OK AS TO FORM
A.M.H. 5.4.2020

The Greater Louisville Workforce Development Board, Inc.

Contract No.: **500-150-21**

Funding Source: **Metro Government General Funds**

Contractor: **Board of Education of Jefferson County Kentucky**

THIS AGREEMENT, made and entered into as of this 1st day of July, 2020, by and between The Greater Louisville Workforce Development Board, Inc. d/b/a/ KentuckianaWorks, 410 West Chestnut Street, Suite 200, Louisville, Kentucky 40202 ("the Board"), as the Administrative Entity for the Greater Louisville Workforce Development Area and the Board of Education of Jefferson County Kentucky, 3332 Newburg Road, Louisville, Kentucky 40218 ("the Contractor").

W I T N E S SE T H:

WHEREAS the Board has received funds from the Louisville/Jefferson County Metro Government which provide for expenditures to be made for various activities authorized by Louisville/Jefferson County Metro Government, and

WHEREAS the Board is responsible to the Louisville/Jefferson County Metro Government for the expenditure of funds and program operations in compliance with provisions of the Louisville/Jefferson County Metro Government and its implementing regulations, directives and guidelines; and

WHEREAS the Board desires to have a range of training and employment activities and services for eligible customers under Louisville/Jefferson County Metro grants and/ or other grants;

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

WHEREAS the Board, in accordance with its Policies and Procedures, has selected the Contractor to provide Workforce Innovation and Opportunity Act and Louisville/Jefferson County Metro youth services identified as the **Kentucky Youth Career Center-Metro**.

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

1. Scope of Agreement

The Contractor agrees to provide the above specified training and/or employment activities or services for the requisite number of Louisville/Jefferson County Metro Government funds eligible participants under the following terms and conditions:

1.1 Services

Contractor shall provide services that target youth as identified customers as specified in the Program Narrative incorporated herein.

1.2 Duration of Contract

This contract shall begin the 1st day of July, 2020 and continue until the 30th day of June, 2021.

However, in the event that, during the term of this Agreement, the Louisville/Jefferson County Metro Government ("Metro Council") fails to appropriate funds for the payment of the Board's obligations under this contract, the Board's rights and obligations under this contract shall terminate on the last day for which an appropriation has been made. The Board shall deliver notice to the contractor of any such non-appropriation not later than 5 days after the Board has knowledge that the appropriation has not been made.

2. Compliance with Regulations

The Contractor shall comply with the applicable requirements of Louisville/Jefferson County Metro Government, their implementing regulations, and the applicable requirements of any and all legislation and implementing regulations pertaining to programs or activities that receive Louisville Metro Government or Federal funding.

2.1 Specific Federal and State Regulations

In particular, the Contractor agrees to comply with all applicable standards, orders and requirements, including, but not limited to, the following Federal and State laws, issuances and any subsequent amendments:

2.1.1 Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

2.1.2 The Americans with Disabilities Act of 1990 (Public Law 101-336; 42 U.S.C. §12101 et seq.), which prohibits discrimination against and mandates structural accessibility and reasonable accommodation for persons with disabilities.

2.1.3 The Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented in Department of Labor regulations (29 CFR Part 3).

2.1.4 The Davis-Bacon "Wages and Hours" Act (40 U.S.C. §3141 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 6).

2.1.5 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).

2.1.6 All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251 et seq.), and specifically Section 306 of the Clean Air Act (42 U.S.C. §7401 et seq.), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

2.1.7 Mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Federal Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871, 42 U.S.C. §6201 et seq.).

2.1.8 Executive Order 12549 of February 18, 1986, regarding Debarment, Suspension, Ineligibility and voluntary Exclusion as supplemented in Department of Labor regulations (29 CFR Part 98, Section 98.510, "Participants' responsibilities"). The Contractor's signed certification is incorporated by reference hereto.

2.1.9 Section 319 of Public Law 101-121, and the attendant requirement to disclose Lobbying activities pursuant to 31 U.S.C. §1352 (OMB 0348-0046). The Contractor's signed certification is incorporated by reference hereto.

2.1.10 KRS 45A.485 to be in continuous compliance with the enumerated and applicable laws of the Commonwealth of Kentucky and to disclose any final determination of a violation within the previous five years. The Contractor's signed certification is incorporated by reference hereto.

2.1.11 Certification for a Drug Free Workplace.

2.1.12 The Contractor shall not discriminate in employment, and shall ensure that no person is denied equal opportunity for participation in training and/or employment activities or services, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief. Specifically, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA) (Section 188), 29 U.S.C. §3101 et seq.; Title XVI, General Provisions, Section 1604 of the Recovery Act; Equal Pay Act of 1963, as amended (29 U.S.C. §206d); Titles VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000e et seq.); section 504 of the Rehabilitation Act of 1975, as

amended (29 U.S.C. §794); Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §621); Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. §4212); and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681); and with all implementing regulations, guidelines, and standards lawfully adopted and promulgated under those laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.

2.1.13 Contractor agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. §651 et. seq.*, as amended, and KRS Chapter 338. Contractor also agrees to notify the Board and the Louisville/Jefferson County Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Contractor performs work under this Agreement. Contractor agrees to the extent permitted by law to indemnify, defend and hold the Board and the Louisville/Jefferson County Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2.1.14 Contractor shall comply with the requirements of 2 CFR 200.

2.2 Assurances by Contractor concerning employment

The Contractor assures the Board that funds received and activities implemented under terms of this Agreement will not result in:

2.2.1 Displacement of any currently employed Contractor staff, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits;

2.2.2 Impairment of existing contracts for services or collective bargaining agreements, or inconsistency with the terms of any collective bargaining agreement without the written concurrence of the labor organization and employer concerned;

2.2.3 Filling of any job opening or hiring of any new personnel when any other individual is on layoff from the same or any substantially equivalent job, or when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring an individual whose wages are subsidized with other grant funds;

2.2.4 Creation of jobs in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals; or

Duplication of services or activities that would have been performed by the Contractor in the absence of this funding.

2.3 Conflicts of Interest

The Contractor agrees that it will carry out its responsibilities under this Agreement in such a manner as to avoid both organizational and personal conflicts of interest and the appearance of such conflicts of interest.

By executing this Agreement, the parties hereto certify that Contractor's performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

Pursuant to KRS 45A.455:

> (1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:
>
> (a) He, or any member of his immediate family has a financial interest therein; or
>
> (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
>
> (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
>
> (2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

2.4 Debarment

The Contractor assures the Board that it, the Contractor and its principal employees, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal department or agency.

2.5 Lobbying

The Contractor assures the Board that it, the Contractor, has not and will not pay any Federally appropriated funds to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including the awarding, extension, continuation, renewal, amendment, or modification of the present Agreement.

