

**SUB-AGREEMENT
 BY
 Save the Children Federation, Inc.
 TO**

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

1. Project Name: Young Elementary	2. Sub-award Number: 999000707
3. Sub-award Effective Date: 7/1/2015	4. Sub-award Expiration Date: 6/30/2016
5. Sub-recipient Contact Name and Information: Dr. Donna Hargens Superintendent donna.hargens@jefferson.kyschools.us	6. Save the Children Contact Name and Information: Sarah Belanger Early Childhood Program Lead, SC sbelanger@savechildren.org
7. Donor Comments: 	
8. Total Obligated Amount: \$30,766	9. Total Estimated Amount \$30,766
IN WITNESS WHEREOF , Save the Children Federation, Inc. and Sub-recipient have each caused this agreement to be executed on their behalf:	
10. Sub-recipient Authorized Representative: BY: _____ Dr. Donna Hargens TITLE: Superintendent DATE: _____	11. Save the Children Federation, Inc. Authorized Representative: BY: <u>Shane Garver</u> _____ Shane Garver TITLE: State Director DATE: <u>6/10/15</u> _____

Devery Hensley
Chief Academic Officer

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I Definitions and Scope of the Agreement

(a) In addition to any term which is defined in a Section of the Agreement, the following terms shall have the definitions provided below:

"Sub-award Effective Date" means the date specified as the start date in Section 3 of the Cover Sheet;

Sub-award Expiration Date" means the Implementation End Date or such later date on which all the rights and obligations of the Parties under the Agreement have been performed (other than under Section 6). See section 4 of the Cover Sheet;

"Budget" means the budget for the Project/Program(s) in Appendix 2 as varied or amended in accordance with Section 6;

"Current Obligated Funding Amount" means, at any time, the amount of the Sub-agreement funds which SCUS has paid and committed to pay the Sub-recipient at such time. This amount is stated in Section 8 of the Cover Sheet;

"Days" means calendar days

"Donor" means the entity specified as donor in Section 7 of the Cover Sheet (as applicably noted);

"External Partner" means a partner selected to implement the Project/Program(s) otherwise referred to as Sub-recipient;

"Sub-award" means the sub-award to be made by SCUS to the Sub-recipient on the terms set out in the Agreement;

"Implementation End Date" means the date specified as the Implementation End Date in Section 4 of the Cover Sheet;

"Project/Program(s)" means the project or program specified in Section 1 of the Cover Sheet and Appendix 1;

Total Sub-award Amount" means the total amount of the Sub-award specified in Section 8 of the Cover Sheet, including the total amount of any Current Obligated Funding Amount, if applicable;

"Year" means the period of 12 months beginning on the Agreement Start Date or any anniversary of the Agreement Start Date except that the final Year of the Agreement shall end on the Implementation End Date.

(b) Purpose

The purpose of this Agreement is for Save the Children Federation, Inc. (hereinafter referred to as "SCUS") to set out the rights and responsibilities of SCUS to **Jefferson County Board of Education**, (hereinafter referred to as Sub-recipient), in relation to the Agreement and implementation of the Project/Program(s) at **Young Elementary**. It is agreed that the funding set forth in this agreement will be used exclusively for achievement of the Project/Program objectives.

(c) Total Sub-award Amount

SCUS shall make the Total Sub-award Amount in US Dollars available to the Sub-recipient at the times and upon the terms set out in this Agreement and subject to SCUS receiving the necessary funding.

(d) Current Obligated Funding Amount

If SCUS agrees to make a Current Obligated Funding Amount available to the Sub-recipient, SCUS shall make such payment to the Sub-recipient in upon the terms set out in this Agreement.

(e) Gifts-in-kind

SCUS is actively pursuing gift-in-kind contributions to replace committed cash amounts included for the project budget. Should SCUS secure such contributions, they will be passed through to the partnering organization and the dollar amounts of said contributions will be removed from the committed cash amount of the project. SCUS will send a formal budget revision at that time.

2 Appendices

The following Appendices which are indicated in the boxes provided below shall form part of this Agreement provided that, in the event of any inconsistency, the Sections of this Agreement will prevail over any provision in an Appendix and the Appendices shall have precedence in the following order:

X Appendix 1 - Project / Program(s) plan and program documents

	I.a. School Age Program Quality Standards
	I.b. Afterschool Program Component
	I.c. Foster Grandparent Program Expectations
	I.d. SummerBoost Camp Program Component
X	I.e. Early Steps to School Success Program Component
	I.f. Sponsorship Program Expectations
X	I.g. Data Use Agreement and Consent to Release Confidential Student Education Records (first year Sub-recipients only)
X	I.h. Technology System Requirements

X Appendix 2 - Project / Program(s) Budget

X Appendix 3 – Save the Children Child Safety Policy (as updated and revised from time to time)

X Appendix 4 – Save the Children Zero-Tolerance Fraud Policy

3 Responsibilities of the Parties

(a) Roles and Responsibilities of SCUS

SCUS will:

- (i) Be legally and solely responsible to the Donor for the Project / Program(s) and be the sole Party in direct communication with the Donor;
- (ii) Transfer funds on time and otherwise in accordance with Section 4;
- (iii) Provide guidance and technical assistance for the Sub-recipient to implement the Project/ Program(s) as described in the Project / Program Plan (Appendix I);
- (iv) Engage in other monitoring activities necessary to effectively oversee this sub-award which may include on-site visits to observe program activities, periodic implementation meetings and other measures necessary to monitor activities under this sub-award. Sub-recipient programs will be periodically monitored through SCUS site visits to selected sites with a minimum of one week prior notification when possible. SCUS reserves the right to conduct unannounced site visits if it is deemed necessary to ensure program operations and effectiveness.

(b) Roles and Responsibilities of the Sub-recipient

The Sub-recipient will:

- (i) Be responsible for achieving the objectives of the Project / Program(s) as described in Appendix I, including planning, implementation, reporting and monitoring Project / Program(s) activities;
- (ii) Be responsible for the financial management and administration of the Project / Program(s), which shall be undertaken in observance with all applicable federal and state laws including 2CFR200 where applicable to relevant Sub-recipient organization type and in accordance with good management practice;
- (iii) Report in writing to SCUS within 7 days of becoming aware of any of the following:
 - 01. Changes to the overall goal, objectives, or results set out in the Project / Program(s) Plan in Appendix I;

- 02. Implementation delays of more than 30 days;
 - 03. Changes to the amount of the total Budget for the Project / Program(s);
 - 04. Budget variance of more than percentage/amount listed in section 4(a)(ii);
 - 05. Any other issues that would or could have a significant adverse impact on delivery of the Project / Program(s) or the reputation of SCUS.
- (iv) Notify SCUS in the event of direct communication from the Donor and seek prior approval from SCUS for any resulting communication with the Donor;
 - (v) If and when required by SCUS, clearly state in all external communications, including printed material referring to the Project / Program(s), that it is funded by SCUS and/or the Donor.
 - (vi) Facilitate any visits from SCUS or the Donor in connection with this Agreement when required.

(c) Roles and Responsibilities of the Parties

During the implementation of the Project / Program(s) each of the Parties will avoid statements or actions which may, directly or indirectly, jeopardise the good name and reputation of the other Party.

4 Budget, Funds Transfers, and Financial Management

(a) Budget and Funding

(i) The Sub-recipient shall ensure that the Total Sub-award Amount including any Current Obligated Funding Amount will be used in accordance with the approved Project / Program(s) Budget (Appendix 2).

(ii) Please note that SCUS allows 100% line item flexibility within the total amount of each program cost with the exception of the following budget categories and/or line items: personnel and transportation. The program costs are defined as In-school, Afterschool Literacy, Afterschool Healthy Choices, SummerBoost, Early Steps to School Success, and Sponsorship where applicable. This flexibility is allowed provided that any spending deviations from budget are only for the furtherance of implementation of program plans and not to supplement or supplant the existing or unforeseen costs of any of Sub-recipient's non-SCUS programs.

(iii) The **Total Estimated Amount** (shown on the cover page) is the total estimated amount of funds available for the work to be performed under this Agreement.

(iv) SCUS hereby obligates funds to the Sub-recipient up to the **Total Obligated Amount** indicated on the cover page. SCUS is not required to reimburse the Sub-recipient for any costs in excess of the Total Obligated Amount. SCUS expects to obligate additional increments up to the Total Estimated Cost, subject in all cases to the availability of funds.

(v) Upon acceptance of this Sub-award, SCUS shall make periodic payments to the Sub-recipient as detailed in the sections below. All payments to the Sub-recipient will be made by direct deposit or check in the name of the Sub-recipient as follows: **Jefferson County Board of Education**. Payments will be issued upon receipt of an acceptable financial report and generally within 30 days of receipt.

01. Sub-recipient will receive reimbursement payments as follows:
Sub-recipient will receive a reimbursement of expenses following the receipt of approved quarterly in-system financial reports.

Sub-recipient receiving quarterly reimbursements should submit quarterly in-system financial reports according to the reporting schedule outlined in Section 8(b) of this Agreement.

