



#NAPAYA-12012020-01

GRANT AGREEMENT
Between
JEFFERSON COUNTY PUBLIC SCHOOLS
and
NEW AMERICA

This Grant Agreement ("Agreement") is entered into between the 'Grantor', New America Foundation ("NA" or "New America"), located at 740 15th Street NW, Suite 900, Washington, DC 20005, and the 'Grantee/Consultant', Board of Education, Jefferson County, Kentucky dba Jefferson County Public Schools ("JCPS"), with offices at 3332 Newburg Road, Louisville, KY 40218, and referred to as the Party or Parties, and independently as the Grantor and/or the Grantee.

PURPOSE

New America leads the Partnership to Advance Youth Apprenticeship ("PAYA"), a multi-year initiative to support the expansion of high-quality apprenticeship opportunities for high school-age students in states and cities and across a broad range of industry sectors. PAYA includes a set of activities that advance three core objectives:

1. Improving public understanding and awareness of American youth apprenticeship and how they serve students, employers, and communities.
2. Documenting and disseminating information about the conditions and strategies necessary for the success and sustainability of youth apprenticeship partnerships.
3. Putting resources in the hands of policymakers, and community and industry leaders to support their strategies to establish, improve, and expand high-quality youth apprenticeship partnerships.

The PAYA Grant Initiative is structured to support all three of these objectives by providing grants and technical assistance to partnerships in states and cities with clear action plans to expand participation in high-quality youth apprenticeship. The PAYA Grants support diverse strategies tailored to local needs of states and communities, but aligned toward shared goals across the cohort. Specifically, grantees will work together and alongside national experts in education and workforce development to:

- **Implement a youth apprenticeship vision and strategy** that lays a foundation for the sustainable expansion of programs in the state or region.
- **Launch, expand, and strengthen youth apprenticeship programs** aligned to careers with family supporting wages that provide a return on investment for employers.
- **Advance system and policy alignment** to mainstream youth apprenticeship as a high-quality post-secondary option with equitable access and outcomes.

PERFORMANCE PERIOD

The terms of this Agreement shall be in effect from February 17, 2021 to September 30, 2022.

GRANT OBJECTIVES

The work of PAYA grantees is critical to supporting the success of high-quality, scalable, youth apprenticeship partnerships that serve the needs of participating students, employers, and communities. As a PAYA grantee, JCPS will contribute to this goal by leading activities and demonstrating progress in line with the following objectives:



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OBJECTIVE ONE: *Implement a multi-year strategy for the sustainable expansion of youth apprenticeship.* The PAYA Grant Initiative is structured to support partnerships in cities and states to implement a clear plan for the expansion of high-quality youth apprenticeship opportunities over time. JCPS will convene key partners and stakeholders to implement, iterate, and support a multi-year strategy for expanding high-quality youth apprenticeship in Jefferson County. The strategy will:

- Target priority industry sectors and occupations for the development and/or expansion of youth apprenticeship pathways aligned the PAYA National Definition and Principles for high-quality youth apprenticeship programs.
- Set a clear regional apprenticeship expansion goal and articulate roles and responsibilities within public-private partnerships across industry, K-12, postsecondary to deliver high-quality apprenticeship programs for high school-age youth.
- Advance a clear intermediary strategy and identify capacity-building needs to support the implementation of accountable programs.
- Advance a stakeholder engagement and communications strategy to build awareness and support among industry groups, businesses, and employers, K-12, postsecondary, government and other critical community leaders.
- Mobilize new and existing public and private resources to support both the strategic work of the partnership and the sustainable expansion of youth apprenticeship.

OBJECTIVE TWO: *Improve data capacity to monitor program outcomes and drive continuous improvement.* To mobilize action and the public and private resources necessary for expansion, JCPS will continue to promote greater understanding and evidence of youth apprenticeship's potential as a high-quality postsecondary option for students and a cost-effective talent strategy for employers. Specifically, JCPS will:

- Establish data sharing agreements with relevant partners;
- Improve the partnership's capacity to report on key data on program participation and outcomes using a consistent data framework mutually agreed upon between New America and JCPS;
- Identify and track progress toward participation and outcome targets identified in JCPS' strategic plan and equity strategy.