2.6 Patents and Copyrights

Unless otherwise provided in the Program Narrative or Budget of this Agreement, pursuant to requirements of 37 CFR 401, the Contractor assigns to the Board any patent rights, copyrights, and rights in data with respect to inventions, printed materials, technical data or computer software first developed or produced in the performance of activities or services stipulated in the Scope of Program section of this Agreement, and financed with dollars reimbursable or otherwise payable under the Budget of this Agreement.

2.7 Funding sources

The Contractor will clearly identify KentuckianaWorks, Louisville Metro Government and/or other appropriate funding sources as required by the Board.

The Contractor will submit any materials used for promotion of or recruitment for the program activities described here to the Board's designee.

2.8 Nepotism

The Contractor will comply with the Board's existing Policy and Procedures on nepotism, recovery of funds and other procedures pertinent to service of ineligible individuals, training and supportive service costs, and control of TARC tickets for participant use. The Contractor also agrees to comply with Policies and Procedures which the Board may find necessary to issue during the life of the present Agreement, from the effective date of their issuance.

2.9 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, sex, age, marital or parental status, political affiliations or beliefs, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions 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; Americans 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 non-discrimination policies.

3. Reporting Requirements

3.1 Management Reports

The Contractor agrees to provide all applicable management information system reports and all fiscal reports within the time periods specified by the Board, so as to document the Contractor's performance of its contractually stipulated functions.

3.2 Confidential Information

The Contractor agrees to maintain as confidential any applicant or participant information acquired or provided by the Board and will use the information solely for the purposes of providing the services specified in this agreement and will not release the information without the informed written consent of the applicant or participant. Exception--if subcontracts are executed for the operation of the Youth Career Center program by the Contractor, the Contractor may release information provided that the subcontractor agrees to the same terms and requirements.

3.3 Maintenance of Documents

3.3.1 The Contractor agrees to maintain all documents, records of accounts, records of personnel, and financial records pertinent to this Agreement, and to submit such reports as are required by the Board to ensure a proper accounting for all funds.

3.3.2 The Board, pursuant to applicable law, including KRS 61.870 *et seq.,* specifically reserves the right to have access to any books, documents, papers and records (including computer records) of the Contractor which are pertinent to this Agreement.

3.3.3 The Contractor agrees to make all records (including computer records) pertinent to this Agreement available for monitoring and/or audit purposes to the Board or its designees, the Louisville/Jefferson County Metro Government at any time during normal business hours and as often as any of these monitoring and/or audit agents may deem necessary. The right of access by these agents will include the right to make excerpts, transcripts, and photocopies, as well as the right of timely and reasonable access to the Contractor's personnel for interviews and discussions related to pertinent records.

3.3.4 The Contractor will retain all records pertinent to this Agreement, including financial and statistical records, participant records, and supporting documents, for a period of five (5) years. The retention period will begin on the date the final expenditure report by the Contractor for this Agreement is received by the Board. If, prior to the expiration of the 5-year retention period, any litigation or audit is begun or a claim is instituted involving this Agreement, the Contractor will retain the records until after the litigation, audit finding, or claim has been finally resolved. The Contractor may substitute microfilm/microfiche copies in lieu of original records only after audit.

3.3.5 The records to be maintained and retained by the Contractor shall include but not be limited to: (A) payroll records accounting for total time distribution of Contractor’s employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as cancelled payroll checks, or signed receipts for payroll payments in cash; (B) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor’s stores stock or capital items; and (C) paid invoices and cancelled checks for materials purchased and for subcontractors’ and any other third parties’ charges.

3.4 Accountability

3.4.1 The Contractor agrees to determine and assign costs and/or payments in conformity with the accounting methods used by the Board.

3.4.2 The Contractor agrees that no invoices for costs and/or payments under this Agreement will exceed the cost categories and/or maximum payable amounts delineated in the Budget incorporated herein. The Board will not reimburse for costs that exceed cost categories, nor issue any payments in excess of the maximum payable amounts delineated in said Budget. Also, the Board will not reimburse for costs that exceed individual line-items within cost categories unless expressly authorized and/or approved by Board staff.

3.4.3 The Contractor agrees to be accountable to the Board and does further agree to make suitable reimbursement of any costs and/or payments that are disallowed. Specifically, the Contractor agrees that any funds reimbursable or otherwise payable under the Budget of this Agreement will cover training and/or services exclusively for participants enrolled in or served by Metro funding, and that any such funds used for training of individuals not enrolled in or served by Metro funding will be disallowed by the Board. To the extent permitted by Kentucky law, the Contractor agrees to indemnify, hold harmless and defend the Board from all claims, damages, losses and expenses, including attorney's fees, arising from any costs and/or payments that are disallowed under this Agreement.

3.5 Close Out Report

The Contractor agrees to provide the Board with a financial close out report of this Agreement no later than thirty (30) consecutive calendar days after the end of this Agreement, which will release the Board from any further liabilities or payments.

If the Contractor is a public or private non-profit entity, the financial close-out report for this Agreement must normally include a statement of program income, which is defined as any revenues allowably earned by a public or private non-profit Contractor in excess of program costs. Program costs in turn are defined as those necessary, reasonable, allowable and allocable expenditures which are related to the activities or services specified in the Program Narrative of this Agreement, and which are incurred during the Agreement period, or which are required for orderly start-up or close out of the Agreement.

If program income is earned under this Agreement it may be retained and used by the contractor for approved activities within a time frame approved by the Board in writing. If the Contractor is not approved to use these funds accordingly, income must be returned to the Board.

The public or private non-profit Contractor must maintain records that document all earnings and expenditures under this Agreement, and must maintain an accounting system capable of tracking and determining program income. All such records are subject to review, monitoring and audit by the Board and must be retained in accordance with Metro Government funding record retention

requirements. Any failure on the Contractor's part to fully comply with Louisville Metro Government or Board program income requirements shall result in cost disallowance and repayment by the Contractor of any amounts directly related to the violation.

Since, however, tuition and fees that represent the catalog price for training or services sold in substantial quantities to the general public by a public entity are deemed to cover only necessary and reasonable program costs of that entity, a public Contractor whose earnings under this Agreement consist solely of such tuition and/or fees is not required to track expenditures under this Agreement with a view to determining program income.

3.6 Audits

The Contractor will respond in writing to any pertinent Findings, Conclusions, and Recommendations in the Reports of the Audit when requested to do so by the Board. Unless an extension of time is expressly granted, the Response will be submitted to the Board within thirty (30) consecutive calendar days from the date of the Contractor's notification of the Findings and Recommendations of the Audit. The Contractor may take exception to the particular Findings and Recommendations of the Audit. The reasons for such exceptions must be included in the Response. The Response must also point out corrections already made and state what action is proposed and the estimated completion date of such action demanded in the Audit's Findings and Recommendations. The Board will consider the Contractor's response and any additional information provided by the Contractor when determining whether or not specific expenditures should be allowed.