02. ☒ Sub-recipient will receive advance payments as follows:
Advance payments: SCUS will make four advance payments to the Sub-recipient based on the approximate installment amounts and criteria below. These advances will normally be made on a quarterly basis. Advances are to total no more than the Sub-recipient's quarterly cash

requirements and will consider the balance of unspent funds from previous advances as evidenced by the Sub-recipient's quarterly in-system financial reports. An acceptable balance of funds for the Sub-recipient will be a reasonable amount or no more than 20% of total program funds received to date. This will allow smooth program operations while the quarterly in-system finance report and subsequent advance request is reconciled and reviewed. Total advances will not exceed 80% of the total sub-award amount.

Payment Installment	Payment Amount	Requirements
1 st Advance	15% of total obligated amount	• Signed agreement • Certificate of liability insurance
2 nd Advance	20% of total obligated amount	• 80% of cumulative funds received spent • 1st quarter financial report
3 rd Advance	25% of total obligated amount	• 80% of cumulative funds received spent • 2nd quarter financial report
4 th Advance	Up to 20% of total obligated amount; not to exceed 80% of the total obligated budget	• 80% of cumulative funds received spent • 3rd quarter financial report
Final Payment	Reimbursement up to 100% of total obligated amount	• Project/program completed • All reports/data submitted • 4th quarter financial report • Reimbursement of balance of obligated amount due based on actual, approved, allowable financial reported expenditures within the sub-award term.

If Sub-recipient does not meet requirements for payments to be issued beyond the first advance, Sub-recipient may submit interim financial reports reflecting 80% of cumulative funds received have been spent in order for SCUS to release the next advance installment.

(vi) Other Terms of Payment:

01. Accounting for payments: Advances shall be deposited by the Sub-recipient and maintained in a separate bank account unless the Sub-Sub-recipient utilizes a segregated fund accounting system that tracks funds by sub-award and is acceptable to SCUS. If the Sub-Sub-recipient does not have segregated fund accounting and a separate bank account is specifically excluded by legislative authority, then funding will be provided on a cost reimbursement basis.

02. Unspent Balance: Any unspent balance of funds at the completion date of the agreement must be refunded back to SCUS and should be submitted along with the final in-system financial report.

(vii) The Sub-recipient shall ensure that any amendments to the Budget are in accordance with Section 6 of this Agreement.

(b) Under-spending and Implementation Delays

(i) At the midpoint of the project, SCUS will work with Sub-recipient to assess spending and determine any budget changes that may be needed in order to ensure no more or less than adequate funding is obligated to support the Project. Any significant underspending that cannot be utilized for the remaining Project deliverables will likely be reduced from the obligated budget through an amendment agreed between SCUS and the Sub-recipient.

(ii) If there are implementation delays of more than 90 days to the Project/Program Plan, SCUS reserves the right to delay the transfer of funds by the delay period, unless otherwise agreed between SCUS and the Sub-recipient.

(c) Return of unused funds

(i) Except with prior agreement of SCUS, funds transferred to the Sub-recipient that have not been spent at the Implementation End Date are to be repaid in US Dollars and submitted to SCUS along with the final financial report.

(ii) Should the Sub-recipient cease operations, the Sub-recipient shall ensure that before such operations cease arrangements are in place for all unspent sub-award funds originating from SCUS to be repaid to SCUS and that such payment shall take place within 30 days of SCUS providing bank details for that purpose.

(d) Financial Management

The Sub-recipient is responsible for all matters relating to the budgeting and utilization of the sub-award funds disbursed by SCUS to the Project / Program(s) and the Sub-recipient will ensure that:

- (i) a qualified person is handling the day-to-day management of funds and book-keeping;
- (ii) all bank and other financial transactions related to this Sub-award are tracked and reported in a transparent manner including to enable all expenditure of Sub-award funds to be isolated, identified and accounted for;
- (iii) accurate records of account of the Sub-award funds are kept in accordance with Sub-recipient accounting policies;
- (iv) any interest earned on Sub-award funds are required to be returned to SCUS and;
- (v) expenses are specified in the Sub-recipient's account books in at least the same level of detail as such expenses appear in the Budget so that the accounts are reported and verifiable against the Budget.

5 Cost Share

This Sub-award is subject to the following cost sharing requirement:

CHECK AS APPROPRIATE

☐ The budget for this Sub-award **INCLUDES** Cost Sharing. As per budget attached, Sub-recipient agrees to contribute \$- to the project. It is expected that Sub-recipient make every effort to meet this cost share amount during project implementation. SCUS recommends that Sub-recipient track and document this contribution for their internal purposes, however is not required to report this to SCUS.

☒ The budget for this sub-award **DOES NOT INCLUDE** Cost Sharing.

IMPORTANT NOTE: SCUS must be notified of any changes to sub-recipient cost share commitment.

6 Amendments and Prior Approvals

(a) Amendments

(i) If the proposed amendment extends the duration of the Project / Program(s) or increases the total amount of the Budget, the Sub-recipient will submit, no later than 90 days before the Implementation End Date, a written request to SCUS including the reasons for the extension or increase, together with a revised Project / Program(s) Plan (Appendix 1) and Budget (Appendix 2). Such amendment will be considered approved by both Parties upon SCUS issuing its approval in writing. If an amendment is initiated by SCUS, the amendment will be considered approved when executed by both parties.

(ii) The parties acknowledge that the Budget may be revised from time to time and otherwise by the Parties in the ordinary course of implementation of the Project/Program(s). Changes to the Budget require the prior approval in writing of SCUS.

Budget amendments are typically recommended although not limited to when the following conditions apply:

01. total sub-award budget or specific program areas are projected to be overspent;
02. projected underspend of the total budget that is greater than 2% underspent;
03. total changes that are greater than or equal to \$1,000.

In the event that there is a modification to the total amount of this sub-award, a revised budget must be submitted for SCUS approval.

(b) Prior Approvals

- (i) Any changes to the terms and conditions of the sub-agreement must be in writing and agreed upon by both parties (sub-recipient and SCUS authorized representatives).
- (ii) The Sub-recipient shall not enter into any sub-award agreement without the prior written authorization and approval of SCUS.

7 Audit and Record Retention

(a) Audit

This sub-award is subject to the following audit requirement (checked box):

CHECK AS APPROPRIATE

☐

This sub-award is valued at \$100,000 or more and requires the submission of a copy of Sub-recipient's audit that encompasses SCUS funds at the end of the sub-award. If the Sub-recipient does not have a regular annual audit, then the sub-award is subject to a project-specific, external audit at the end of the Project. The audit must be conducted by an external audit firm approved by SCUS. If the Sub-recipient must have a project-specific audit to meet this requirement, audit fees are allowable costs under SCUS sub-awards. The Sub-recipient may request additional funds to cover audit fees which will likely result in a budget revision and sub-award modification.

☒

This sub-award is valued under \$100,000 and will not be subject to a project-specific, external audit at the end of the sub-award. SCUS finance staff will complete financial monitoring visits to review documentation supporting reported expenditures.

(b) Financial Records

The Sub-recipient hereby agrees to record, classify and report all Sub-award financed costs in separate and segregated sub-award-specific financial accounts. The ledger and journal system must meet generally accepted accounting standards. The Sub-recipient shall maintain complete records of all costs charged to the sub-award for a period of seven years after the expiration of the award and make such records available to SCUS or its representatives for review at any time. The Sub-recipient shall document that responsible steps were taken to ensure that all purchases charged to the award are at reasonable prices and from reasonable sources.

(c) Inspection

SCUS or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Sub-recipient which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Sub-recipient's personnel for the purpose of interview and discussion related to such

documents.

8 Reporting and Action Plan

(a) Program Progress reporting

- (i) Program Reporting is the sole responsibility of the partner. SCUS maintains an internet based Monitoring and Evaluation system to capture program data for Literacy, Healthy Choices, and Early Steps to School Success. This data must be updated by the sub-recipient at least weekly when the program is active.
- (ii) In addition to updating the Monitoring and Evaluation system, all sites implementing Literacy programming must submit Accelerated Reader Diagnostics to SCUS on the first working day of each month.
- (iii) Should program progress reports be missing from the Monitoring and Evaluation system, SCUS reserves the right to delay advance or reimbursement payments.

(b) Financial reporting

- (i) Quarterly in-system financial reports should be uploaded to the Partner Reporting Portal according to the following periods and due dates:

Quarter 1 – July 1, 2015 to September 30, 2015 – report due **October 15, 2015**

Quarter 2 – October 1, 2015 to December 31, 2015 – report due **January 10, 2016**

Quarter 3 – January 1, 2016 to March 31, 2016 – report due **April 15, 2016**

Quarter 4: Final Report – April 1, 2016 to June 30, 2016 – report due **July 20, 2016**

- (ii) The quarterly in-system financial reports will be checked and approved by SCUS program and finance staff before any subsequent payments are issued. This may require a review of the documentation supporting expenditures reflected on the Sub-recipient's quarterly in-system financial report.

- (iii) If adjustments to the Sub-recipient's accounting of this sub-award occur after the end of the period of sub-award or beyond June 30, 2016 thus reducing the final in-system financial report of expenditures, then SCUS requests that the Sub-recipient provide a revised final in-system financial report by no later than 30 days of the close of the month in which the adjustment occurred along with payment to SCUS for the balance of any unspent sub-award funds.

