MEMORANDUM OF AGREEMENT BETWEEN KENTUCKIANAWORKS AND OLDHAM COUNTY PUBLIC SCHOOLS

This Memorandum of Agreement ("Agreement") executed this 01 day of July, 2024 shall be between KentuckianaWorks and the Oldham County Public Schools (OCPS).

The purpose of this Agreement shall be to establish and define the responsibilities and obligations of each party with regard to the use of resources made available by the Kentucky State Legislature to make workforce services and supports available to help at least 40 Oldham County Public School seniors in the class of 2025 establish a plan, and secure a good job that pays at least \$15.00 an hour with benefits for the Project known as "After the Tassel". In addition, some of the funding will be used to support a Transition Coach position at OCPS. Both the services and the position will focus on issues affecting job seekers and companies in Oldham County. These will include:

- Ensuring that workforce investment activities meet the needs of employers and support economic growth in the region, by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers; and
- Developing and expanding career pathway efforts by aligning the employment, training, education, and supportive services that are needed by youth and young adults, particularly individuals with barriers to employment.

Oldham County Public School individuals and any other designee of OCPS in this Project will:

- Work with the KentuckianaWorks point person to design, deliver, and evaluate real-world relevant services and events that support graduating high school seniors.;
- Expend Resources for High School Seniors in the following way \$50,000 Project Lead, \$20,00 for Employer field trips, visits, transportation,\$5,000 for participant supports.;
- Meet regularly with the KentuckianaWorks point person to discuss the ongoing progress of students, developments of career pathways and alignment efforts.;
- Refer companies that are adding jobs to the KentuckianaWorks Business Services Team so that new jobs can be posted in the state's electronic job-matching system, making them accessible to all job seekers in the Kentucky Career Center system.;
- O Demonstrate an effort to make said companies aware of the resources the SPOT and the Kentucky Career Center may offer to them. These include but are not limited to electronic job postings, physical job fairs, assistance with candidate recruiting and screening, and the potential use of Workforce Innovation and Opportunity Act (WIOA) training funds for onthe-job training or customized training related to the necessary skills for jobs.;
- o Identify/Designate a specific individual or specific procedure to ensure students/participant information is captured in the KentuckianaWorks Launchpad software system.
- Make themselves available for monthly in-person/virtual progress meetings to report updates and progress and identifying senior participants for the program who are receiving services (want help, are receiving help, participating in pre-employment activities, employer's specific activities, and securing a job.;
- o Provide a monthly program summary starting on 10-2024 with program highlights and progress towards securing a job for 40 seniors after they graduate.

- o Provide quarterly, written financial reports to the KentuckianaWorks Board summarizing how the key workforce development-related funds are expended monthly.;
- The OCPS District as the primary contractor shall maintain comprehensive and accurate documentation for all expenditures made in relation to the implementation of the agreed upon program for high seniors. This includes, but is not limited to payments made to private sector employers, and other subcontractors involved in providing paid internships and coops. Types of evidence should include invoices or receipts explaining the services rendered by employers, proof of payment, contracts or agreements between the school district and the employers, reports or documentation verifying the completion of agreed upon services and milestones. Provide quarterly, written financial reports to the KentuckianaWorks Board summarizing how the key workforce development-related funds are expended monthly.; and
- o Be available as required to make presentations to the KentuckianaWorks Board or its committees to report on these activities in greater detail as requested;
- o Identify participants, and sign-up eligible participants for the Project to assists KentuckianaWorks in tracking participant enrollments, demographic data, barriers, participation in services, job placements, and earned credentials by making the data available in a way that does not violate the participants right to privacy—but allows KentuckianaWorks to have critical data;
- Maintain all the records pertaining to this Agreement for a period of not less than three (3) years after all matters pertaining to this agreement are resolved in accordance with applicable federal and/or state law. Records must be provided as backup to the quarterly financial reports if requested by KentuckianaWorks, any representatives of the Kentucky Legislature the Commonwealth, or auditors working with any of the parties named herein; and,
- o OCPS agrees that none of KentuckianaWorks' funding for this will be used on business relocation projects that would result in job losses for other employees of that same business.

<u>Funding:</u> KentuckianaWorks agrees to provide \$75,000 to support the After the Tassel work in FY25, which runs from July 1, 2024 through June 30, 2025. Upon receiving an invoice and line-item budget explaining the proposed expenses related to this project for OCPS seniors, KentuckianaWorks will release the resources in one installment. Should KentuckianaWorks require more detailed reporting beyond the monthly program summary and the quarterly financial reports, the OCPS should be prepared to provide the backup information requested. KentuckianaWorks' support for these services and position will be funded with State Legislature funding for services provided and expenses incurred by OCPS under this agreement with specific line items attached in the appendix of this agreement. Contingent on the availability of funding and OCPS compliance with the responsibilities set forth in this agreement, KentuckianaWorks agrees to provide technical assistance and general support to the Project as requested.

<u>Responsibility for Disallowed Costs</u>: OCPS acknowledges and agrees that should any disallowed cost ever arise due to the violation of this agreement, OCPS (and not any of the seven counties who are signatories to the Inter-Local Agreement) will be solely responsible for the repayment of those disallowed costs.

Hold Harmless/Indemnification: OCPS shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents, successors in interest, agencies, departments, affiliates, and assigns from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from OCPS's negligence 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 therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

Witness the duly authorized signatures of the parties hereto:		
Michael B. Gritton, Executive Director	Date	
Oldham County Public Schools	 Date	