4. Non-expendable property

The Contractor agrees to follow norms set by the Board for purchase of any non-expendable property with Louisville/Jefferson County Metro Government funds and for management and inventory control of such property, and, unless otherwise provided in the Program Narrative or Budget of this Agreement, to return to the Board, at the Contractor's own cost, any non-expendable property, whenever said property is no longer being utilized for Louisville/Jefferson County Metro Government purposes, or whenever a contract or relationship between the Board and the Contractor ceases to exist. The Contractor will return said property, if any, to the location specified by the Board.

5. Liability of Board

In no event will the Board or the Louisville Metro Government be responsible for, or liable to, any third party, including the Contractor, unless otherwise stipulated in this Agreement, for any damages of any type including but not limited to liquidated, proven, compensatory, or real, arising from or in any way associated with or attendant to, acts or omissions of the Contractor relating to this contract including but not limited to the Contractor's infringement of any United States patents, copyrights, or rights in data. To

the extent allowed by Kentucky Law, the Contractor agrees to indemnify and hold harmless the Board and the Louisville Metro Government from any such claims or causes of action. If, however, the Contractor's liability is governed by KRS 44.070-44.160 and 45A.245-45A.275, those statutes will prevail.

6. Ownership of property

Contractor hereby acknowledges that the Board provides equipment and/or assets for the Contractor to use in its execution of the terms of this agreement. That equipment shall remain the property of the Board. Contractor further agrees to procure insurance on said equipment as set forth in Section I: C11 of this Contract. Should this insurance fail to cover loss or damage to said equipment for any reason, Contractor agrees to reimburse the Board the replacement cost of said item within 30 days of the loss.

7. Hold Harmless and Indemnification

To the extent allowed by Kentucky Law, the Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government and the Board, their elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees and court costs, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting there from, or breach of contract, and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government, the Board, or their elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

The Contractor shall promptly notify the Board of any action brought against the Contractor resulting from or related to this Agreement.

8. Insurance

8.1 General Requirements

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

8.2 Proof of Insurance

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Louisville/Jefferson County Metro Government, and the Board. The Louisville/Jefferson County Metro Government and the Board may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government or the Board's option, actual copies of policies.

8.3 Additional Insured Clause

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

> "The Louisville/Jefferson County Metro Government, The Greater Louisville Workforce Development Board, Inc., d.b.a. KentuckianaWorks, their elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the Metro program Contract #500-150-21.

8.4 Insurance Types and Limits

The insurance to be procured and maintained and **minimum** limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

8.4.1 COMMERCIAL GENERAL LIABILITY, via the **Occurrence Form**, with a **$1,000,000** Combined Single Limit for any one Occurrence and $2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:

i. Premises - Operations Coverage
ii. Products and Completed Operations
iii. Contractual Liability
iv. Broad Form Property Damage
v. Independent Contractors Protective Liability
vi. Personal Injury

8.4.2 WORKERS' COMPENSATION insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - **$100,000** Each Accident/**$500,000** Disease - Policy Limit/**$100,000** Disease - Each Employee.

8.4.3 COMMERCIAL PROPERTY INSURANCE – insuring all personal property owned by others which is left in the care custody and control of the contractor. Insurance shall be written on the I.S.O. (or equivalent) Special Property Form, with the limit of liability equal to the full Replacement Cost covering personal property of others left in the care, custody and control of the Named Insured. The interest of the Louisville/Jefferson County Metro Government and The Greater Louisville Workforce Development Board, Inc. d.b.a. KentuckianaWorks shall be named as Loss Payee.

8.5 Acceptability of Insurers

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

8.6 Miscellaneous

A. The Contractor shall procure and maintain insurance policies as described herein and for which the Board shall be furnished Certificates of Insurance upon the execution of the 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 Louisville/Jefferson County Metro Government's Risk Management Division at least fifteen (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:

The Greater Louisville Workforce Development Board, Inc.
KentuckianaWorks
410 West Chestnut Street, Suite 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 the Board and the Louisville/Jefferson County Metro Government's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit

or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify the Board and the Louisville/Jefferson County Metro Government's Risk Management Division within two (2) business days. If Contractor fails to notify the Board and the Louisville/Jefferson County Metro Government's Risk Management Division as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. The Louisville/Jefferson County Metro Government's Risk Management Division 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 the Louisville/Jefferson County Metro Government and the Board shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government and the Board do not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

9. Payment

9.1 Amount of Compensation

The Board agrees to compensate the Contractor, subject to actual availability of funds and proper documentation of expenses incurred and/or activities performed. The total amount of compensation payable under this Agreement to the Contractor shall not exceed the sum of **$208,049.90** for delivery of services in the Kentucky Youth Career Center-Metro, as specified in the Program Narrative and Budget, more fully described below.

9.2 Under-expenditures

The Board explicitly reserves the right to remove or withdraw encumbered funds allocated to the Contractor in the event of the occurrence of under-expenditures, and to reduce pertinent budget items, including cost-reimbursable line-items, on a pro rata basis for failure to perform at the levels of enrollment or other performance objectives set forth in the Program Narrative of this Agreement.

9.3 Withholding payment

The Board explicitly reserves the right to withhold compensation under this Agreement when the Contractor fails to submit in a timely manner any reports delineated in this Agreement or in Contractor Instructions.

9.4 Pro rate billings

Contractor, to the extent that it provides the same or related services to other parties, agrees to pro-rate its billings and out-of-pocket expenses to the Board which are of benefit to the other parties and to provide documentation to all

parties to verify the pro-ration of such billings and expenses. In no event will the Board pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

9.5 Reporting of income

The compensation payable under this Agreement may be subject to federal, state, and local taxation. Regulations of the Internal Revenue Service require the Board to report all amounts in excess of $600.00 paid to non-corporate contractors. Contractor agrees to furnish the Board with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Board as may be required by the IRS or the State Department of Revenue.

10. Independent Audit

If required by law, Contractor agrees to comply with the following requirements.

10.1 Non-profit Entity

If the Contractor is a public or private non-profit entity or an institution of higher education, such Contractor agrees to have an independent audit of its financial records each fiscal year, in accordance with the Single Audit Act of 1984 (P. L. 98-502), and OMB Circular A-133, if it receives a total of $750,000 or more in combined Federal funds for any fiscal year in which it receives funds under this Agreement. Such audit will be submitted to the Board, c/o Grants Management Division, Department of Finance & Budget, City Hall Annex, Louisville, Kentucky 40202, within three months after the close of the Contractor's fiscal year.

10.2 Payments under $750,000

If the Contractor described in paragraph A., above, does not receive $750,000 or more in combined Federal funds in a fiscal year in which it receives funds under this Agreement, it may be excepted from the audit by sending a listing of all Federal funds received in that fiscal year to the Grants Management Division.