OBJECTIVE THREE: *Identify and advance opportunities for systems and policy alignment.* The expansion and sustainability of high-quality youth apprenticeship demands alignment with existing education and workforce systems. Partnerships and programs must overcome barriers and develop new capacities across industry, education, and community partners. JCPS will engage partners to assess needs and challenges related to the expansion of youth apprenticeship in Jefferson County, and identify key policy priorities to both directly support and enable the sustainable expansion of youth apprenticeship programs in Jefferson County. Over the course of the grant period, JCPS will, in collaboration with New America and the PAYA Partners, set clear policy priorities and objectives, identify strategies for advancing those priorities, and track progress toward objectives. Grantee policy priorities should seek to:

- Align and integrate youth apprenticeship within broader education, workforce and economic development goals and initiatives in Jefferson County.
- Build the capacity of industry and education partners to overcome system and policy barriers to develop and implement high-quality youth apprenticeship experiences.
- Engage policymakers to capitalize on opportunities to shape a clear framework for supporting the expansion of youth apprenticeship programs over time.



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GRANTEE EXPECTATIONS

Under this Agreement, JCPS is expected to build awareness of their efforts, and participate in broader field building and peer-learning activities over the course of the performance period. Specifically, grantees are expected to:

- ***Form and coordinate the efforts of a working team to participate in grantee strategy implementation and PAYA national activities.*** The working team is expected to participate in regular technical assistance activities and national research and communications efforts as outlined below. The working team must include at minimum leadership and representation from core partners from industry, K-12 education, and higher education. It should additionally include key community and government leaders critical to action plan implementation. There must be a designated project lead to coordinate partners and manage strategy development and implementation.
- ***Organize and host at least two events to expand stakeholder engagement.*** JCPS is expected to organize an event or public engagement to support stakeholder outreach and build awareness of their efforts to expand youth apprenticeship as a grantee of the Partnership to Advance Youth Apprenticeship. JCPS will work with New America to determine what time and format will best serve the needs of JCPS' work plan. The event should focus on engaging key stakeholders critical to the success of JCPS' efforts including, but not limited to, industry, education, and relevant political leadership. Events may be hosted virtually or in-person, as allowed by local, state, or national public health restrictions.
- ***Participate in regular technical assistance activities.*** Team leads and the working team are expected to participate in PAYA Grant Initiative technical assistance activities through peer-learning and engagement with the PAYA National Partners. New America will provide guidance to the grantee about mandatory activities and other learning activities for the working team. Grantees will engage in cross-site learning opportunities to source and share best practices, and will co-develop solutions in partnership with national experts and partners. This will include, at minimum, monthly calls with grantee liaisons and/or technical assistance partners assigned by New America and regular participation in the meetings of at least one PAYA National Work Group. Grantees will be asked to budget travel funds for select working team members to attend one in-person event over the course of the grant period.
- ***Participate in national research and communications activities led by the PAYA National Partnership.*** Over the course of the performance period, New America and the PAYA National Partners will lead a series of national activities to improve awareness and understanding of high-quality youth apprenticeship. As a PAYA grantee, JCPS is expected to participate in the development of profiles, data collection efforts, and other activities to elevate and further support states and communities in communicating their success and mobilizing resources to realize a sustainable, long-term vision for expanding youth apprenticeship. Grantees may periodically be asked to participate in, present at, or lead PAYA Network learning opportunities or other regional or national events to promote youth apprenticeship, PAYA, and their own leadership in the field.



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Key PAYA Grantee Milestones and Dates*	
November 1, 2020	Performance Period begins
October 15, 2021	Interim Grant Report Due
October 2021	PAYA Grantee Convening - Date & Location TBD (virtual, if necessary)
September 30, 2022	Performance Period Ends and Final Grant Report due
October 2022	PAYA Phase 2 Closing Event - Date & Location TBD (virtual, if necessary)
* Dates subject to change	

GRANT DELIVERABLES

In line with the activities undertaken to advance three grant objectives, under this Agreement, JCPS is expected to deliver the following:

DELIVERABLE ONE: Interim Grant Report (October 15, 2021). JCPS will submit to New America an interim grant report that provides a detailed activity report, updates to key baseline data, and priority actions necessary to meet strategy implementation and expansion targets by the conclusion of the grant performance period. The interim grant report will include:

