinafter referred to as "KentuckianaWorks") and the Board of Education of Jefferson County, Kentucky on behalf of the 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 this 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 this 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 DEVELOPMENT 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, 2018.

II. DURATION OF AGREEMENT:

A. This Agreement shall become effective as of 1st day of July 2017 and shall terminate on the 30th day of June 2018. 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, 2018.

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

Commonwealth 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:

To the extent permitted by Kentucky law, the Grantee and KentuckianaWorks each agree to hold harmless the other from and against all losses, claims, expenses, actions, causes of action, cost damages and obligations final or otherwise, arising from any and all negligent acts or omissions or willful misconduct of their own, while acting within the scope of their employment, in the performance of its obligations under this Agreement that result in injury to persons, damage to property or loss of use of property, and not caused by the negligent act or omission or willful misconduct of the other.

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.

V. INSURANCE:

Grantee shall maintain casualty and liability insurance as outlined on Exhibit B attached and incorporated herein.

VI. PAYMENTS:

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 FOUR HUNDRED AND 00/100 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.

VII. 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.

VIII. 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.

IX. 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.

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 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.

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.

WITNESS the agreement of the parties hereto as attested by their signatures
affixed hereon, this _____ day of _____, 2017.

THE GREATER LOUISVILLE
WORKFORCE DEVELOPMENT BOARD,
INC., D/B/A KENTUCKIANAWORKS

By: 
Michael Gritton
Executive Director

Date: 9/5/17

GRANTEE:

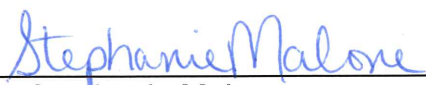
BOARD OF EDUCATION OF
JEFFERSON COUNTY,
KENTUCKY

By: _____
Dr. Marty Pollio
Acting Superintendent

Date: _____

Agency Tax ID #: _____

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

By: 
Stephanie Malone
Assistant Jefferson County Attorney

Date: 9/1/17

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT

KENTUCKIANAWORKS

EXHIBIT A - WORK PROGRAM AND BUDGET

The KentuckianaWorks grant recipient will be required to comply with the following KW grant conditions. KW recipients that fail to comply with these conditions may cause their KW grant awards to be withheld or terminated. Information provided in this Work Program and Budget must coincide with the grant application submitted to the KentuckianaWorks and as approved by Louisville Jefferson County Metro Council unless requested changes submitted to and approved by Metro KW staff. Information provided here will be incorporated into the scheduled program reports and subject to any and all monitoring activities conducted.

Unallowable Costs (May not be all Inclusive)

- o Building Repair or Maintenance
- o Cash Incentives to program participants
- o Capital Expenses or Construction Costs
- o Childcare Expenses
- o Celebrations of any kind
- o Consultant Fees
- o Entertainment/Recreation Costs (including but not limited to tickets to shows or sports events, lodging, etc) Educational events for youth are acceptable under some circumstances.
- o Employee bonuses or recognition expenses
- o Food (Funds may be used to pay for costs related to food distribution and out of school snacks for out of school tutoring programs, no funds for out of school meals or Kids' Cafe)
- o Fund-raising expenses of any kind
- o Incentives, awards or gifts such as tee shirts, bags, hats, plaques, etc.
- o Indirect Costs (costs that benefit the operations of the entire organization, but cannot be identified to specific activities)
- o Items not approved in Program Budget
- o Items that do not have proper cancelled checks/receipt/payment/personnel documentation
- o Membership and/or Organization Dues
- o Out of town staff training (Outside Jefferson County)
- o Out of town travel/mileage (Outside Jefferson County)
- o Personnel Costs associated with employee/employer taxes, benefits (excluding accrued vacation or sick time) and/or other deductions
- o Promotional items such as tee shirts, bags, hats, etc.
- o Religious activities or materials i.e., bibles, books, etc.
- o State Sales Tax
- o Severance Pay or Bonuses to Staff
- o Vehicle Purchases or Maintenance
- o Volunteer Expenses, recognition awards or stipends

Religious Activities

Religious activities such as proselytizing, prayer, religious study, distribution of religious materials, etc. may not be included, or required, for participation in any program funded by Metro funds.

**LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT
KENTUCKIANAWORKS
PROGRAM GRANT AGREEMENT
EXHIBIT A - WORK PROGRAM AND BUDGET**

Agency Legal Name: JEFFERSON County Board of Ed

(As listed on first page of contract - if not correct contract will be returned)

Agency Program: LEEP (Louisville Education & Employment Partnership)

(As listed on bottom of 1st page or top of 2nd page - if not correct contract will be returned)

I. GRANTEE PROGRAM CONTACT(S)

This is the person responsible for day to day activities of the program

Name	<u>Linda Witt</u>	Title	<u>Coordinator</u>
Phone Number	<u>(502) 485-3787</u>	Fax	<u>(502) 485-3811)</u>
Email	<u>Linda.Witt@jefferson.kyschools.us</u>		

II. GRANTEE REPORTING CONTACT

This is the person responsible for submitting program reports

Name	<u>Linda Witt</u>	Title	<u>Coordinator</u>
Phone Number	<u>(502) 485-3787</u>	Fax	<u>(502) 485-3811</u>
Email	<u>Linda.Witt@jefferson.kyschools.us</u>		

III. GRANTEE FINANCIAL CONTACT

This is the person responsible for maintaining financial records

Name	<u>Carla Waynescott</u>	Title	<u>Acct. Clerk</u>
Phone Number	<u>(502) 485-3455</u>	Fax	<u>(502) 485-3805</u>
Email	<u>Carla.waynescott@jefferson.kyschools.us</u>		

IV. GRANT PAYMENTS TO BE RECEIVED BY

Name	<u>Cordelia Hardin</u>	Title	<u>CFO/Treasurer</u>
Address	<u>3332 Newburg Road, Louisville, KY 40218</u>		
<u>(Street Address or PO Box, City, State and Zip Code)</u>			

**LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT
KENTUCKIANAWORKS
PROGRAM GRANT AGREEMENT
EXHIBIT A - WORK PROGRAM AND BUDGET**

V. CLIENT/PARTICIPANT ELIGIBILITY CRITERIA - For the FUNDED PROGRAM: Indicate the (a.) targeted population and (b.) describe any requirements/ restrictions or other criteria used in determining eligibility for participation in your program (include age, income geographic area, etc.)

Click "Alt" & "Enter" to enter a hard carriage-return.

a. Targeted Population (for the FUNDED PROGRAM):

JCPS Students in grades 9-12

b. Eligibility Requirements/Restrictions (For the FUNDED PROGRAM)

9th grade students who have been retained 1 year, Students who have missed 20 days or less in the past year. Students who have ben suspended, students who have a high risk factor of dropping out indicated by the Early Warning System (EWS) Persistence to Graduation Tool by KDE, Students who are reading below grade level. The goals of the program are: Students enrolled in the LEEP program will have a dropout rate of less than 4%, Students overall will have an attendance rate of over 90%, Seniors will have a 90% graduation rate and graduates will have a successful transition rate to college, employment or military service of 90% or better.

VI. ELIGIBLE SERVICES - For the FUNDED PROGRAM: Indicate the overall, primary qualified service/activity provided for your targeted population and provide a brief description. Also describe how often and for how long recipients will be involved in the program or receive services.

Click "Alt" & "Enter" to enter a hard carriage-return.

Students are recruited as freshmen in high school and are eligible remain in the program until they graduate. An array of academic and employment support services are provided for each student as required. **Academic Support:** Grade and attendance monitoring, credit recovery, survey of student interests, GPA training, academic counseling, connection to tutoring and community services, ACT preparation, and referrals to programs which will enable students to meet the challenges which face them individually. **Career and Employment Readiness** services range from resume and interview skill development, employment readiness training, Job shadows, Soft skills on-line training, Preparation for participation in the Mayor's SummerWorks Program and career building opportunities for the workforce after high school. **Leadership Development Opportunities:** Financial Literacy training in partnership with Junior Achievement, life skills development opportunities through the HOBY program and YMCA Metro Youth Advocates, teambuilding activities and service learning participation, Mayor's Give a Day of Service, where students learn to be engaged in giving back to the community. **College Readiness Activities:** include college and career fairs held at each school, financial aid workshops which cover KEEES money, applications for student grants, parent workshops on how to apply for financial aid, how to write a great cover and application letter, college tours for parents and students, workshops on how to preapre for life after high school and a variety of programming aimed at study skills, creative problem solving and communication skill development for our students.

**LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT
KENTUCKIANAWORKS GRANT AGREEMENT
EXHIBIT A - WORK PROGRAM AND BUDGET**

VII. PROGRAM SCOPE. - Complete the following table for the current grant period (July 1, 2017 - June 30, 2018).

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 9116 Fern Creek Road	40291	40	29	yes		75+
Butler H.S. LEEP Program 2222 Crums Lane	40217	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

LEFT BLANK INTENTIONALLY

*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.

**LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT
KENTUCKIANAWORKS GRANT AGREEMENT
EXHIBIT A - WORK PROGRAM AND BUDGET**

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.

INPUTS (Resources to achieve program benefit)	ACTIVITIES (Program components to be provided)	OUTPUTS (How many will participate in activity and what percent of those will benefit)	MEASURABLE OUTCOMES (What is the BENEFIT to the PARTICIPANT)	DATA COLLECTION USED (How will agency prove the Outcomes/Benefits to participants?)
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	2017-18 Graduates	LEEP program graduates will have a 90% graduation rate or better	JCPS Research Dept.
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.	2017-18 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	2017-18 Dropout Rate 2017-18 Transition Rate 2017-18 Graduation Rate 2017-18 Retention Rate

If applicable, attach copy of instrument used to collect data.

**LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT
KENTUCKIANAWORKS GRANT AGREEMENT
EXHIBIT A - WORK PROGRAM AND BUDGET**

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	LEFT BLANK INTENTIONALLY		Column 2 Non-Metro Funds	LEFT BLANK INTENTIONALLY		Column 3 Total Program Cost
A. Operating Expenses:								
Paid Personnel (COLUMN I Metro Funds NET PAY ONLY - Contracted labor put in "Other Expenses" line item) Additional Info Requested Sec XII				\$278,400				
Rent (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>)				\$ -				\$ 734,634
Utilities (Only the <i>percentage</i> used by <i>specific program</i> funded may be charged to Metro funds)				\$ -				\$ -
Office Supplies (For those items to be used by specific program funded by Metro funds) ATTACH ITEMIZED LIST WITH PROJECTED COST				\$ -				\$ -
Program Materials (including educational and informational materials) ATTACH ITEMIZED LIST WITH PROJECTED COST				\$ -				\$ -
Telephone/Cell Phone (only for specific program usage/only percentage of telephone expense may be charged - Identify need for Cell Phone)				\$ -				\$ -
In-town travel - Agency reimbursement rate \$.00 per mile (Jefferson County only - agency rate to be used, but no more than \$.40 per mile of Metro funds)				\$ -				\$ -
Small equipment (including electronic) ATTACH ITEMIZED LIST OF PROJECTED EXPENSES				\$ -				\$ -
B. Client Assistance - ATTACH ITEMIZED LIST OF PROJECTED EXPENSE PER TYPE				\$ -				\$ -
C. Other Expenses (not to include any of the items listed above) ATTACH ITEMIZED LIST WITH PROJECTED COST				\$ -				\$ -
SUBTOTAL (CASH BUDGET)				\$ 278,400				\$ 734,634
% of Program Budget				38%				100%
D1. Volunteer Contribution (\$17.83/hr) (detail to be provided in Section X)				N/A				\$ -
D2. Other In-kind (detail to be provided in Section X)				N/A				\$ -
TOTAL PROGRAM FUNDS (Column 3 to equal Total in Section X)				\$ 278,400				\$ 734,634

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT
KENTUCKIANAWORKS GRANT AGREEMENT
EXHIBIT A - WORK PROGRAM AND BUDGET

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		38%	
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	\$70,000		10%	
8. Other (i.e. program income, etc) JCPS General Fund	\$ 386,234		52%	
Total	\$ 734,634		100%	

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.

**LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT
KENTUCKIANAWORKS GRANT AGREEMENT
EXHIBIT A - WORK PROGRAM AND BUDGET**

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][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.

**LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT
KENTUCKIANAWORKS GRANT AGREEMENT
EXHIBIT A - WORK PROGRAM AND BUDGET**

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?

YES ☒ X

If yes, provide copy of cumulative results prior to end of funding period.

NO ☐

If no, an evaluation must occur and cumulative results provided prior to the end of the funding period.

Exhibit B

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. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, 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:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Broad Form Property Damage
- e. Independent Contractors Protective Liability
- f. Personal Injury

B. **WORKERS' COMPENSATION** (if applicable): 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.

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.

IV. **SELF INSURANCE OPTION**

As an alternative to providing third party insurance coverage against the risks and in the amounts specified in I, II and III above, Grantee may provide, in Grantee's sole discretion, equivalent coverage through Grantee's established program of self-insurance. If Grantee chooses this option, Grantee shall provide to KentuckianWorks a written notice stating that Grantee has chosen this option and a certificate describing such self-insurance coverage and describing any reinsurance in effect under Grantee's self-insurance program and certifying that such self-insurance program and such reinsurance (if any) in effect is adequate to provide the coverages specified in I, II and III above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME:	
	PHONE (A/C, No, Ext): 502-244-1343	FAX (A/C, No): 502-244-1411
INSURED Jefferson County Board of Education 3332 Newburg Rd. Louisville, KY 40218	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Alternative Insurance Corp	NAIC # 19720
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY		N3A2RL000000911	07/01/2017	07/01/2018	EACH OCCURRENCE	\$1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
	<input checked="" type="checkbox"/> Excess General Liab					MED EXP (Any one person)	\$0	
						PERSONAL & ADV INJURY	\$1,000,000	
						GENERAL AGGREGATE	\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$0
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					Retained Limit	\$500,000	
	OTHER:					COMBINED SINGLE LIMIT (Ea accident)	\$	
						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
		PROPERTY DAMAGE (Per accident)	\$					
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$	
	DED	RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$	
						E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage: Commercial General Liability
Includes Law Enforcement Liability, Incidental Malpractice, and Scheduled Watercraft to 50 feet.
All policy limits are in excess of retained limit.

CERTIFICATE HOLDER

Louisville Metro Government

44 S. 5th Street

Louisville, KY 40202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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