10.3 Review of Audit

The Board, through the Louisville Jefferson County Metro Government, will review such audit to ensure the Contractor's compliance with applicable laws and regulations in the use of its Federal funds.

10.4 For-profit Entity

If the Contractor is a for-profit entity other than an institution of higher education, it is not subject to the Single Audit Act.

11. Modifications to Agreement

This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

12. Corrective Action

This Agreement will be monitored throughout the year to ensure that performance targets are met and that the Contractor is complying with the guidelines outlined in this Agreement.

Should it be determined that the Contractor is significantly behind on meeting performance targets or not in compliance with other aspects of this Agreement, KentuckianaWorks may request a corrective action plan from the Contractor.

Based on the areas identified by KentuckianaWorks for improvement or correction, the Contractor will develop and submit a corrective action plan that details strategies, action items, anticipated outcomes and a corresponding timeline.

Failure to correct items identified through the corrective action plan process could result in a decision to rebid the contract at the end of a fiscal year or in cancellation of the Agreement, per section 13.2 of this contact.

13. Cancellation of Agreement

13.1 Without cause

This Agreement may be terminated or canceled upon thirty (30) calendar days written notice by either party without cause. Within five (5) consecutive calendar days' written notice of cancellation, the Contractor will submit to the Board for its review and consideration a proposed schedule of planned expenditures and activities for the thirty-day cancellation period. Approval of all reasonable and necessary expenditures and activities for the thirty-day phase-out period is at the sole discretion of the Board. In the event of termination or cancellation, the Contractor shall not be relieved of liability to the Board for damages sustained by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for purposes of set-off until such time as the exact amount of damages due the Board from the Contractor is determined.

13.2 For cause

This Agreement may be terminated at any time for cause by the Board upon occurrence of any of the following:

12.2.1 Breach of any provision of this Agreement by Contractor;

12.2.2 The filing of a bankruptcy petition by or against the Contractor or an assignment by Contractor for the benefit of creditors or similar situations that could impact the ability of the Contractor to perform its obligations under this Agreement; or

12.2.3 Actions that endanger the health, safety or welfare of Louisville Metro Government employees or its citizens.

12.2.4 Actions of fraud, misappropriation, embezzlement, or malfeasance.

The Board shall provide written notice of termination to Contractor specifying the termination date and time. If the Board terminates this Agreement for cause, the Board shall have the right to withhold any payments due to the Contractor for purposes of set-off until such time as the exact amount of damages due the Board from the Contractor is determined. In addition, the Board may pursue any and all of its remedies in law or equity through all appropriate legal action.

13.3 Circumstances beyond Contractor's control

If Contractor is prevented from performing its obligations under the contract because of circumstances beyond its control, such as war, strike, act of God, or similar circumstances, then the Board may terminate this contract upon written notice to the Contractor specifying the termination date and time. However, if such termination is determined to be solely beyond Contractor's control and Contractor is in no way at fault for its failure to perform, then Contractor shall not be considered in default and Contractor shall not be liable for damages to the Board for its failure to perform.

14. Legal costs

It is hereby expressly understood and agreed among the parties hereto that, if at any time the Board must or should bring legal or investigatory action against the Contractor or any Subcontractor for violation of this Agreement, regulations or procedures of the Board or Louisville Metro Government or for audit or complaint of violations by or against Metro-funded employees or participants for any reason whatsoever, they, the Contractor, or Subcontractor, will in any event bear all legal and court costs attendant to or arising from or associated with such action, if the action by the Board is ultimately successful; but nothing contained herein will prevent the Board from settling or otherwise compromising such action without the imposition of costs, at the sole discretion of the Board.

15. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any court proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations

arising there under. Service of process may be accomplished by following the procedures prescribed by law.

16. No Assignment

The Contractor shall not transfer or assign this Agreement, in whole or in part, to any third party without the written consent of the Board, but in no case shall such consent relieve the Contractor of its obligations under the Agreement.

17. Employer/Employee Relationship

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Contractor to be an officer or official of the Board.

18. Authority

The Contractor, by execution of this Agreement, does hereby warrant and represent that Contractor is qualified to do business in the Commonwealth of Kentucky, and has full right, power and authority to enter into this Agreement.

19. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that are not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

20. Successors

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

21. Severability

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

22. Counterparts

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

23. Calculation of Time

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

24. Captions

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

25. Notices

All notices required under this contract shall be in writing and addressed to a party at the address listed above. Such notices shall be given by personal delivery or by overnight delivery or by certified mail and shall be effective upon personal delivery or if mailed, one day after mailing by overnight carrier and three days after mailing if by certified mail, properly addressed and postage prepaid.

26. Incorporation of Documents

The attached Program Narrative and Budget are hereby incorporated into this Agreement. The Contractor agrees to perform the functions described with particularity in the Program Narrative, and agrees to abide by the conditions established for payment in the Budget.

PROGRAM NARRATIVE

Board of Education of Jefferson County, Kentucky
3332 Newburg Road, Louisville, Kentucky 40218

Board of Education of Jefferson County, Kentucky
Adult and Continuing Education
612 South Forth Street, 4th Floor Louisville, Kentucky 40202.

Kentucky Youth Career Center

JULY 1, 2020 – JUNE 30, 2021

Program Contact

Ashley Janicki
Manager, Skills U
Jefferson County Public Schools
Office Phone: 502.485.7024
Cell Phone: 937.479.6784
Email: Ashley.Janicki@jefferson.kyschools.us

Scope of Program

Note: The scope of the program for Youth activities provided with Louisville Metro Government funds shall adhere closely to the scope of program activities provided with WIOA funds so as to provide a seamless set of services to youth at the Kentucky Youth Career Center. However, Louisville Metro Government funds allow for a degree of flexibility in programming. Differences between programming are outlined in the respective contracts.

Notes on Extenuating Circumstances:

This program year will likely be impacted by significant changes to the workforce development system at the national and state level, including:

- The COVID-19 outbreak in the third and fourth quarters of Program Year 2019 – 20 resulted in significant program delivery changes during that period.
- The state implemented a new data system of record for the workforce system called Kentucky Enterprise Engagement (KEE) Suite in October 2018. Since its implementation, the system has been plagued with issues and ongoing changes and the state has signaled its intention to change to a new system in Program Year 2020 - 21. This new system may also have the ability to become the data system of record for additional workforce programs funded through non State or Federal entities such as this program funded by Louisville Metro government. If this occurs and to accommodate this change, the Contractor agrees to make staff

available for training as requested and to comply with new data policies and procedures as they are issued and provided to the Contractor.

Target Population to be Served: Primarily, Out of School Youth, ages 18-24.

Kentucky state law has established the legal high-school drop-out age as 18. Therefore, the primary focus for Youth activities in the Greater Louisville Workforce Development Area is out-of-school youth ages 18-24. However, there are several exceptions:

- Out-of school youth ages 16 and 17 who have their HSD; and
- Some in-school youth may be served (e.g. high school youth participating in work based learning experiences or college students needing extra support). The age limit for in-school youth is 21.

