



Commonwealth of Kentucky

CONTRACT

IMPORTANT
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Doc Description: 21st Century Community Learning Centers	
Doc ID No: PON2 540 1400001097 1	Procurement Folder: 3232817
Procurement Type: Memorandum of Agreement	
Administered By: Martha Johnson	Cited Authority: FAP111-44-00
Telephone: 502-564-1979 EXT. 4358	Issued By: Martha Johnson

C O N T R A C T	TREAS CARROLL CO BD OF E BOX 90 813 HAWKINS ST CARROLLTON KY 41008 US	<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> <p>APPROVED-FM FEB 12 2014 Approved by FAC</p> </div>
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Line	Description	Qty	Unit Price	Amount	Total Price
1	21st Century Community Learning Centers	0.00	0.00000	75,000.00	75,000.00

Extended Description

Contract Period: February 15, 2014 - September 30, 2014
 MUNIS#: 5504C (Federal) CFDA# 84.287 E74593

Vendor will implement the 21st Century Community Learning Centers (21st CCLC) initiative to provide academic, artistic and cultural enrichment opportunities to children, particularly students who attend high poverty and low performing schools, to meet state and local standards in core academic subjects; to offer students a broad array of activities that can complement their regular academic programs and promote youth development; and to offer literacy and other educational services to the families of participating children. Programs must ensure that the academic services they provide are aligned with the school curriculum in the core subject areas.

Cost reimbursement. Vendor will submit quarterly MUNIS reimbursement reports including a summary and detailed line item object codes of expenditures consistent with the approved budget. A final MUNIS report must be submitted within 60 days of the contract expiration date.

This contract authorizes funding for the contract period based upon the availability of funds.

376761 KDE DIV OF BUDGETS 500 MERO STREET 16TH FLOOR CAPITAL PLAZA TOWER FRANKFORT KY 40601 US	C O N T R A C T	
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Total Order Amount	75,000.00
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By signing this contract, the vendor agrees that electronic approvals may serve as electronic signatures.

1st Party X: C. Hanna Title: for Commissioner Date: 2-10-14

2nd Party X: Attached Title: Superintendent Date: _____

KENTUCKY DEPARTMENT OF EDUCATION
21st Century Community Learning Centers

Check application type – must be indicated in order for application to be reviewed.

- New Applicant
- Continuation Applicant-21st CCLC Grant Funds are in 5th year or have expired
- Expansion Applicant –current 21st CCLC grantee
- ESEA Flexible Waiver Option

Site(s) to be served by grant (3 sites maximum): 1) Carroll County Middle School
2) Richard B. Cartmell Elementary School 3) _____

Amount Requested for first grant year: \$ 75,000

Fiscal Agent Carroll County School District	Co-Applicant Carroll County Ministerial Association
Mailing Address (street, city zip code) 813 Hawkins St. Carrollton, KY 41008	Mailing Address (street, city zip code) 401 Highland Ave. Carrollton, KY 41008
Superintendent/Chief Executive Officer Typed Name: Lisa James, Ed.D.	Superintendent/Chief Executive Officer Typed Name: Chris White
Project Contact (name) <u>Carl Roberts</u>	
Agency <u>Carroll County School District</u> Telephone No. <u>1.502.732.7070</u>	
Fax No. <u>1.502.732.7073</u> Email <u>carl.roberts@carroll.kyschools.us</u>	

As confirmed by the signature(s) below, I/we confirm that the attached application was reviewed and approved for implementation by authorized representatives of all agencies connected with this application, including local school board(s), school site-based council(s), and the governing board(s) of other public and private organizations. I/We further confirm: (1) the information in this application is correct and complete; (2) failure to comply with all requirements and assurances, as listed in the RFA, will negatively impact funding and/or eligibility to apply for future grant opportunities; and (3) 21st Century Community Learning Centers will operate in accordance with current federal laws and regulations and the provisions of this application as approved.

Fiscal Agent: Superintendent/Chief Executive Officer

[Signature]

Date

11/26/13

Co-Applicant: Superintendent/Chief Executive Officer

[Signature]

Date

11/26/13

Notary Public

Barbara A. Barrett

My commission expires:

10-23-16 (Notary Seal)

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**Memorandum of Agreement Terms and Conditions for Agreements
Between A State Agency and Other Governmental Body or Political Subdivision
Terms and Conditions**

SCOPE OF WORK:

This contract is based on the detailed requirements as outlined in the December 2013 Request for Application.

Vendor will implement the 21st Century Community Learning Centers (21st CCLC) initiative to provide academic, artistic and cultural enrichment opportunities to children, particularly students who attend high poverty and low performing schools, to meet state and local standards in core academic subjects; to offer students a broad array of activities that can complement their regular academic programs and promote youth development; and to offer literacy and other educational services to the families of participating children. Programs must ensure that the academic services they provide are aligned with the school curriculum in the core subject areas.

21st CCLC recognizes that improved student achievement occurs when communities implement programs that are scientifically proven to be effective and is committed to ensuring that students have access to high quality and engaging enrichment activities that truly support their learning and development. The 21st CCLC initiative further stresses the importance of diverse groups and organizations working together to strengthen school and community networks to help students and families succeed. Funds will enable communities to design and implement effective out-of-school programs that will result in improved student achievement, and be sustained through community partnerships at the conclusion of the grant funds.

Funding for next approved project of grant funds will be made contingent upon completion of current project of funding, program progress and availability of funding.

This is a federally funded grant and is contingent on availability of funding.

BILLING: Remit all invoices, bills, or requests for payment to: Martha Johnson, Division of Budgets and Financial Management, Kentucky Department of Education, 500 Mero Street – 16th Floor, Frankfort, KY 40601, or email to martha.johnson@education.ky.gov.

An individual summary and detailed MUNIS report must be submitted for each school by object code. NO REVENUE REPORTS.

This contract authorizes funding for the contract period based upon the availability of funds. The Kentucky Department of Education reserves the right to withhold or cease funding for non-performance, or breach, during the life of the contract, if it is in the best interest of the Commonwealth to do so.

BUDGET:

SCHOOL	Carroll Middle / Richard B Cartmell Elementary	Total
MUNIS	5504C	

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CODE		
0100 Salaries	\$44,351	\$44,351
0200 Benefits	\$21,364	\$21,364
0300 Professional Services	\$1,000	\$1,000
0400 Purchased Property Services		
0500 Other Purchased Services	\$1,000	\$1,000
0600 Supplies	\$2,000	\$2,000
0700 Property		
0800 Miscellaneous	\$5,285	\$5,285
0900 Other – Indirect Cost		
TOTAL	\$75,000	\$75,000

METHOD OF PAYMENT:

Cost reimbursement. Vendor will submit quarterly MUNIS reimbursement reports including a summary and detailed line item object codes of expenditures consistent with the approved budget. A final MUNIS report must be submitted within 60 days of the contract expiration date.

FINANCIAL REPORTS:

Both Parties to this contract agree that financial reports must be filed throughout the term of the contract as per the language in the scope of work. A final technical report must be filed within thirty days of the conclusion of the contract. The financials will be used to help evaluate the program's effectiveness and provide for the program's accountability.

Choice of Law and Forum

The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this agreement or any of its terms.

Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

Cancellation clause:

Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other

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evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

Effective Date:

All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

Violation of tax and employment laws:

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.