- (iv) SCUS's guidelines on the format of financial reports are as follows:

01. Financial reports should be provided from the financial software of the Sub-recipient ("in system reports"). If the Sub-recipient has multiple agreements with SCUS, a separate report is needed for each agreement where each report covers only up to one site of program implementation for the Sub-recipient.

02. Expenditures should be reported to SCUS using the Sub-recipient's accounting method on a consistent basis. Any necessary accounting adjustments must be made in the current reporting period only. Once a period is reported upon to SCUS and closed, no adjustments may be made to prior reporting periods.

03. The format of the financial report must include the following items:

- a. Budget column with program costs, line item account codes, and subtotals of program expenses (for example a sub total for In-school and a sub total for Afterschool). The financial report budget should reflect the same line items and amounts as indicated in the attached budget. The in-system report should clearly identify the line item categories within program costs that are reflected in the budget.

- b. Actual period expenditures column that corresponds to the applicable program costs, account codes and subtotals as per line item listed in the attached budget.
 - c. Cumulative (YTD) expenditures column that corresponds to the applicable program costs, account codes and subtotals as per line items included in the attached budget.
 - d. Balance remaining by program cost, account code and subtotal as per line items listed in the attached budget.
 - e. Reconciliation of program funds summary: Program funds received Less: Actual cumulative expenditures Equals: Program funds remaining
04. Signed and dated: All financial reports must be signed and dated by the following individuals depending on the fiscal agent managing this sub-award for your school:

Board of Education: Finance Officer and the school Superintendent

Community Based Organizations: Lead Finance Staff (or CPA if applicable) and Board President.

Other Organization: Lead Finance Staff (or CPA if applicable) and Authorized Institutional Representative

05. Reports are to be submitted via SCUS online partner reporting system. SCUS Finance Contact is as follows:

Drew Hoskins
Finance Manager
dhoskins@savechildren.org

(c) Other reporting

Interim financial and/or program progress reports may be requested by SCUS to meet the reporting requirements of funding source(s) supporting this Sub-award. SCUS will make every effort to provide sufficient notice to the Sub-recipient in the event that interim reporting is required.

9 General Procedures

(a) Timesheets

All salaries charged to this award are made against timesheets showing the actual time spent working on Project activities. Acceptable timekeeping practices should at minimum identify time worked on SCUS funded activities separate from other sources, time spent on specific program components in alignment with the approved budget and be approved by Sub-recipient employee's supervisor. Personnel costs reflected in financial reports that are found to be unsupported by supervisor approved timesheets by the Sub-recipient could result in disallowed costs by SCUS.

(b) Student Data

The Sub-recipient must provide access to student data for all children benefitting from SCUS programs to SCUS. The Sub-recipient is responsible for acquiring appropriate permissions regarding confidentiality of student data from student parents or legal guardians as necessary. First year sites that are also the first in their School District to work with SCUS, must have their District Superintendent (or their authorized representative) sign attachment I(g) "Data Use Agreement and Consent to Release Confidential Student Education Records". SCUS will not share, distribute, or disseminate identifiable student data to any third party. If a 3rd party does require that Save the Children share identifiable student data with them, Save the Children will work closely with the school and parents to ensure the appropriate consents are in place

(c) Limitation of Liability

- (i) The liability of SCUS is limited as it pertains to the following:

- (a) Any third party claims, losses and expenses that may arise from Sub-recipients negligence, recklessness or intentional act or omission that is related to or in connection with this Agreement;

(b) Compensation for the death, disability, or other hazards which may be suffered by the employees, vendors, agents or other representatives of arising from performance in connection with this Agreement; and/or

(c) Any expenditure incurred by Sub-recipient in excess of its contribution as specified in this Agreement.

(ii) SCUS has no obligation to provide other or additional support to the Sub-recipient for implementation of the current program or for any other purposes. This provision shall survive the termination of this Agreement.

(iii) All Sub-recipient personnel funded by or working on the program/project that this sub-award funds are the sole legal liability of the Sub-recipient. Any job descriptions, employment contracts, letters or job offers should identify positions as that of the Sub-recipient and not SCUS.

(d) Applicable Laws and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Except as provided in this Paragraph, the parties shall settle any controversy or claim arising out of or relating to this Agreement, or the breach thereof, by binding arbitration in Connecticut. Either party to this Agreement may initiate arbitration by serving notice on the other parties of an intent to arbitrate. The notice shall specify with particularity the claims or issues that are to be arbitrated. Within ten (10) days of sending the notice to all parties, the party initiating the process shall obtain a list of available arbitrators from the local office of the American Arbitration Associations ("AAA") and shall provide the list to the other parties. The parties shall select a mutually acceptable arbitrator within ten (10) days of receiving the list, and in the event the parties are unable to agree on an arbitrator within ten (10) days, any party may petition the Presiding Judge of the Superior Court to select a single arbitrator from the AAA list. The parties shall have the discovery rights available under Connecticut's civil procedural rules, except that all discovery must be concluded within 60 days of the selection of an arbitrator and the arbitration hearing must be concluded within 30 days of the close of discovery. The hearing will be conducted in accordance with Connecticut rules of evidence. The arbitrator's final decision shall be rendered within thirty (30) days of the final hearing day. Judgment upon the arbitrator's final award may be entered in any court having jurisdiction thereof. The parties shall bear in equal shares the arbitrator's fees and costs. The prevailing party in the arbitration shall be awarded its reasonable attorney's fees and all costs, other than the arbitrator's fees and costs. The foregoing notwithstanding, any dispute arising from or in connection with the use of trademarks and/or other intellectual property may be brought before a Connecticut court of competent jurisdiction, and the party seeking such action shall be entitled to seek injunctive or other equitable relief. For the purposes of seeking equitable relief hereunder, the parties agree that the trademarks and other intellectual property have significant intrinsic and monetary value and injury by infringement or improper use would be irreparable, without the need to show inadequate monetary or other remedy at law.

(e) No Joint Venture

(i) Nothing in this Agreement shall be deemed to create a joint venture, agency or partnership between the Parties and the employees of one shall not be deemed to be employees of the other.

(ii) The Parties are independent contractors with respect to each other and neither Party shall have the power to obligate or bind the other, except as specifically provided in this Agreement.

(f) Confidentiality

"Confidential Information" means written, graphic or pictorial non-public information (in any medium) and designated by the disclosing Party as being confidential or any other information, whether written, oral or observed, which under the given circumstances would reasonably be

understood by the receiving Party to be confidential. Both Parties acknowledge that any information obtained in performing this Agreement regarding the operation of a Party or its products, services, policies, systems, programs, procedures, donor relations, beneficiary information or any other aspect of its business, is Confidential Information. Both Parties will hold such Confidential Information secret and will not

- (i) Use such Confidential Information for any purpose other than performance of this Agreement or
- (ii) Disclose such Confidential Information, directly or indirectly, to any other person, without in each instance the prior written consent of the other Party.

(g) Prohibition Against Terrorist Financing

The Sub-recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with and the provision of resources and support to individuals and organizations associated with terrorism. It is the legal responsibility of the Sub-recipient to ensure compliance with these Executive Orders and laws.

The Sub-recipient, the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts. The Sub-recipient must notify SCUS immediately, in the event that it becomes aware that a Partner individual or entity is in violation of this condition.

The following steps may enable the Sub-recipient to comply with its obligations:

- (i) Before providing any material support or resources to an individual or entity, the Sub-recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : <http://www.treas.gov/offices/eotffc/ofac/sdn/tl1sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
- (ii) Before providing any material support or resources to an individual or entity, the Sub-recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
- (iii) Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
- (iv) The Sub-recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
- (v) The Sub-recipient will be asked on a semi-annual basis to update the compliance information originally provided during the pre-award phase of the partnership. Information needed for the compliance check is subject to change and SCUS will notify all Sub-recipients as early as possible regarding any such changes.

(h) Child Safety Policy

The Sub-recipient has read and will comply with SCUS's Child Safety Policy (Appendix 3)

If you see or hear something you believe is violation of SCUS's Child Safety Policy share your concern by reporting it to your Program Specialist (cover sheet section 5). If you do not feel comfortable speaking with Program Specialist, contact the Compliance Office

Phone toll-free within the US: 1-844-287-1892

Fax: 1-475-999-3293

Web: Savethechildren.ethicspoint.com

Or by mail addressed to: Assistant General Counsel - Compliance, 501 Kings Highway East, Suite 400, Fairfield, CT 06825

Initial: _____

Dr. Donna Hargens, Superintendent

(i) Zero-tolerance Fraud Policy

The Sub-recipient agrees to abide by the SCUS Zero-Tolerance Fraud Policy (Appendix 4), and is required to reimburse SCUS for any liabilities associated with fraud committed by the sub-Sub-recipient. All sub-recipient staff should be informed of this policy.