The Contractor shall check with the Program Director at KentuckianaWorks before enrolling any youth under the special circumstances listed above.

Number of Eligible Youth to be served (New and Carryover): 300

Note: All carryover clients are expected to be served under this contract. Numbers will be adjusted once a determination is made on how to roll the carryovers forward.

The youth to be served under this contract are the same youth who enroll in WIOA. Unlike in years past where there has been a separate program enrollment into the WIOA program versus Metro program (behind the scenes; publicly everything is advertised as KYCC), this year and moving forward we will not have separate program enrollments. As federal funding continues to decline, Metro funding will be used to buttress federal WIOA funding in order to continue to reach enrollment targets and provide a robust menu of service offerings to participants.

Outreach and Recruitment

The Contractor shall be responsible for conducting outreach in order to make the Kentucky Youth Career Center and its services known throughout the community as well as to recruit individual participants to receive program services. Outreach and recruitment activities shall include but not be limited to:

- Regularly scheduled information sessions at the KYCC
- Advertisement of the KYCC via print materials (e.g. flyers at community centers) and an online presence (e.g. website, Facebook)
- Development of partnerships with other youth-serving agencies or agencies that interact with youth, such as the local school district; agencies that provide public benefits (TANF, SNAP, LIHEAP, etc.); the juvenile justice system; agencies that serve vulnerable youth (such as youth in foster care, experiencing homelessness, or struggling with mental illness); faith-based organizations

- Participation in coalitions that seek to assist youth in the target population
- Connection with other career centers funded by KentuckianaWorks

Assessment and Service Planning
The Contractor shall provide for objective assessment of each youth in the program. The assessment shall include, but not be limited to, the following areas:

- Assessment of Basic Skills--This includes assessment of basic skills and occupational skills.
- Career Assessment—This includes assessment of prior work experience, employability, interests, and aptitudes.
    - This also includes access to reliable information about career opportunities (based on labor market information) that provide a living wage, including information about education, entry requirements, and income potential.
- Assessment of Needs and Strengths—This includes assessment of supportive service needs as well as developmental needs. Assessments must also consider a youth's strengths.

Note: If necessary, Contractor shall provide reasonable accommodation in the assessment process for individuals with disabilities. Moreover, for career assessments, youth with disabilities may need further information on benefits planning and work place supports and may benefit from less-formalized career-related assessments such as discovery techniques.

The intention of a robust assessment for each youth is to provide meaningful information that will assist in the development of an Individual Service Strategy (ISS) that identifies appropriate services, supports, and career pathways that will guide the youth through successful completion of the program. The ISS should outline both short and longer-term achievement objectives and be directly linked to one or more indicators of performance. The ISS should be considered a living document such that it is reviewed and revised on an ongoing basis in order to document, among other things, a youth's activities, progress, accomplishments, or changes in goals or needs.

Program Elements
WIOA requires that the following 14 program elements be made available to youth participants, either directly through services provided by the Contractor or through leveraged partner resources. Given that Youth activities provided with Louisville Metro Government funds shall adhere closely to the scope of program activities provided with WIOA funds, the Contractor shall ensure that youth enrolled in the program have access to a similar set of program elements as listed below.

1. Tutoring, study skills training, instruction, and dropout prevention services
2. Alternative secondary school services or dropout recovery services
3. Paid and unpaid work experience
4. Occupational Skills Training
5. Education offered concurrently with workforce preparation and training for a specific occupation
6. Leadership development opportunities

7. Supportive services
8. Adult mentoring
9. Follow-up services
10. Comprehensive guidance and counseling
11. Financial literacy education
12. Entrepreneurial skills training
13. Services that provide labor market information
14. Postsecondary preparation and transition

At a minimum, the Contractor is expected to provide direct services for the following program elements: 2, 3, 4, 6, 7, 8, 9, 11, 13, and 14. For the remaining elements, the Contractor shall leverage partner resources both from within the Kentucky Career Center system and the community at large.

Case Management and Follow-up
The Contractor shall provide youth enrolled in the program with case management services that facilitate a youth's progression through the program--beginning with program orientation, assessment, and service planning; continuing with program activities and the provision of support or elimination of barriers; and culminating with persistence to employment or enrollment into occupational skills training or post-secondary education. Additionally, the Contractor shall offer follow-up services to participants to ensure their continued success.

Referrals
The Contractor shall provide referrals for youth, including:

- Providing participants with information about the full array of applicable or appropriate services available through KentuckianaWorks, the Contractor, and one-stop partners; and
- Referring participants to appropriate training and educational programs that have the capacity to serve them either on a sequential or concurrent basis; and
- Referral for further assessment and/or appropriate programs *if* a youth does not meet program or enrollment requirements.

The Contractor shall use United Community for all system referrals after receiving training from the KentuckianaWorks One Stop Operator.

Incentives
Incentive payments to youth participants are allowable. Payments are permitted for recognition and achievement directly tied to work experience, education, or training. The Contractor shall maintain a policy that outlines the conditions for receiving incentives and the procedures for issuing and tracking payments. The Contractor shall also adhere to KentuckianaWorks' policy regarding youth program incentives.

Work Readiness Training
In order to address employers' ongoing feedback about the challenges they face with the job readiness standards of employees and prospective applicants, the Contractor shall offer a robust menu of work readiness trainings (often referred to as soft skills training).

Topic areas may include resume/cover letter development, interviewing skills, job search and networking skills, positive communication, problem solving, stress management, etc. Basic financial literacy should also be included as a topic area. Curriculum should be informed by the latest research findings on relevant and engaging content.

Career Pathways
KentuckianaWorks is placing increased emphasis on incorporating career pathways into program activities. This means focusing on specific occupational sectors that are in demand in the regional labor market. Further, career pathways programs offer a clear sequence of education coursework and/or training credentials that are aligned with employer-validated work readiness standards and competencies. The Contractor shall work with KentuckianaWorks to further integrate the career pathways concept into youth program activities. This also includes coordinating with KentuckianaWorks' existing sector strategy initiatives.

Business Services
Employers, as well as program participants, are an important customer in the workforce development system. Given that KentuckianaWorks is placing increased emphasis on work experience opportunities for youth, the Contractor will need to collaborate even more closely with employers. At a minimum, the Contractor shall coordinate with Kentuckiana Works' Business Services team and Sector Strategies team for employer outreach.

Connection with One-Stop Delivery System
The Contractor shall work with KentuckianaWorks to coordinate connections between the youth program and the one-stop delivery system.

Stakeholder Input
KentuckianaWorks values opportunities for parents, youth, and other community members with experience relating to youth to be involved in the design and implementation of the youth program. KentuckianaWorks and its Contractor will continue to partner closely with the Coalition Supporting Young Adults to stay abreast of the needs and challenges facing disconnected youth in our community.