- A detailed report of progress to date on strategy implementation, including a summary of significant obstacles and opportunities encountered during the first half of the performance period, and any significant updates to the partnership's strategic plan (*Objective 1*);
- A report of current data, including an assessment of existing data reporting capacity and plans to enhance data capacity as needed (*Objective 2*);
- A summary of progress toward key systems and policy priorities and goals (*Objective 3*);
- An updated budget and work plan with key actions, activities, and milestones the partnership will advance over the remainder of the grant period, in support of the partnership's strategy to achieve scale and sustainability.

DELIVERABLE TWO: Grantee Final Report (September 30, 2022). JCPS will submit to New America a final grant report that includes the following components:

- Final report of available partnership, pathway, and disaggregated participant data, consistent with a data reporting framework developed in partnership with New America.
- Reflection on lessons learned over the course of strategy implementation during the grant period including documentation of key outcomes related to systems change and policy development.
- Revised strategy, including partnership vision statement and growth plan to guide program scale and system sustainability over three-year timeline.

FUNDING TERMS



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JCPS will receive \$200,000 in PAYA Phase 2 Funding to support costs associated with the activities, deliverables, and expectations described above. If grant total is different from total requested, grantees must submit a revised budget (via email) to their liaison prior to the execution of this agreement. Upon execution of this agreement, JCPS will receive a first installment of \$100,000. Upon timely submission and approval, at New America's sole discretion, of Deliverable One (described above), assuming continued compliance with the terms of the Agreement, the remaining balance of \$100,000 will be released to JCPS .

Installment One (Unconditional; February 2021): Within 30 days of the execution of PAYA Phase 2 Grant Agreement and receipt and approval of a revised project budget.	\$100,000
Installment Two (Conditional; estimated October 2021): Within 30 days of the submission and approval of Interim Grant Report by New America.	\$100,000

USES OF FUNDS

Funding provided by New America to JCPS will support cross-site learning and strategy implementation activities over the course of the performance period. Activities to be supported by grant funds shall be outlined in the work plan and budget submitted as part of the PAYA Phase 2 Grant Application. Direct wage or other subsidies to employers hosting or sponsoring youth apprentices are not permitted uses of funds. Allowable uses of funds include, but are not limited to:

- Staffing or consulting capacity related to strategy implementation, coordination, and socialization.
- Meeting costs associated with convening partners and relevant stakeholders.
- Research or communications activities.
- Training or consulting engagements with subject-matter experts.
- Travel to meetings, conferences, or other events related to grant objectives.
- The following costs associated with the effective launch or implementation of pilot programs or program improvements are allowed:
 - Start-up or seed funds to education, intermediary, or community partners to support program development;
 - Trainings or bootcamps to prepare employer and education partners, and students to participate in programs;
 - Supportive services (including transportation supports) to address equity gaps;
 - Program branding or outreach and recruitment costs;
 - Some direct programs costs such as equipment, and tuition may be eligible.

Grant funds may not be used for purposes other than those described in this Agreement; funds not used for the purposes of the Agreement must be repaid to New America. Grantees may request limited exceptions to the above or modify project budgets during the course of the grant period, but must obtain written approval from liaison and PAYA National Director before making any such changes.

TERMINATION



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This Agreement may be terminated by either Party and all obligations under this Agreement will thereby cease, upon fifteen (15) days' written notice to the other Party. In the event of any such termination, any unused funds provided by New America to JCPS in connection with this Agreement shall be immediately returned to New America.

FINANCIAL REPORTS

JCPS will furnish a final accounting statement detailing the final expenditure of funds within 60 days of the conclusion of the term of engagement.

INTELLECTUAL PROPERTY, BRANDING & PUBLICATIONS

Grantor shall remain the sole owner of all marks, logos, designs, and artwork, including the PAYA name and logo (hereinafter collectively referred to as the "New America IP"), associated with this project. Upon entering this Agreement, Grantor conveys to the Grantee a non-transferable license to use its IP in connection with the work produced by this Agreement. The license granted herein will be exclusive to the Grantee and under this license the Grantee will have the right to use the IP. Any use deemed inconsistent or in violation of this Section will be deemed a material breach of this Agreement. Notwithstanding the above, any intellectual property created by the Parties during the life of this Agreement will be owned fully by the Grantor.