If you see or hear something you believe is violation of SCUS's Zero-tolerance Fraud Policy share your concern by reporting it to your Finance Contact (section 8(b)(5)). If you do not feel comfortable speaking with Finance Contact, contact the Compliance Office

Phone toll-free within the US: 1-844-287-1892

Fax: 1-475-999-3293

Web: Savethechildren.ethicspoint.com

Or by mail addressed to: Compliance Officer, 2000 L St. NW, Suite 500, Washington, DC 20036

Initial: _____

Dr. Donna Hargens, Superintendent

(j) Intellectual Property Ownership and Use

(i) Definitions:

- (01) **"Pre-existing Materials"** shall be defined as all data, reports, curricula, specifications, outlines, drafts, software, pictures, photographs, videotapes, other materials and intellectual properties, proprietary information, know-how and/or trade secrets fixed in writing or other tangible media developed by Sub-recipient separate and apart from this Sub-award.
- (02) **"Third Party Materials"** shall be defined as all data, reports, curricula, specifications, outlines, drafts, software, pictures, photographs, videotapes and any other materials and intellectual properties fixed in writing or other tangible media developed separate and apart from this Agreement and owned by or exclusively licensed to a third party.
- (03) **"Work Product"** shall be defined as all data, reports, curricula, specifications, outlines, drafts, software, pictures, photographs, videotapes and any other materials and intellectual properties fixed in writing or other tangible media first developed under this Agreement.

(ii) **Incorporating Third Party Materials:** Sub-recipient shall not incorporate any Third Party Materials that include a copyright or exclusive licensing notice in favour of a third party into any Work Product, unless Sub-recipient identifies such Third Party Materials and any limitations and Sub-recipient acquires a world-wide, royalty-free license to copy, use, publish and reproduce such Third Party Materials to the extent necessary for Sub-recipient and SCUS to exercise their rights in

the Work Product.

(iii) **Ownership of Work Product:** Sub-recipient shall be the sole and exclusive owner of the Work Product, including all rights and interests that may qualify for protection under the laws of copyright. The Work Product will acknowledge SCUS as contributing to the development of the Work Product.

(iv) **License of Work Product and Pre-existing Materials Incorporated in Work Product:** (a) Sub-recipient hereby grants a royalty free, irrevocable, non-exclusive, world-wide license to SCUS, and to receive, copy, use but not alter to the extent that a derivative work is created, publish and reproduce the Work Product. (b) To the extent Sub-recipient incorporates any Pre-existing Materials into the Work Product, Sub-recipient further grants SCUS, as applicable, a royalty free, irrevocable, non-exclusive license to receive, copy, use but not alter to the extent that a derivative work is created, publish and reproduce the Pre-existing Materials as incorporated in the Work Product. Sub-recipient shall be acknowledged as the owner of the Pre-existing Materials as appropriate.

(v) **Specific Indemnity by Sub-recipient:** Sub-recipient will comply with all applicable laws and regulations concerning copyright and trademark in the development of Work Product under this Agreement. Sub-recipient hereby indemnifies and holds SCUS harmless for any losses, claims, damages, liabilities and related expenses, including counsel fees, incurred by or asserted against SCUS arising by virtue of Sub-recipient's reckless or intentional infringement of any applicable law or regulation concerning copyright and trademark.

(vi) **Photo:** A photograph of a person involves three rights: the ownership of the photograph (generally held by the photographer), the right to reproduce that photograph (often held through agreement by the employer or contractor of the photographer), and the privacy interest of the persons in the photographs (always held by those persons unless expressly released in writing, or waived by virtue of being engaged in a public activity or being a public/famous person). Use of photographs for which consent has not been obtained fails to respect the rights of the individuals being served and exposes SCUS and Sub-recipient to liability for breach of privacy rights. Each Party will obtain appropriate documentation of consent and release from the photographer, and/or the non-public persons in non-public settings, or of a parent or guardian if persons are minors before publishing photos in reports or materials generated under this Agreement.

(k) Order of Precedence:

In the event of a conflict or inconsistency between provisions of this Sub-agreement, the conflict or inconsistency will be resolved by giving precedence in the following order:

- (i) Funder Terms and Conditions
- (ii) SCUS Terms and Conditions
- (iii) Program Budget
- (iv) Program Description

(l) Sub-awards/Sub-contracts

The Sub-recipient shall not enter into any sub-sub-awards or sub-contracts using SCUS sub-award funds without the prior written authorization and approval of SCUS.

(m) Insurance

The Sub-recipient agrees to provide SCUS a certificate of Liability Insurance listing SCUS as a Certificate Holder for the period of this Sub-award. A copy of this Certificate is to be sent to SCUS as described in the cover letter of this sub-award.

(n) Conflict of Interest

SCUS's conflict of interest policy requires that all conflicts of interest involving employees (or the families of employees) must be disclosed in writing to the employee's supervisor and next level supervisor, and the employee must not take part in decisions related to the transaction.

What is a conflict of interest? Simply put, a conflict of interest occurs when your obligations to SCUS can be influenced or compromised by competing personal or financial interests, commitments or loyalties. SCUS seeks to avoid both the appearance of and any actual conflict of interest.

The following are some examples of conflicts of interest:

01. When an employee or family member has a connection to, or significant financial interest in, another party which does or seeks to do business with SCUS.
02. When an employee engages in an independent business venture or works for another organization in a way that prevents the employee from devoting the time and effort to SCUS required by his or her position.
03. When an employee diverts a business opportunity of SCUS to another person or organization.
04. When an employee participates in an employment-related decision regarding a family member or other person with whom the employee has a close personal relationship.

Resolving Conflicts of Interest

Conflicts of interest arise in many contexts and do not necessarily mean the transaction cannot go forward. If you have a conflict of interest:

01. You must report it promptly and in writing to your Program Specialist (cover sheet section 5); and
02. You must not take part in decisions related to the transaction. (If you are in doubt about a potential conflict, speak with your Program Specialist.)

Initial: _____

Dr. Donna Hargens, Superintendent

(o) Procurement

The procurement requirements of this sub-award require that Sub-recipients follow their organizations policies and procedures for vendor selection and purchasing based on the Sub-recipient Organization defined requirements. SCUS in no way imposes procurement requirements on Sub-recipients that are not in support of the Sub-recipients policies and procedures.

(i) In the event that the Sub-recipient Organization does not have an established Procurement Policy, SCUS requires that procurement of goods and services of single transactions costing more than \$1,000 be supported by documentation of at least three written bids from potential vendors and a written statement by the Sub-recipient listing the reasons for selecting the chosen supplier of such goods or services. Exceptions to this requirement are if the chosen supplier is approved by SCUS.

(ii) **IMPORTANT NOTE:** Procurement of program materials and computers per the budget attached must be completed by September 30, 2015 as these items are to be available to the program participants (students) for this sub-award period. Failure to complete the procurement of these goods by September 30, 2015 will likely result in the deduction of those funds from this Sub-award by SCUS which will include a budget revision and sub-award modification.

(iii) **IMPORTANT NOTE:** Because of the crucial nature of these staff positions, Literacy, Healthy Choices, and Early Steps to School Success Coordinators as applicable and as listed in the Program Plan (Appendix 1) and budget (Appendix 2) must be formally employed by the Sub-recipient by the sub-award start date. Failure to complete the formal hiring of these staff positions by the sub-award start date will likely result in the deduction of funds from this Sub-award by SCUS in the amount of

budgeted funds per day not worked which will include a budget revision and sub-award modification.

(iv) **IMPORTANT NOTE:** This sub-award should not be used to fund the purchase of capital assets with a value of \$5,000 or greater.

(v) **IMPORTANT NOTE:** Because of the high level of accountability, any procurement and resulting expenditure towards this sub-award that is deemed to be inappropriate according to the Program Plan, budget, and/or generally accepted accounting principles will result in the deduction of those funds from this Sub-award by SCUS which will require reclassification of such expenditures from the SCUS sub-award and documentation in support of the accounting adjustment.

10 Title, Use, and Disposition of Property

Title shall vest with the Sub-recipient for purchase made under this award.

11 Remedies for Non-Compliance

If the Sub-recipient fails to comply with applicable statutes, regulations or the terms and conditions of this award, SCUS may impose additional conditions, as described below in Section 12 "Specific Conditions." If SCUS determines that noncompliance cannot be remedied by imposing additional conditions, SCUS may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Sub-recipient.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate this award.
- (d) Take other remedies that may be legally available.

12 Specific Conditions

(a) SCUS entity may impose additional specific award conditions as needed, in accordance with paragraphs (b) and (c) of this section, under the following circumstances:

- (1) When a Sub-recipient has a history of failure to comply with the general or specific terms and conditions of a Federal award;
- (2) When a Sub-recipient fails to meet expected performance goals contained in the award;
- or
- (3) When a Sub-recipient is not otherwise responsible.

(b) These additional award conditions may include items such as the following:

- (1) Requiring payments as reimbursements rather than advance payments;
- (2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- (3) Requiring additional, more detailed financial reports;
- (4) Requiring additional project monitoring;
- (5) Requiring the sub-recipient to obtain technical or management assistance; or
- (6) Establishing additional prior approvals.

(c) SCUS will notify the Sub-recipient as to:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable, and
- (5) The method for requesting reconsideration of the additional requirements imposed.

(d) Any specific conditions must be promptly removed once the conditions that prompted them have been corrected.

13 Termination

(a) Termination by SCUS

SCUS may unilaterally terminate this Agreement at any time, in whole or in part, for any of the following reasons:

- (i) Sub-recipient material noncompliance; or
- (ii) the Sub-recipient's financial insolvency, bankruptcy, assignment in favor of creditors, or similar or comparable status; or
- (iii) Donor termination or non-funding of all or part of SCUS Award with the Donor.