Youth engagement is of particular importance. "Authentic youth engagement offers youth-serving organizations and systems important expertise and partnership, resulting in youth and adults coming together to co-construct systems that are more informed and effective. At the same time, youth engagement provides young people with critical youth development opportunities to refine leadership and other important skills." (Aspen Institute Forum for Community Solutions, 2018). The Contractor shall develop and provide opportunities to increase youth engagement in program design and delivery.

Organizational Responsibilities

Voucher Processing and Vendor Relations

Managing the ITA and Supportive Services voucher system. This is defined as staff accountability and responsibility for the following:

- Collecting and submitting vendor invoices with appropriate training and / or support voucher documentation.
- Collecting student and attendance records needed for successful processing and approval of payment before submission to KentuckianaWorks for reimbursement.
- Ensuring the accuracy and validity of each pending training and support voucher in the local MIS system prior to approving them for submission to KentuckianaWorks for reimbursement.
- Reconciling and deleting pending and expired training and support vouchers in the local MIS system as appropriate on a monthly basis.
- Reconciling outstanding balances on training and support accounts in the local MIS system as appropriate on a quarterly basis.
- Contacting training and support vendors for issues pertaining to incomplete, incorrect, or expired vouchers.
- Reporting incidents of non-responsive / inactive training and support vendors to KentuckianaWorks on a quarterly basis or immediately if fiscal corrective action is required.

Monitoring

JCPS Adult & Continuing Education will internally monitor both paper and electronic customer files to ensure compliance with KentuckianaWorks policies and procedures. In addition, KentuckianaWorks will monitor paper and electronic customer files as needed. Further, KentuckianaWorks shall conduct on-going monitoring on a quarterly basis in order to assess the progress of all program functions and identify critical issues. The contractor shall respond to all monitoring findings within thirty (30) days. If the contractor does not respond to findings, a corrective action plan from the Contractor shall be submitted.

Data Tracking and Case Management

- Enter all required customer data as directed by KentuckianaWorks into ClientTrack or other data system as designated.
- Track participant data and provide periodic reports.
- Request technical assistance in writing from KentuckianaWorks regarding Policy and Procedures as needed.

Reporting Requirements

The Contractor will be expected to track and report activities to the Program Director on a monthly basis. Stakeholder reports for the Program Oversight Committee and Local Elected Officials are also required. Consistent due dates and templates for each report will be mutually agreed upon. Currently, monthly reports to the Program Director are due by the Friday of the first week of each month. Report topics include:

- Progress on qualitative and quantitative performance standards

- Successes and challenges
- Customer success story

Operations

Program Hours

(Note: Sites have been closed to the public in the fourth quarter of the Program Year 2019-20. The following hours assume a resumption of services to the public in two centers)

Service Site Location(s)	Program Hours	Total Hours Per Week
612 S. Fourth Street, 4th Floor Louisville, KY 40202	Monday, Tuesday, Wednesday & Friday 8:00am – 5pm Thursday 10:00am – 5pm	45
NIA Center, 1st Floor 2900 W. Broadway Louisville, KY 40211	Monday Thru Friday 8:00am – 5pm	45 hours, shared with other programs

The Kentucky Youth Career Center (KYCC) is expected to adhere to the required schedule of operations as indicated above, with the exception of the specified holidays listed below.

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

The KYCC at 612 S. Fourth Street is permitted to close early on the day of the Derby Festival parade per Metro guidelines issued prior to the event (last year's release time was 3:30pm).

Staffing

Because the target population to be served by this contract (primarily out-of-school youth) does not adhere to a normal school calendar, it is the expectation of KentuckianaWorks that program operations and staffing levels not be defined by the public school calendar. Therefore, the Contractor shall ensure sufficient staffing to keep the KYCC operational five days per week according to the schedule above AND to deliver the full complement of services outlined in the Scope of Program above. The Contractor will also provide staffing for flexible scheduling as needed (e.g. conducting outreach at community events outside of the KYCC operational hours listed above).

The Contractor must request approval for contract-funded staff to attend events and trainings held offsite (i.e., not at a local career center or local partner location). The request must describe how the training directly impacts services provided under this contract as well as detail the time and costs associated with the event/training.

The Contractor will implement a staff professional development plan that details how staff will be supported in their roles and responsibilities as well as opportunities for enhancement of skills and knowledge. The Contractor will work with the One-Stop Operator to define training needs specific to youth programming. The Contractor is encouraged to draw on resources outside the Kentucky Career Center as well.

A copy of the staffing plan will be provided to KentuckianaWorks. The Contractor must inform the KentuckianaWorks Program Director of any changes to staff assignments/roles in advance of implementation.

The Contractor will fund administrative and direct service staff as specified in the attached budget. List all positions to be funded in part or whole by this contract.

Total number of staff for this Contract:

Full Time (FT)	8
Part Time (PT)	2

Facilities Management

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

- Ensure a professional (albeit youth friendly) appearance of the Kentucky Youth Career Center on a daily basis, notifying KentuckianaWorks of any maintenance or security issues that need to be addressed with the landlord.
- Coordinate with KentuckianaWorks' IT provider to ensure that technology is operational at all times.
- Adhere to KentuckianaWorks' inclement weather policy and have procedures in place to communicate such policies to staff.
- The Contractor shall not close the KYCC without approval from the KentuckianaWorks Program Director.

Electronic Equipment and Software
All equipment and software purchase requests and requests to move electronic equipment must be submitted in writing to the KentuckianaWorks Program Director (these items must also be tagged for inventory).

Additional Contractor Responsibilities

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

Publicity and Media Releases
The Contractor will coordinate and obtain approval through the KentuckianaWorks Communication Department for all products dealing with media relations describing projects or programs funded in whole or in part with KentuckianaWorks money. Such products include: news releases (press releases and media advisories), media events, media interviews, advertising, print articles, public service announcements, and strategic marketing efforts. In addition, the KentuckianaWorks logo is to be placed on all written materials used in conjunction with the project including all program activities described in the Program Narrative. Further, the Contractor will clearly identify Louisville Metro Government and/or other appropriate funding sources as required by KentuckianaWorks.

Printed Materials
The Contractor will communicate with KentuckianaWorks regarding need for materials at the Kentucky Youth Career Center and make requests for printed materials with advance notice so that materials may be designed and printed. Additionally, all printed material used and distributed must receive prior approval from KentuckianaWorks. Moreover, the KentuckianaWorks logo is to be placed on all written materials used in conjunction with the project including all program activities described in the Program Narrative. Further, the Contractor will clearly identify Louisville Metro Government and/or other appropriate funding sources as required by KentuckianaWorks.