Grantor retains editorial control over all PAYA and New America branded digital and print publications, including use of PAYA and New America name and logo. Any publication or product that is developed as part of this agreement by the Grantee with grant funds, through this Agreement, will be subject to review by Grantor, and will acknowledge PAYA and New America in writing in an Acknowledgements section, through logo use, and either in the text or in a header or footer as appropriate (depending on the parameters established by publishing entity).

In conjunction with the terms above, Grantee hereby grants, and agrees to grant at the time of the creation of any deliverables, an irrevocable, exclusive, royalty free license by which NA shall be permitted to copy, distribute, publish, create derivative works of, and otherwise use all tangible results and items created by Grantee in the course of performing, or constituting the results of, the work performed under this Agreement; **provided, however that before any such disclosure, all student personal identifiable information is first de-identified pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232(g) and 34 C.F.R. 99.31 (a)(1), et. seq. ("FERPA").**

Grantee also agrees not to publish or otherwise release or disclose the results of any research or findings resulting from his/her work under this Agreement for a period of at least ninety (90) days without the prior written permission of NA. Grantee represents and warrants that the deliverables are original to it and do not in any way infringe the rights of any third party.

CHOICE OF LAW & JURISDICTION



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All legal matters pertaining to this grant will be governed by the laws of the District of Columbia, and any dispute arising under this grant shall be referred to arbitration and final determination by a single arbitrator. The arbitration shall be administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Washington, D.C.

STANDARD GRANT TERMS AND GRANTEE ACKNOWLEDGEMENTS

- A. JCPS shall not use the grant funds to attempt to influence legislation, to lobby, to influence the outcome of any election, or to register voters.
- B. Any funds not used to carry out the stated purpose of this grant as set forth above and in related attachments must be returned to New America at the close of the grant period.
- C. For the duration of the Agreement, JCPS will maintain effective internal controls over the management of this Agreement, ensuring compliance with all applicable Federal, State, or Local statutes, regulations, and terms & conditions of this Agreement.
- D. JCPS takes responsibility for informing, monitoring, and holding accountable all other parties that it involves in the execution of the work of the grant.
- E. JCPS acknowledges that funding for this request does not guarantee future funding, that failure to comply with the terms of this Grant Agreement may jeopardize future funding from New America, and that there may be circumstances under which New America may determine that it will not disburse an unpaid portion of the grant.
- F. Each Party shall be responsible for its own negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. Neither Party shall be obligated to indemnify, hold harmless, or defend the other Party in any action arising out of this Agreement. In no event shall either Party, its affiliates or each of their partners, principals, agents, servants, personnel, officers and directors be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense relating to this agreement, nor shall either Party be liable for any claim or demand against the other Party by any third Party, regardless of whether either Party has been apprised of the likelihood of such damages occurring. The provisions of this paragraph shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence) or otherwise. The provisions of this paragraph shall survive the termination of this agreement for any reason.
- G. For the duration of the Agreement, JCPS will maintain sufficient financial systems and processes, ensuring Grant funds are only used for activities within the agreed upon scope and authorized award period of this Agreement.
- H. JCPS hereby agrees to immediately notify New America of: (i) any legal matter arising in relation to the Agreement; (ii) any material litigation or proceedings that are instituted or threatened against the Grantee or its assets, to the best of the Grantee's knowledge,



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that could negatively affect fulfillment by the Grantee of the stated terms of the Agreement; and (iii) any potential violation of the terms stated within.



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The undersigned duly authorized representative of JCPS acting for and on behalf of said organization, as the Grantee hereunder, has read, accepts, and agrees to comply with the terms of this Agreement with New America, and agrees to notify all related persons and agencies under the direction of JCPS to comply with all of said terms.

Signature

Signed Date

Dr. Marty Pollio

Superintendent of the Jefferson County Public School (JCPS) District

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1/28/2021 | 8:25 PM EST

Signature

Signed Date

Barry Howard

Chief Financial and Administrative Officer

New America