(b) Termination by Either Party

The Parties may mutually agree to terminate the Agreement at any time, in whole or in part, upon such terms and conditions as may be agreed between them.

(c) Terms of Termination

- (i) Termination shall be effected by written notice to the terminated Party. The notice shall identify the basis for termination, the reason(s) therefore, the effective date of the action, a statement identifying which part (or all) of the remainder of the Agreement Term or the program activities is terminated, and procedures and standards, as appropriate, for phasedown costs and submission of final invoices.
- (ii) The termination shall be effective on the date stated in the notice.
- (iii) Unless otherwise stated in the termination notice, or as otherwise approved on a case by case basis, SCUS shall not be obligated to reimburse the Sub-recipient for any expenses incurred after the termination effective date. The Sub-recipient shall, with due regard to economy, effect an expeditious but orderly phasedown of program activities and implementation efforts. Reasonable phasedown costs will be reimbursed. Notwithstanding termination, SCUS's obligation to reimburse termination costs under this Article shall in all respects be subject to funding from the Funder and, if required, Funder approval.

(d) Force Majeure

Any delay or failure of required obligations by the Sub-recipient, shall be excused if and to the extent caused by acts of God, fire, storm, lockout, strike, terrorist act, flood, sabotage, embargo, war (whether declared or not), riot, or other causes beyond the reasonable control of the Sub-recipient.

If the Sub-recipient asserts Force Majeure as an excuse for failure to perform their obligations, then the Sub-recipient must:

- (i) Notify SCUS of the likelihood or actual occurrence of an event described in this clause;
- (ii) prove that reasonable steps were undertaken to minimize delay or damages caused by foreseeable events; and
- (iii) fulfill all non-excused obligations.

Upon review of the Sub-recipient's notice, SCUS shall determine whether the term of the Agreement shall be extended for a reasonable time period to complete activities interrupted by the delays.

**Save the Children Program Component
Early Childhood Development**

Early Steps to School Success (ESSS) Expectations:

Partner and Save the Children Responsibilities:

- ☐ To achieve the following goals of ESSS:
 - 1) Children will enter school with the skills necessary for school success.
 - 2) Parents will have the skills and knowledge to support their children's education.
 - 3) Home/school connections will be strong.
 - 4) Early childhood knowledge and skills in the community will be increased.

- ☐ To meet the ESSS program objectives:
 - 1) Parents and children together will participate in Early Steps from pregnancy or early enrollment, until the child enters kindergarten.
 - 2) Parents will develop knowledge and skills in promoting their child's early development with a special emphasis on social/emotional development and early literacy and language development.
 - 3) Parents will read to their children on a daily basis.
 - 4) Parents will participate in school-based activities.
 - 5) School activities and Early Steps activities will be linked.
 - 6) Early Steps staff will have early childhood knowledge and demonstrate competencies that are consistent with current evidence-based practices.
The program provides home visiting services to families year round.

- ☐ To adhere to the principles of the program:
 - 1) Partners will enroll pregnant families and the youngest children (preferably under one year) and the neediest families as defined by the partner.
 - 2) Program experiences and activities will be individualized according to the needs of the child and family.
 - 3) Cultural values of families will be respected and honored.
 - 4) Service delivery options (home visiting and parent/child groups) will be based on the needs of the family and staff safety.
 - 5) The program will collaborate with existing community efforts.
 - 6) The program will support the multiple dimensions of child development: cognitive, physical, social and emotional development.
 - 7) Parents will be supported in their role as the child's first and primary teachers.
 - 8) Children will be in safe environments.
 - 9) Program experiences and activities will be consistent with evidence-based practices.

Partner Site Responsibilities:

- ☐ Identify and hire a qualified Early Childhood Coordinator whose language reflects that of the population being served. Ex. An Early Childhood Coordinator who provides services to families who are monolingual Spanish, must be bilingual. Partners are encouraged to include the ESSS Program Specialist with hiring process.

- ☐ Provide regular, ongoing supervision and support to the Early Childhood Coordinator that includes:
 - Regular meetings between the ECC and Site Supervisor
 - Observation of at least 2 home visits per year conducted by the ECC.
 - Observation of at least 1 Parent/Child Group per year conducted by the ECC
 - Regular meetings between Save the Children ESSS Program Specialist and Site Supervisor
 - An annual review of the ECC's performance completed by their supervisor.
 - Review of mileage reimbursement requests, and sign-in/sign-out logs to ensure consistency with home visit documentation (Family Planning Forms) signed by parents.

- ☐ Utilize the Early Childhood Coordinator for ESSS functions only. Early Childhood Coordinator responsibilities do not include acting as a substitute teacher at any given time during the school day, assisting with bus or lunch duties, running sports or other extra-curricular activities, using preparation/planning time for other non-early childhood activities (e.g., monitoring assemblies, assisting with non-early childhood related classroom activities).

- ☐ Provide an environment that allows for a flexible schedule to accommodate the needs of families with young children receiving services in a home-based environment.
 - This may include making evening and weekend visits and providing services on days that schools are closed.

- ☐ Provide an orientation to the Early Childhood Coordinator upon hire that includes information on:
 - Benefits including leave and health insurance
 - Time sheet completion
 - Mileage reimbursement submission
 - Policies on reporting Child Abuse and Neglect
 - Policies related to Confidentiality

- ☐ Ensure that the Early Childhood Coordinator:
 - Plans monthly site visits with the Early Childhood Specialist that include 1-2 home visits, a file review, recent training follow-up and a meeting with the Site Supervisor.
 - Inputs data weekly with all data entered by the 5th of the month following when data was collected.

- ☐ Enroll and maintain enrollment of 20 children in the Home Visiting component of each ESSS program. This includes pregnant women and children ages birth to 3.

- ☐ Enroll 30 3-5 year olds are enrolled in the 3-5 Book Bag Exchange component of each ESSS program. This includes enrolling children who transition from the Home Visiting component.

- ☐ Provide each family in the home visiting component with a minimum of 2 home visits per month that last approximately an hour and includes the Book Bag Exchange with documentation of the number of times the child is read to or engaged in a literacy-based activity.

- ☐ Make up missed home visits so that each family participating in the Home Visiting component receives an average of 2* visits per month in any given period.

- ☐ Hold a minimum of 1 Parent/Child Group per month for all children and families enrolled in ESSS or on the waiting list. (This can also be opened to other children and families in the community.)

- ☐ Identify a qualified PPVT Examiner (or PLS Examiner) to test eligible 3 and 5 year olds.
- ☐ Complete PPVT or PLS testing on all eligible 3 and 5 year olds.
- ☐ Conduct a quality check (Parent Satisfaction Survey) with all families semi-annually.
- ☐ Participate in a Program Quality Assessment (PQA) at the site at least every two years.

Save the Children Responsibilities:

- ☐ Provide training and technical assistance including:
 - Orientation training within the first 90 days of programming for all Early Childhood Coordinators, partnership site coordinators, Early Childhood Program Specialists, or other relevant curriculum partners
 - 3-4 Group Trainings per year for all Early Childhood
 - Regular training, technical assistance and coaching via site visits and phone calls.
 - Distance learning and support via facilitated national discussions, monthly audio and web-based conference training.

Additional information about the ESSS program can be found on the Partner Portal at:
<https://uspartners.savethechildren.org/EarlyChildhood/Shared%20Documents/Forms/AllItems.aspx>

- ☐ Additionally, Save the Children considers the following characteristics essential for successful ESSS partnerships:
 - Identified need in the community for early childhood development services for children ages birth to five.
 - Agency/school interest and vested support in serving families with children ages birth to five.
 - Agency/school already providing some services for children ages birth to 3rd grade.
 - The partner is a school based program or community based agency with strong connections to the school.
 - Partner has facility capacity, including space for parent/child group meetings.
 - Partner has the organizational capacity to add on and develop a new program (i.e. ability to manage program and supervise staff).
 - There is support from the school/agency leadership for the program.
 - Partner would not be duplicating services provided by other organizations.