Incident Reports
The Contractor will provide (in writing) incident reports for (but not limited to) the following: theft, fighting, vandalism, and/or altercations with staff or other participants. KentuckianaWorks should also be notified if there is a participant or staff member who was involved in any off-site incident which has drawn/has the potential to draw media coverage.

Communication

The Contractor will participate in monthly management meetings with KentuckianaWorks to ensure proper communication and resolution of issues. The Contractor will also make staff available to participate in training sessions held by

KentuckianaWorks. In addition, Contractor staff must respond to written, telephone, and email correspondence within reasonable time frames. In the event that a point staff person will not be present, a back-up must be designated. If time parameters aren't met regarding correspondence, notification will be made up the chain of command and documented.

Deadlines
Contractor staff must adhere to all KentuckianaWorks deadlines with regard to report submissions, monitoring concerns, performance requirements, data cleanup, and submission of paperwork, etc. If deadlines cannot be met, a formal request for an extension must be sent via e-mail to the Program Director for proper approval. If extensions have not been formally requested and approved, notification of late submission will be made up the chain of command and documented.

Contractor Collaboration, Cooperation, and Coordination
The Contractor agrees that it will collaborate, cooperate, and coordinate services with other WDB contractors for the purpose of achieving WDB goals and providing exemplary service to our customers. Additionally, the Contractor will link with, refer participants to and otherwise collaborate, cooperate, and coordinate with any community resource regardless of its funding source in order to achieve the goals of this contract in the most efficient manner possible.

Utilization of Contractor Resources
Contractors are expected to apply their non-WDB funded resources, if the services provided are considered usual and customary and participants meet the eligibility requirements of the non-WDB funded resources in order to avoid duplication of services and to affect the most efficient use of community resources. A detailed list of these contributions is listed in the Contractor's proposal.

Contract Extension
This agreement will end on June 30, 2020. No extension is possible without specific action of the Workforce Development Board.

Performance

The Contractor will be responsible for contributing to the performance metrics outlined in the JCBOE Workforce Innovation and Opportunity Act Contract PY 2020-2021: 211-400-21.

BUDGET

Budget Narrative

a. This is a cost reimbursement contract. The total budget shall not exceed $208,050. Invoices and other documents will be submitted in a format and on a schedule directed or approved by the Board.

b. Since the Contractor, Board of Education of Jefferson County KY represents that it is

(X) a public entity
( ) a private non-profit entity,
( ) an institution of higher education
( ) a for-profit entity other than an institution of higher education,

Such Contractor

(X) is
( ) is not

subject to the Single Audit requirements referenced in Section 10.1, of this Agreement.

c. The Contractor's fiscal year ends on June 30th and any required audit, or listing of Federal funds received in the fiscal year, must be submitted to the Board, at the address given in Section III above, within three months of that date. If for any reason a required audit will not be completed within the three-month deadline, the Contractor must request in writing an extension of the stipulated deadline or will be considered in violation of this Agreement so as to be ineligible for compensation until the violation is rectified.

d. Furthermore, since the Contractor represents that it is

(X) a public entity scheduled to receive payment other than off-the-shelf tuition and/or fees
( ) a public entity scheduled to receive payment only for off-the-shelf tuition and/or fees,
( ) a private non-profit entity,
( ) a for-profit entity,

Such Contractor

(X) is
( ) is not

required to track expenditures under this Agreement with a view to determining program income, as delineated in Section 3.5 of this Agreement.

Budget Line Item Definitions/Requirements

- **Assessment** – This line item is to be used to cover the costs of assessment and GED attainment fees only. These costs should directly relate to deliverables outlined in the program narrative.

- **Dues/Subscriptions** – Subscriptions to journals, magazines, etc. that are considered reasonable and provide relevant information as it relates to the program funded by KentuckianaWorks will be allowed.

- **Educational Materials** – This line item is to be used to cover the cost of purchasing educational materials (manuals, study guides, and tools directly related to a curriculum or resource for learning). Written documentation must be provided to KentuckianaWorks that demonstrates that these materials will be used for the benefit of program participants only.

- **Equipment and Software** – This line item is to be used to cover the costs of any equipment or software desired by the subcontractor. All requests must be approved by KentuckianaWorks. After approval is obtained, orders for all electronic equipment and/or software are placed and coordinated through KentuckianaWorks.

- **Fringe Benefits** – The approximate percentage of position salary that it will cost to provide established company benefits such as health insurance life, dental, etc. Benefits should be based upon the Contractor's written personnel policy for all employees. Daily employee parking in a garage or lot where required is considered a fringe benefit and so should be included in this line item as well.

- **Furniture and Other Approved Equipment** – This line item is used to cover the costs of furniture including desks, chairs, tables, bookcases, file cabinets, and fax machines. Before any purchases are made using this line item requests accompanied by a written rationale must be submitted to KentuckianaWorks. All items must be reported on the Contractor's inventory and is considered to be the property of KentuckianaWorks. This line-item does not cover computer, copier, electronic, or related equipment.

- **Office Supplies and Copying** – This line item is used to cover costs of office supplies directly related to this program only. This includes items such as ink pens, paper clips, etc.

- **Outreach/Recruitment** – This line item is used to cover design/layout costs for pamphlets and other media materials and promotional items used to inform eligible youth in the community of the services available to them.

- **Printing** – This line item is used to cover costs for printing materials to be used in the course of providing contractual services to Metro program customers only.

- **Participant Expenses** – This line item is used to cover costs such as participant Awards, background checks, bonding as appropriate, ID/Name Badges, Incentives, and food. These items must be identified during negotiation of the contract and approved by KentuckianaWorks.

- **Planned Miscellaneous** – This line item is used to cover costs that contractor desires but they do not fit under any other line item. These items need to be clearly stated and receive prior approval from KentuckianaWorks.

- **Position Title/Personnel** – This line item is used to cover specific costs associated with positions needed to perform requested services. Positions must be clearly defined and specify job functions and responsibilities as they relate to this contract.

- **Postage/Courier Service** – This line item is used to cover costs related to using USPS, as well as Fed Ex, UPS, etc as necessary. If required to carry out obligations under contract expenses for Courier Service also come under this line item.

- **Security** – This line item is to be used only where security is required for the safety of staff and/or participants in the course of conducting the program.

- **Staff Development** – This line item is used to cover costs of staff attending meetings and conferences that directly relate to the program being administered by the contractor and which advance the knowledge of employees providing direct program services. Requests for reimbursements under this category must contain descriptions of activities and the benefit to the employee and Youth Career Center programs. Covered costs include mileage, airfare, meals (for out of town conferences) and conference/training registration fees.

- **Transportation-**This line item is used to cover transportation costs for eligible participants. Transportation costs must be tracked by funding stream.

