

**SUBGRANT AGREEMENT BETWEEN
KENTUCKIANAWORKS FOUNDATION, INC.
AND
BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY
FOR
KENTUCKY MANUFACTURING CAREER CENTER
EDUCATIONAL PROGRAMMING
September 26, 2018 – June 30, 2019**

This Subgrant Agreement (hereinafter "Agreement") is made and entered into on September 26, 2018, 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 the KentuckianaWorks Foundation's non-federal grant agreement with the Louisville Redevelopment Authority (LRA).

Background

The Louisville Redevelopment Authority Board awarded \$300,000 to the KentuckianaWorks Foundation on July 6, 2018 to support manufacturing training at 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 Department for manufacturing job seekers.

This Agreement defines JCBE's role as a subgrantee through the Adult and Continuing Education Department to provide educational services at the Kentucky Manufacturing Career Center from September 26, 2018 - June 30, 2019. 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. Provide staffing at the KMCC as follows:

- 2 part time instructors to work 19.75 hours a week for 40 weeks to support the M-TEC class.

- 1 part time instructor to work 5 hours per week for 8 weeks for the “Exploring Advanced Manufacturing Class.”
 - 1 coordinator to work approximately 1.25 hours per week for 40 weeks
- B. 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.
- E. Help recruit ELL students for the 2 “Exploring Advanced Manufacturing Classes.”
- F. Serve at least 100 students in ESL, ABE tutoring, assessments or the “Exploring Advanced Manufacturing Class.”
- G. Provide data on student progress so that KentuckianaWorks can submit data as required by the grant agreement with the LRA.
- H. Provide monthly invoices to KentuckianaWorks Foundation for work completed.

II. KENTUCKIANAWORKS FOUNDATION AGREES TO:

- A. Reimburse JCBE for salary and fringe for Instructors & Coordinator, and mileage as outlined below in an amount not to exceed \$50,000.
- B. Provide and maintain computers needed for assessments and instruction.
- F. Help recruit students for courses.
- G. Furnish and maintain the KMCC classroom.
- H. Submit progress and final reports to the LRA as required by the grant agreement.

Budget Item	Amount
Salary for 3 part time instructors and 1 coordinator	\$45,516.00
Fringe Benefits at 6%	2,733.00
Mileage for local travel	177.15
Indirect costs at 3.25%	1,573.85
TOTAL	\$50,000.00

A detailed budget is attached and incorporated herein as Exhibit A.

III. DURATION OF AGREEMENT

- A. This Agreement shall be effective upon its execution and shall continue until June 30, 2019.
- B. Either Party may terminate this Agreement by submitting thirty (30) days' written notice to the non-terminating Party of such intent to terminate.

IV. 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.

V. DISCRIMINATION PROHIBITED

Both parties agree that in the implementation and administration of this Agreement they shall not discriminate on the basis of race, color, national origin, religion, age, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability, in employment or service delivery and program participation in conformity with the provisions of Title VI and VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; American with Disabilities Act of 1990; and Executive Order No. 11246 of September 24, 1965, as amended; all other applicable state and federal laws that prohibit discrimination and the implementing regulations, guidelines, and standards lawfully adopted and promulgated under the laws; and JCBE Board Policies.

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.

VI. INSURANCE

KentuckianaWorks acknowledges the responsibility for procuring and continuously maintaining casualty and liability insurance on Kentucky Manufacturing Career Center premises upon the execution of this Agreement and prior to conducting any classes or occupying any space under this Agreement.

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

VII. 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.

VIII. 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.

IX. 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.

(Signatures on Following Page)

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

KentuckianaWorks Foundation, Inc.

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

Michael B. Gritton
Executive Director

Dr. Marty Pollio
Superintendent

Date

Date

APPROVED AS TO FORM:

MICHAEL J. O'CONNELL

JEFFERSON COUNTY ATTORNEY

Stephanie Malone
By: Stephanie Malone

Assistant Jefferson County Attorney

531 Court Place, Suite 900

Louisville, KY 40202

(502) 574-3066

9/5/18
Date

EXHIBIT A

18-19 JCPS-KMCC Budget Breakdown						Category Totals
2 PT Instructors, to work 19.75 hours a week, for 40 wks for MTEC Class					\$ 43,087.00	
			6%	+Fringes:	\$ 2,586.00	
1 PT Instructor to work 5 hrs a week for 8 weeks for "Exploring Advanced Manufacturing for ESL Learners" class					\$ 1,091.00	
			6%	+Fringes	\$ 66.00	
1 Coordinator to work aprx.1.25 hrs per week for 40 weeks:					\$ 1,338.00	
			6%	+Fringes:	\$ 81.00	
Total Personnel						\$ 45,516.00
Total Fringes						\$ 2,733.00
Total Personnel and Fringes:						\$ 48,249.00
In-County Travel					\$ 177.15	
Total Mileage for Local Travel						\$ 177.15
Indirect Costs					\$ 1,573.85	
Total Amount of Contract:						\$ 50,000.00

Exhibit B

INSURANCE REQUIREMENTS

A. Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to Metro Government and approved by the 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 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 Metro Government. Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

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

1. "The Kentuckiana Works Foundation, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

C. 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):

1. **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

D. 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 Government's Risk Management Division.

E. MISCELLANEOUS

1. The Contractor shall procure and maintain insurance policies and shall furnish 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 Government at least fifteen (15) days prior to the expiration of any policy(s).
2. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

KentuckianaWorks
410 W. Chestnut Street, Suite 200
Louisville, KY 40202

3. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished via mail or e-mail to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202
riskreview@louisvilleky.gov

4. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro Government'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 Government's Risk Management Division within two business days. If Contractor fails to notify Metro Government as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. 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 Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.

5. Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro Government 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.