	Save The Children
Site	Young elementary school
Fiscal	JCPS board of education
State	ky

Period From: 7/1/15
Period To: 6/30/16

School Population			
estimated daily attendance	In School	After School	Summer Program
	1	1	1
Cost per child	\$ -	\$ -	\$ -

Partner Budget									
I.	In School	Unit	Unit cost	# Units	Total Budget	STC	Cost Share	Cost Share Source of Funds	Variance
	Personnel Cost								
a.	Certified Staff	Annual			-	-			-
b.	Classified Staff	Hourly			-	-			-
c.	Fringe	Sum			-	-			-
	Total In School Personnel Cost				-	-	-		-
									-
	Program Cost								-
d.	Books	Sum			-	-			-
e.	Materials	Sum			-	-			-
f.	Equipment	Sum			-	-			-
g.	Training	Sum			-	-			-
	Total In School Program Cost				-	-	-		-
	Total In School Cost				-	-	-		-
II.	After School - Literacy	Unit	Unit cost	# Units	Total Budget	STC	Cost Share	Cost Share Source of Funds	Variance
	Personnel Cost								
a.	Certified Staff	Annual			-	-			-
b.	Classified Staff	Hourly			-	-			-
c.	Fringe				-	-			-
	Total After School Personnel Cost				-	-	-		-
									-
	Program Cost								-
d.	Books	Sum			-	-			-
e.	Transportation	Sum			-	-			-
f.	Materials	Sum			-	-			-
g.	Equipment	Sum			-	-			-
h.	Training	Sum			-	-			-
	Total After School Program Cost				-	-	-		-
	Total After School Literacy Cost				-	-	-		-
III.	After School - Healthy Choices	Unit	Unit cost	# Units	Total Budget	STC	Cost Share	Cost Share Source of Funds	Variance
	Personnel Cost								
a.	Certified Staff	Annual			-	-			-
b.	Classified Staff	Hourly			-	-			-
c.	Fringe	Sum			-	-			-
	Total After School-Healthy Choices Personnel Cost				-	-	-		-
									-
	Program Cost								-
d.	Materials	Sum			-	-			-
e.	Equipment	Sum			-	-			-
f.	Training	Sum			-	-			-
	Total After School-Healthy Choices Program Cost				-	-	-		-
	Total After School-Healthy Choices Cost				-	-	-		-

IV.	Summer Cost	Unit	Unit cost	# Units	Total Budget	STC	Cost Share	Cost Share	Variance
								Source of Funds	
	Personnel Cost								
a.	Certified Staff	Annual			-	-			-
b.	Classified Staff	Hourly			-	-			-
c.	Fringe	Sum			-	-			-
	Total Summer Personnel Cost				-	-	-		-
	Program Cost								-
d.	Books	Sum			-	-			-
e.	Transportation	Sum			-	-			-
f.	Materials	Sum			-	-			-
g.	Equipment	Sum			-	-			-
	Total Summer Program Cost				-	-	-		-
	Total Summer Cost				-	-	-		-
V.	ESSS Cost	Unit	Unit cost	# Units	Total Budget	STC	Cost Share	Cost Share	Variance
								Source of Funds	
	Personnel Cost								
a.	Certified Staff	Annual			-	-			-
b.	Classified Staff	Hourly	20,850.00	1	20,850	20,850			-
c.	Fringe	Sum	5,480.00	1	5,480	5,480			-
	Total ESSS Personnel Cost				26,330	26,330	-		-
	Program Cost								-
d.	Books	Sum	400.00	1	400	400			-
e.	Materials	Sum	1,300.00	1	1,300	1,300			-
f.	Equipment	Sum			-	-			-
g.	Home Visit Travel	Sum	1,536.00	1	1,536	1,536			-
h.	Training	Sum	1,200.00	1	1,200	1,200			-
	Total ESSS Program Cost				4,436	4,436	-		-
	Total ESSS Cost				30,766	30,766	-		-
VI.	Sponsorship Cost	Unit	Unit cost	# Units	Total Budget	STC	Cost Share	Cost Share	Variance
								Source of Funds	
	After School - NuPA								
a.	Certified Staff	Annual			-	-			-
b.	Classified Staff	Hourly			-	-			-
c.	Fringe	Sum			-	-			-
	Total Sponsorship Personnel Cost				-	-	-		-
	Program Cost								-
e.	Materials	Sum			-	-			-
f.	Equipment	Sum			-	-			-
g.	Training	Sum			-	-			-
	Total Sponsorship Program Cost				-	-	-		-
	Total Sponsorship Cost				-	-	-		-
	Total Budget				30,766	30,766	-		-

Save the Children, US Programs Technology Guidelines

Technology Goals

Save the Children U.S. Programs is committed to using computer technologies and communication networks to strengthen our ability to reach and affect the lives of children. Our vision is to use technology to achieve greater results, analyze student success patterns, measure the effectiveness of our initiatives, and streamline communications. Partners must be committed to having and maintaining the technology infrastructure to take part in these efforts.

A Partner must have a reasonable number of serviceable computers in a computer lab and/or library to be used by children who participate in the programs supported by Save the Children. It is recommended that there be 1 computer for every 5-10 children participating in our afterschool and SummerBoost programs. Every Partner must have a qualified Technology Specialist who will be responsible for ensuring the appropriate technology is accessible by program staff and children. Program staff must be committed to using the tools provided.

Save the Children's Literacy Program, in the afterschool and summer settings, utilizes web-based software (Renaissance Place) and information hosting provided by Renaissance Learning. Their literacy software, (Accelerated Reader, STAR Reading, and STAR Early Literacy) use computerized quizzes and assessments to measure students' comprehension and progress. Beginning with the 2015-2016 school year, all Partners are required to use the hosted version of Renaissance Place that is directly provided by Renaissance Learning. This relieves some of the burden from often overtaxed resources of schools and districts, while making it easier for Save the Children to monitor effectiveness and measure student progress. Renaissance Learning has also discontinued updating the custom installed versions of their products.

As part of our efforts to meet the above goals, Save the Children utilizes two web-based systems for monitoring and evaluation purposes of our school age and early childhood programs: SCORE (Save the Children's Online Reporting and Evaluation system) for tracking school age children and the Early Steps System for tracking early childhood children. Partners are required to use these systems to track the children enrolled in Save the Children's US Programs. In addition, a web-based portal, our USP Partner Portal, is utilized to give Partners access to Save the Children training and technical assistance resources and to ease collaboration with our staff.

Technology Guidelines

The following are guidelines and technical requirements for computers which will be used in our programs. The Partner's Technology Specialist should use these requirements to assess the readiness of the site to access and utilize Save the Children's systems, including SCORE, the Early Steps System, the USP Partner Portal, and for Renaissance Learning software where literacy program is taking place. The Technology Specialist should participate in

the budget creation process and identify computers needed. Save the Children is willing to work with Partners to help bridge equipment gaps and, where possible, consider alternate approaches.

- One computer for every 5-10 children in school-aged literacy program (Based on average daily attendance: Afterschool or Summer)
- Apple Macintosh computers are compatible with Renaissance Learning products, but at least one Microsoft Windows PC is required for Save the Children applications (including SCORE, the Early Steps System and the USP Portal). Save the Children applications do not run on Apple computers.
- High speed Internet access
- Browser: See specifics below.
- Technology consultant/specialist needed to work on Renaissance Place set-up (if new model) and maintenance (new & existing models)
- Telephone (preferably speaker phone) located near a computer
- Adequate number of quality printers

Save the Children Technology Requirements

Below are minimum technical requirements for computers to run Save the Children's Monitoring & Evaluation system(s) (SCORE and the Early Steps System), and Save the Children's USP Portal. All applications are web-based, and therefore will not be housed on a Partner's server.

Please refer to Renaissance Learning's "Renaissance Place Technical Recommendations" (Appendix 1) for specific guidelines related to their products.

Technology Component	Save the Children Technology Requirements
Computer	There must be at least one PC available on site. Save the Children applications do not run on Apple computers.
Web Browser*	Recommended: Internet Explorer (IE) 11 / Minimum: Internet Explorer (IE) 9 <i>*Although other browsers may work in some instances, our systems are not supported on non IE browsers at this time</i>
Operating System	Recommended: Windows 7 or higher / Minimum: Windows Vista
Processor & RAM	Follow minimum requirements for your operating system
Screen Resolution	1280x720 or higher
Printer(s)	Required
Internet Connection	Broadband Internet Connection (DSL, Satellite, or Cable)
Other Requirements	• Excel 2007 or higher • JavaScript should be turned on in the browser for best user interface experience

CLIENT WORKSTATION RECOMMENDATION		
Client	Windows	

Web Browser ^{a, b}	Internet Explorer 8.x-11.x ^c , Firefox 27.0 or later, or Chrome 26 or later	Internet Explorer 8.x, Firefox 14.x-26.x, or Chrome 23-25	Safari 6.0-6.0.5, Firefox 27.0 or later, or Chrome 26
Operating System ^e	Windows 7-8.1	Windows XP Service Pack 3, Vista	OS X v10.6-10.9

- | | |
|----------------------------|--|
| Internet Connection | <p>Broadband internet connection (DSL, satellite, or cable)</p> <p>Chromebooks</p> <ul style="list-style-type: none"> All Preassembled Pixel products are compatible on Chromebooks and other Chrome OS devices—the web browser, Adobe Flash Player is required for English in a Flash and some resources. |
| iOS Native Apps | <p>Accelerated Reader on iOS: iPad®3, iPod touch®, or iPhone® running iOS 5.x or later:
 https://itunes.apple.com/us/app/accelerated-reader/id440734561?mt=8</p> <p>Accelerated Reader 360 on iOS: iPad®2+, running iOS 7.x or later:
 https://itunes.apple.com/us/app/accelerated-reader-360/id144060657?mt=8</p> <p>STAR on iOS: iPad® running iOS 5.x or later.</p> |

- Accelerated Reader on OS: iPad3s, iPod touch9, or iPhone9 running OS 5.x or later: <https://itunes.apple.com/us/app/accelerated-reader/id40733617m=8>
 - Accelerated Reader: 360 on OS: iPad3+ running OS 7.x or later: <https://itunes.apple.com/us/app/accelerated-reader-360/id40905767m=8>
 - STAR on OS: iPad8 running OS 5.x or later: <https://itunes.apple.com/us/app/star/id4622547917m=8>
- NEO 2** (an e-learning device available from Renaissance Learning)
- Accelerated Reader: SmartApplet: NEO 2 and NEO Manager.
 - KeyWords: RP Report: NEO 2 and NEO Manager, and KeyWords SmartApplet 3.3 or later.
 - Math-check in a Flash SmartApplet: NEO 2 and NEO Manager.
 - Responded SmartApplet: NEO 2 and Renaissance Response Scoring Software.