- **Travel (Local)** – This line item is used to cover the costs of local travel to meeting and activities using personal transportation (vehicles) within a fifty mile radius from central office. Meetings are required to be relevant to contract and to the benefit of the clients being served. Local travel is considered within a fifty- mile radius of business location. Mileage reimbursement is to be in accordance with the contractor's established mileage policy or an agreed upon amount reached during contract negotiation. Parking expenses incurred will also be reimbursed under this line item.

- **Unforeseen Miscellaneous** – This line item is to be used to cover costs that don't fit within definitions specified above. It will not be used to cover cost overruns in individual line items. An example would be covering the cost of an interpreter not initially needed when the budget was initially finalized. NOTE: Total combined Unforeseen Miscellaneous and Contractual not to exceed **2**% of total budget.

- **Youth Development Activities** – This line item is used to cover costs associated with field trips for college/career exploration (such as transportation, meals, admission/registration fees) as well as leadership development activities.

Note: Funds cannot be used to market or support programs and services not related to this agreement. This includes paying for advertising of positions, completing and filing annual reports, business plan costs, legal services, or activities not directly related to this agreement.

Note: Budget line items and/or definitions cannot be added or changed without a written request and prior approval from KentuckianaWorks, with the following exception:

- For an individual line item, a change of 10 percent or less does not require approval.

Note: Invoices tied to the budget must be submitted to KentuckianaWorks' Fiscal Department by the 15th of the following month.

Line Item Budget: Contract 500-150-21

2020/21 JCPS Budget - METRO	FY20-21
Coordinator**(Jennifer) (1FT @ 30%)	$19,899.60
Fringe 6% Local	$1,193.98
Career Services Manager** (Cheryl) (1FT)	$19,010.00
Fringe 6% Local	$1,140.60
Clerk (Helena) (1 FT)	$13,340.40
Fringe 34% Non-fed	$4,535.74
Adult Education Career Developer (5 FT)	$86,256.00
Fringe 6% Local	$5,175.36
Instructional Assistant (2 PT)(2 X 19.75 X 52 weeks)	$12,748.46
Fringe 10%	$1,274.85
Extended Day	$20,000.00
fringe 6%	$1,200.00
Total Program Salaries	**$168,254.46**
Total Program Fringe	**$14,340.52**
Total Program Salaries & Fringe	**$182,594.98**
Travel (Local)	$400.00
Staff Development	
Office Supplies, Printing, & Copying	$1,000.00
Transportation: TARC Tickets & Passes	$4,000.00
Tests and Educational Materials	$4,000.00
Participant Expenses	$6,000.00
Youth Development Activities	$3,000.00
Total Operational Costs	**$18,400.00**
Subtotal	**$200,994.98**
Indirect costs (3.51% - see note below)	$7,054.92
Total Funds Requested (JCPS Contract)	**$208,049.90**

(Salaries take into account steps and COLA)

*Projection takes into account a .05% increase (3.51% x 0.05%)

Detail of Positions and Qualifications

Position Title: Coordinator

Specific Duties Related to Proposed Service:

a. Will serve as team leader.
b. Responsible for the day-to-day management of the center, staff supervision, and program design.
c. Responsible for developing and maintaining relationships with employers, social service agencies, and partners.
d. Responsible for the recruitment of customers.
e. Responsible for monitoring WIOA, state, and local performance outcomes.
f. Other duties as assigned.

Minimum Qualifications:

1. Education: Minimum Requirement: Bachelor's Degree, Master's Degree preferred.

2. Experience: Successful experience in providing services to at-risk populations, especially youth, preferred.

3. Other: Successful experience in organizational development and program management.

Position Title: **Career Services Manager**

Specific Duties Related to Proposed Service:

a. Responsible for the recruitment of employer partners and maintaining relationships with employers.
b. Responsible for providing eligibility determination services.
c. Responsible for working with customer to develop Career Plan.
d. Responsible for monitoring the customer's progress with program services and activities.
e. Responsible for contact with employers.
f. Responsible for conducting outreach programs for partners.
g. Responsible for overseeing prospective areas (e.g. career services, job development, case management) and generating monthly reports.
h. Providing instruction as needed.
i. Other duties as assigned.

Minimum Qualifications:

1. Education: Minimum Requirement: Bachelor's Degree. Master's Degree Preferred

2. Experience: Successful experience in providing services to at-risk populations, especially youth, preferred.

3. Other Qualifications: Successful experience in workforce development and program management.

Position Title: **Clerk**

Specific Duties Related to Proposed Service:

a. Responsible for making initial contact with participants, conducting brief intake interview, and collecting initial paperwork on all enrollees.
b. Responsible for all aspects of testing, including scheduling, proctoring, monitoring, scoring, data entry, etc.
c. Responsible for creating new participant files and distributing to appropriate staff members.
d. Responsible for data entry into designated databases.
e. Providing non-instructional or case management support to all participants.
f. Other clerical and administrative duties as assigned.

Minimum Qualifications:

1. Education: Minimum Requirement: High School Diploma or GED

2. Experience: Good communication skills essential; experience with Microsoft Office software preferred.

3. Other Qualifications: A good attitude and out-going personality are essential to making a positive first contact with customers.

Position Title: **Instructional Assistant / Clerk**

Specific Duties Related to Proposed Service:

a. Responsible for center reception and greeting customers and the public.
b. Responsible for answering the phone and routing calls.
c. Responsible for data entry in required databases.
d. Responsible for creating files and disseminating information to appropriate staff members.
e. Organizes and maintain supplies and educational materials.
f. Assists in providing non-instructional support for all students.
g. Other clerical and administrative support duties as assigned

Minimum Qualifications:

1. Education: Minimum Requirement: High School Diploma or GED

2. Experience: Good communication skills essential; experience with Microsoft Office software preferred.

3. Other Qualifications: A good attitude and out-going personality are essential to making a positive first contact with customers.

Position Title: **Adult Education Career Developer**

Specific Duties Related to Proposed Service:

a. Responsible for recruitment of customers.
b. Responsible for providing eligibility determination services.
c. Responsible for working with the customer to develop the career plan and educational and employment goals.
d. Responsible for follow-up and documentation of customer progress toward academic and work-related goals.
e. Responsible for case management and linkage to outside supportive services, and educational/employment resources.
f. Responsible for facilitating activities such as workforce education, Leadership development, financial literacy, and entrepreneurship skills.
g. Other duties as assigned.

Minimum Qualifications:

1 Education: Minimum Requirement: Bachelor's Degree

1. Experience: Successful experience in providing services to at-risk populations, especially youth, preferred.

2. Other: A good attitude and outgoing personality. Attention to detail. Experience facilitating workshop

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

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

The Board	The Contractor
The Greater Louisville Workforce Development Board, Inc.	Board of Education of Jefferson County, Kentucky
By:	By:
Michael B. Gritton Executive Director	Dr. Marty Pollio Superintendent
Date	Date

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

by Stephanie Malone
Stephanie Malone
Assistant Jefferson County Attorney

Date 4/6/2020