- **Accelerated Reader, Accelerated Math, Accelerated Math 2.0, and MathPlace** in a Flash: students can read 75 minutes or longer. Simply enter your school's Renaissance Place URL in the web browser.
- **4.0 (pre-ice Cream Sandwich), including first-generation Kindle Fire and Nook Color**, are not supported processor devices.
- **STAR testing** is supported using a web browser on tablets 7" or larger. Students must use **Safari** or **Kindle Fire HD**, or **Internet Explorer 11**. Simply enter your school's Renaissance Place URL in the browser.
- **The Accelerated Reader 360 Instructional Reading component** runs on most tablets 7" or larger.
- **Chrome and iPad:** Simply enter your school's Renaissance Place URL in the web browser. **Firefox, Chrome and iPad:** Simply enter your school's Renaissance Place URL in the web browser. **Firefox, Chrome and iPad:** Simply enter your school's Renaissance Place URL in the web browser. **Firefox, Chrome and iPad:** Simply enter your school's Renaissance Place URL in the web browser.

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| Adobe Reader 9 or later ¹ |
| Adobe Flash Player 10.0 or later ¹ |
| Full Print Plug-in (only used in Accelerated Math) |
| Accelerated Math or Accelerated Math 2.0 (prerequisite assumptions only: A 6th or higher level printer is required) |

- Other**
- Accelerated Reader 950 Instructional Reading:** The Accelerated Reader 950 AR is required for full use of Chrome 32 or later and the AR 950 Chrome Reader to read past eBooks from Google Play for Education. To learn more about this program, visit www.acceleratedreader.com.
AR 950 Chrome Reader: The first time you preview or read a paid book in Chrome.
- Accelerated Reader Recorded Voice Outruns, English in a Flash, STAR Early Literacy, and STAR Math** or SpeakAssess.

- a. Follow the recommended requirements when selecting the recommended hardware system for media gate integration. You should consult the following resources for more information: www.rockwellautomation.com, the Rockwell Automation Productivity Client, and SIMATIC Manager administrator and student licenses. If you are using a browser or system that is not the minimum system, you may need to install additional software.
- b. SIMATIC Manager Administrator user authentication functionality (Technology Enhanced) will only be supported using Google Chrome.
- c. Internet Explorer 10 and later are only supported when launched in Desktop mode on Windows 7. Internet Explorer 10 (formerly known as Internet Explorer 9) is not supported when launched in Desktop mode on Windows 7. Internet Explorer 11 (formerly known as Internet Explorer 12) is not supported when launched in Desktop mode on Windows 7. Internet Explorer 10 and later are supported in a 32-bit browser. You may use either Firefox, Chromium, or the default Internet Explorer browser.
- d. You must meet the minimum requirements for your operating system. Newly released versions of operating systems may or may not be compatible.

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RENAISSANCE
LEARNING
Accelerating Learning for All

RS312PL150260

Renaissance[™] Place

TECHNICAL RECOMMENDATIONS

If you have any
technical questions
about Renaissance
Place, call:

(800) 338-4204

ADDITIONAL CLIENT REQUIREMENTS AND RECOMMENDATIONS

- ActiveX controls and plug-ins need to be enabled if using Internet Explorer on Microsoft Windows operating systems.
 - Depending on which Renaissance Place applications/features will be used, there are a number of client applications/plugins that are required. They include Adobe Reader, Adobe Flash, and the Renlearn Print Plug-In. The AccelScan application is required if scoring Accelerated Math or Accelerated Math 2.0 assignments using a scanner. Renaissance Responder Scoring Software must be installed on teachers' computers if students are using NEO 2s or Renaissance Responder scoring devices with Accelerated Math or Accelerated Math 2.0. All client applications/plugins should be installed as a local administrator to the workstation. Access <http://support.renaissance.com/techkb/techkb/11055855a.asp> to view a chart showing the client applications/plugins and where they are used in the software.
 - If using a firewall, proxy, and/or content filter, some changes may need to be made for Renaissance Place applications to function properly.
 - ▶ Numerous errors will occur in the software if the proxy server caches Renaissance Place web pages. Accessing the site via HTTPS may prevent the proxy from caching pages, however you may want to configure your network so that users bypass the proxy server entirely when accessing Renaissance Place.
 - ▶ STAR Early Literacy and STAR Math with Audio support require students to download MP3 files from Renaissance Place; if you use content filtering be sure to allow this type of activity.
 - ▶ Allow access to Renaissance Learning resources to be sure the software functions as designed. Add an exception within your firewall, proxy, or content filtering software to allow inbound and outbound http and https communication with the *.renlearn.com domain as well as access to and from *.renlearnmp.com and *.renissance.com. For a complete list of Renaissance Learning resources used by Renaissance Place, see Knowledge Base article #9345286 <http://support.renaissance.com/techkb/techkb/9345286a.asp>.
 - ▶ Allow inbound and outbound http and https communication access to alex.googleapps.com (hosted by Google) and alex.aspnetcdn.com (hosted by Microsoft). Certain Renaissance Place features access JavaScript libraries from these content delivery networks; you must allow access to the sites to be sure the software functions as designed.
 - If pop-up blockers have been installed on the workstations, you will need to either disable or uninstall your pop-up blocker, or allow pop-ups from your Renaissance Place website. See Knowledge Base article #4751376 <http://support.renaissance.com/techkb/techkb/4751376a.asp> for more information.
 - Verify you have adequate bandwidth to support task usage estimates. See Knowledge Base article #3943285 <http://support.renaissance.com/techkb/techkb/3943285a.asp>.
 - The AccelScan application is required if scoring Accelerated Math or Accelerated Math 2.0 assignments using the scanner. Scanner warranty information can be viewed online in the AccelScan User's Guide, available at <http://doc.renlearn.com/KMWet/R003244104GF2920.pdf>.
- As technology advances it becomes necessary for software companies to drop support for older operating systems and third-party software. It is the responsibility of customers to keep their computers, networks, operating systems, and third-party software up-to-date and functional. Although Renaissance Learning will not discontinue support for older products immediately, we will continue to evaluate system requirements and do our best to provide advance notice when it becomes necessary to raise our requirements. The recommended technologies included in this document were defined at the time this product was developed. We will do our best to support new technologies that ship after this product was developed, but cannot recommend those. For the most up-to-date system requirements, please check online at <https://www.renaissance.com/customer-center/systemrequirements>.

Policy No.: 3.2
Child Safety
Content Owner: VP, HR
Date Issued: 2/12/2002
Date Last Revised: 1/1/2006
Category: HR



3.2 CHILD SAFETY

Policy description	This policy states Save the Children's commitment to conducting its programs and operations in a manner that is safe for the children we serve and helping protect the children with whom Save the Children is in contact.
Reason for policy	To establish practices and procedures that enable the Agency to create and maintain an environment that is safe for children participating in our programs and to comply with the membership requirements of Save the Children International.
Who is affected by this policy	All representatives of Save the Children
Who should read this policy	All staff, supervisors, volunteers, interns, program partners, and Board members
Content owner	Vice President, Human Resources
Approving authority	Senior Management Team
Who to contact with questions	<u>HR Answer Desk</u>
Definitions and acronyms	None
CHILD SAFETY	Save the Children is committed to conducting its programs in a manner that is safe for the children it serves and helping protect the children with whom Save the Children is in contact. As a humanitarian agency, Save the Children is obliged to create and maintain an environment that aims to prevent the sexual exploitation and abuse of children and promote the implementation of its child safety policy. All representatives of Save the

Children – employees, volunteers, interns, consultants, Board members and others who work with children on Save the Children's behalf – are expected to conduct themselves in a manner consistent with this commitment and obligation.

Save the Children meets its commitment to conduct programs that are safe for the children it serves and to help protect children through the following means:

Awareness: Ensuring that all Save the Children representatives are notified of and made aware that they are expected to comply with the policy.

Prevention: Striving, through awareness and good practice, to minimize the risks to children and take positive steps to help protect children who are the subject of any concerns.

Reporting: Ensuring that all Save the Children representatives know what steps to take where concerns arise regarding the safety of children.

Responding: Engaging in action that supports and protects children when concerns arise regarding their safety; supporting those who raise such concerns; investigating or cooperating with any subsequent process of investigation; and taking appropriate responsive action.

All Save the Children employees are required to conform their behavior and conduct Save the Children programs in accordance with the following principles:

1. Sexual activity with children (persons under the age of 18) is expressly prohibited regardless of the local age of majority or age of consent. Mistaken belief in the age of the child is not a defense.
2. The exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior with children, is expressly prohibited. This includes exchange of assistance due to children benefiting from Save the Children programming.

3. All Save the Children representatives who have contact with children or access to sensitive information about children in Save the Children programs are to be informed of the Agency's child safety policies and standards.
4. Save the Children representatives must not stay alone overnight with one or more children benefiting from Save the Children programs who are not part of their immediate or extended family, whether in their house, project premises or elsewhere.
5. Save the Children representatives must behave in an appropriate and culturally sensitive way. They must not hit, physically assault or inappropriately touch children; use language, make suggestions or offer advice which is inappropriate, offensive or abusive; behave in a manner that is sexually provocative; act in ways intended to shame, humiliate, belittle or degrade children; or otherwise perpetrate any form of emotional abuse.
6. Where possible and practical, the 'two-adult' rule, wherein two or more adults supervise all activities where children are involved and are present at all times, should be followed.
7. Save the Children representatives may work with children who, because of the circumstances and abuses to which they may have been subjected, may use a relationship to obtain "special attention." Save the Children representatives must understand that the adult is always considered responsible for maintaining an appropriate relationship, even if a child behaves inappropriately.
8. Save the Children representatives should not place themselves in compromising or vulnerable positions and should take care not to discriminate against, show differential treatment towards, or favor particular children to the exclusion of others.
9. In communications about children, Save the Children representatives must use only images and language that are respectful and culturally appropriate. For photographs, children must be adequately clothed in accordance with local custom, and

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poses that could be interpreted as sexually suggestive must not be used.

10. Save the Children reserves the right to conduct criminal background checks as it deems appropriate and as permitted by law.

Reporting a Possible Violation

Any representative of Save the Children who is concerned or informed about concerns about the safety of a child or other possible violation of this policy has the responsibility to report such concerns so that Save the Children can respond rapidly and take appropriate action. Such concerns should be reported using Save the Children's procedures for Resolving Employee Grievances and Reporting Policy Violations.

**Exceptions to
policy**

None

**Procedures for
assuring
compliance**

- New Employee Orientation Training
- Annual Child Safety Policy Self-Assessment
- Child Safety Policy compliance requirement in all subgrant agreements
- Agency due diligence practices
- Grievance and policy violation reporting procedures

**Related
documents**

[Resolving Employee Grievances and Reporting Possible Agency Policy Violations or Other Misconduct](#)

[Child Safeguarding Resource Page \(SaveNet\)](#)



	Policy Date: November 2013 Next Review Date: November 2015 Policy Owner: Office of General Counsel Point Person: Compliance Officer
Policy Title	Zero Tolerance Fraud Policy
Who this Policy Applies to	Covered individuals and organizations include: Staff, Interns, volunteers, and other SCUS representatives Sub-awardees, partners, vendors, suppliers, consultants and others with whom we provide assets in exchange for services or products (collectively "Partners")
Related Documents	Save the Children US (SCUS): "Big 8 Policies" (Code of Ethics & Business Conduct, Compliance with Law, Regulations and Standards, Financial Transactions/Records and Reports, Gifts and Gratuities, Conflicts of Interest, Beneficiary Safety and Protection, Confidential and Proprietary Information, and Reporting a Possible Violation); Document Retention; and Investigative Tool Kit If working in/visiting SCI country offices: SCI's versions of the same (which are controlling for SCI employees).
Policy Statement	How we act determines how many children's lives we save and how many children we help. We have a zero tolerance policy with respect to fraud committed or attempted by all individuals and organizations covered by this policy. Reasons for this policy: Save the Children is committed to the highest standards of corporate governance, fiduciary duty, responsibility and ethical behavior. Fraud can undermine the viability of our organization, compromise the delivery of our services, breach the trust we have among our stakeholders, and diminish our impact for children. SCUS treats an attempted act of fraud as seriously as an accomplished act. Save the Children will therefore take all practicable steps to: • maintain this policy and an appropriate management framework that supports compliance with relevant regulations, laws, and our zero tolerance approach. • raise awareness of the policy and provide appropriate training for staff. • investigate allegations and incidents of fraud and, where fraud is deemed to have occurred, to take all appropriate actions, including legal or disciplinary proceedings if appropriate, against those individuals or organizations covered by this policy. • comply with regulatory and other legal and donor requirements including reporting, and all steps as appropriate to recover financial losses. • review systems and procedures to prevent similar frauds, and to ensure our commitment to integrity and accountability.
Definitions	For purposes of this policy, "Fraud" includes the following dishonest behaviour: Fraud: any dishonest act by an individual or group characterised by a deliberate intention to conceal or falsely represent, resulting in an actual or potential loss to Save the Children or a third party, whether or not for personal gain. Examples of fraud include: false invoicing, bribery, payroll or procurement fraud, diversion of assets, forgery and money laundering. Theft: dishonestly taking or appropriating any item of property that belongs to another.

**Rules and
Procedures
for Assuring
Compliance**

1. Prevention and Awareness

All SCUS staff, interns, volunteers, and representatives covered by this policy must:

- a) read and comply with this Policy. Failure to comply with this Policy will be treated as a serious matter and may result in disciplinary or legal measures being taken.
- b) Behave in an honest manner while carrying out SCUS' work.
- c) take training and awareness classes, as requested, and familiarize themselves with related SCUS (and, where applicable, SCl) policies. All SCUS staff must undertake an initial fraud training as part of the new employee orientation, and/or within the first three months following the promulgation of this policy, and must take refresher trainings consistent with our Code of Conduct and Business Ethics requirements.
- d) avoid situations which may lead to their behaviour being misinterpreted as dishonest. You should consider the following actions, depending on the circumstances: undertaking a risk assessment of new projects, reviewing contracts to ensure appropriate contractual clauses are incorporated (e.g. the ability to terminate for breaching this Policy), creating segregation of duties in program design.
- e) ensure that you follow all appropriate SCUS policies and procedures to minimize the chance of dishonest behaviour occurring. This is important where SCUS policies and procedures are created specifically to minimize fraud or unethical or illegal conduct. (See above for relevant policies).
- f) declare to their supervisor any possible conflict of interest that might leave them open to a suspicion of fraud or corruption (for example, a friend or family member working for a supplier).

Managers at all levels are responsible for ensuring those reporting to them are made aware of and understand this Policy and are given training on the Policy.

Staff in positions of particular fiduciary responsibilities (e.g., legal, finance, procurement, internal audit) shall take training associated with detecting, preventing, reporting, investigating, and addressing fraud relating to these particular areas, as requested.

See below for Rules and Procedures applying to Partners.

2. Reporting

SCUS staff, interns, volunteers, and representatives covered by this policy must:

- a) immediately report any suspicion of fraud in whatever form, even if it does not directly affect SCUS, to their direct supervisor. If you feel you cannot raise the concern with your direct supervisor for any reason, you should contact the senior manager of your team or department. Alternatively, if you feel that you need to raise the issue outside your immediate team, you can report the matter confidentially to the Compliance Officer at hotline@savechildren.org or via phone 1-866-849-5828 (in the US) or 203-221-4104 (outside the US). Failure to report a reasonable suspicion of fraud in accordance with this Policy will be treated as a serious issue and may result in disciplinary measures being taken.

Any manager who receives a report under this policy must forward the report to the Compliance Officer at hotline@savechildren.org.

The General Counsel, and in his/her absence, the Chief Financial Officer, is responsible for reporting matters to regulators, the auditors, the board/board Audit Committee, and the police on behalf of Save the Children, as appropriate.

Please note that when travelling or working overseas in SCl offices, you may also be required to report to SCl. However, you must also report any incidents or suspicions to SCUS as soon as possible.

See below for Rules and Procedures applying to Partners.

3. Investigation

SCUS staff, interns, volunteers and representatives covered by this policy must:

- a) cooperate with any investigation by SCUS.
- b) preserve all records relating to any alleged fraud.

In addition, managers and senior staff must ensure that no employee suffers in any way as a result of reporting a concern in good faith in accordance with the Resolving Employee Grievances and Reporting Possible Agency Policy Violations or Other Misconduct Policy.

See below for Rules and Procedures applying to Partners.

4. Accountability

SCUS Management must:

- a) take corrective actions, including disciplinary, legal or other appropriate actions, in light of any findings of fraud, with respect to relevant individuals (including those who committed fraud and/or anyone who knew of such fraud but failed to act).
- b) take steps following any incidents of fraud to review controls and protocols to identify and address any gaps or weaknesses.

5. Sub-awardees, partners, vendors, suppliers, consultants and others with whom we provide assets in exchange for services or products

SCUS's Partners (i.e. Sub-awardees, partners, vendors, suppliers, consultants and others with whom we provide assets in exchange for services or products) must:

- a) not commit fraud or otherwise behave in a dishonest or corrupt manner while carrying out work on behalf of or in connection with SCUS.
- b) act in accordance with the spirit of this Policy.
- c) immediately report any suspicion of fraud, corruption, or dishonesty in whatever form relating to its work with SCUS to their SCUS key contact. Alternatively, reports may be made directly to SCUS' Compliance Officer at hotline@savechildren.org.
- d) preserve records required for an investigation.
- e) ensure that their employees and sub-contractors comply with this Policy.
- f) agree to fully and timely reimburse SCUS for all liabilities, losses, costs, penalties, charges or other amounts incurred by SCUS due to a violation or breach by a Partner of this Policy.

All agreements with Partners (as defined above) must include this Policy as an addendum and must include a provision in which the Partner agrees to comply with this Policy.