

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Berea College**  
**And Breathitt County Board of Education**

This Memorandum of Agreement (the "Agreement") is made by and between Berea College (the "College"), a Kentucky nonprofit corporation, with its principal address at 101 Chestnut Street, Lincoln Hall, Berea, Kentucky 40404 and the Breathitt County Board of Education (the "School District"), with its principal address at 420 Court Street, PO Box 750, Jackson, KY 41339.

WHEREAS, the College is the recipient of a Gaining Early Awareness and Readiness for Undergraduate Programs ("GEAR UP") Partnership Grant GEAR UP SOAR Award number P334A1800004, from the U. S. Department of Education with CFDA #84.334A which is referred to herein as the "Grant". The Grant is intended to implement programming for early college preparation and awareness activities for low-income students in accordance with the authorizing legislation under Sections 404A- 404H of the Higher Education Act of 1965 (HEA), as amended, (20 USC §§1070a-21—1070a-28); the program regulations located at U.S. Code of Federal Regulations (CFR), Title 34, Subtitle B, Chapter VI, Part 694, and; Uniform Administrative Requirements and Cost Principles found at 2 CFR 200, which are collectively referred to herein as the "GEAR UP Program Regulations".

WHEREAS, the School District represents that it is familiar with the objectives and terms of the Grant described above, including the grant materials submitted by the College and the pertinent GEAR UP Program Regulations pertaining to the Grant.

WHEREAS, the College and the School District desire to implement a comprehensive array of services for eligible students, their parents, School District faculty, and eligible community members as described in this Agreement and the Grant (the "Services").

WHEREAS, the College and the School District desire to provide for the placement of personnel ("Staff") within the School District for the purposes of implementing certain aspects of the Grant.

WHEREAS, the School District is one of the local education agencies cooperating with the College to implement the Grant and represents that it has the capability to provide Services in form and substance as required by the College and the GEAR UP Program Regulations.

WHEREAS, the College, for and on behalf of its Partners for Education department, desires to enter into an agreement with the School District to carryout Services for the Grant program as described in this Agreement.

**A. Services**

All Services provided under this agreement will occur during the Grant budget period which is **10/1/2019- 9/30/2020**. The Services provided by the School District are summarized below and include Direct Services, Staff and Supplemental Funds.

1. **DIRECT SERVICES:** Direct Services are those Services provided to eligible students, their families, faculty, or community members as described in the Grant. These services are described in the detailed results plan request prepared by the

School District under the Grant and approved by the College. Additional details regarding eligible services may be found in the Eligible Project Services document summarizing the US Department of Education’s guidance which is attached hereto and incorporated by reference as Appendix A. Berea College’s reimbursements to the School District relative to Direct Services described herein shall not exceed a total of \$ **51,204.00** for direct services and \$ **5,400.00** for Mentoring/College and Career Navigators/College and Career Guides (CCN/G).

2. *STAFF*: The School District agrees to provide and supervise its Staff, also referred to as “School Based Staff” as described in Appendix B. Staff will be employees of the School District and work within the School District in order to provide Direct Services to qualified students identified as members of the GEAR UP cohort. All Staff shall comply with applicable laws governing school employees, the School District’s regulations and guidelines covering its employees. Descriptions and qualifications for School Based Staff are outlined in Appendix C. Berea College’s reimbursements to School District relative to Staff described herein shall not exceed a total of **\$288,000.00**.
3. *SUPPLEMENTAL FUNDS*: The College may, but is not obligated to, offer additional funding, hereby referred to as Supplemental Funds, to School District during the term of service to support the goals and objectives of the Grant. The School District will receive written notification describing if and how the Supplemental Funds are available and may be used. The written notification will include the maximum reimbursement amount for the approved Supplemental Funds and must be signed by an authorized representative of the College.

**B. Reimbursement for Services**

Upon the submission of invoicing documentation required by the College, reimbursements to the School District shall be paid four times during the term of service for the periods outlined below:

<u>Quarter</u>	<u>Period expenses incurred</u>	<u>School District Submission Due date to College</u>
<u>1</u>	October 1 through December 31	January 30
<u>2</u>	January 1 through March 31	April 30
<u>3</u>	April 1 through June 30	July 30
<u>4</u>	July 1 through September 30	November 15

Payment by Berea College to the School District shall be made within 30 days upon receipt of an invoice and required documentation in form and substance acceptable to Berea College. The reimbursement requirements are outlined in the “Payment and Cost Terms” document attached hereto as Appendix D.

**C. Term of Service**

The term of this Agreement shall be for a term commencing on the latter of 10/1/2019, or the date this Agreement is fully executed by the authorized representatives of the School District and Berea College, and ending on 9/30/2020.

**D. Relationship of the Parties**

Independent Contractor Agreement. No partnership, joint venture or other association is created by or should be implied by this Agreement. School District shall utilize its own methods, judgment, and

employees in connection with the provision of providing the Services. It is expressly understood and agreed that School District and its employees shall not be entitled to any employment benefits or payments of any kind from the College other than the reimbursements described in section B which shall be paid to School District without any provision for the withholding of any local, state and federal taxes or withholdings of any kind whatsoever. School District is and shall be responsible for the salaries and wages of its own employees. Workers' compensation, unemployment insurance, liability insurance, and any taxes or withholdings for Staff are the sole obligation of School District.

#### **E. Indemnification, Insurance and Hold Harmless**

To the extent permitted by Kentucky state law, the School District agrees that, to the full extent of its liability and professional insurance coverage, it shall indemnify and hold harmless the College, its trustees, officers, agents and employees against any claims, damages, expenses and costs incurred as a result of School District's failure to perform any of its obligations under this Agreement as well as any act or omission of School District, its agents or employees, including but not limited to the Staff described herein, during its performance of this Agreement causing injury to the College or any person. The School District agrees to provide the College with evidence of its liability insurance coverage, upon request, and to have the College properly endorsed as an additional insured when required by the College.

To the extent permitted by Kentucky state law, the College agrees that, to the full extent of its liability and professional insurance coverage, it shall indemnify and hold School District harmless from any claims, damages, expenses and costs incurred as a result of the College's failure to perform any of its obligations under this Agreement as well as any act or omission of the College during its performance of this Agreement causing injury to School District or any person. The College will provide evidence of its liability insurance coverage, upon request, and will have the School District endorsed as an additional insured when required by the School District.

Both parties agree and represent that they maintain policies of professional and liability insurance covering risks associated with this Agreement.

#### **F. Matching Funds**

The School District shall provide matching contributions of \$800 per enrolled student under the Grant each academic year. The number of enrolled students is identified in Appendix E. Documentation of all matching funds shall be provided each quarter in form and substance acceptable by the College. Matching requirements are found in Appendix D. Documentation of all matching funds shall be provided by the School District each quarter.

#### **G. Termination Without Cause**

The parties acknowledge and agree that the sole source of funding for the Grant, including the Reimbursement for Expenses to be paid hereunder to School District is from the funding provided to the College from the U. S. Department of Education. If, for any reason, funding for the Grant is withdrawn, suspended, terminated or reduced by more than 10% annually, or any time, by the Department of Education, this Agreement shall automatically terminate with the School District being entitled to remuneration for Services and Expenses incurred to the date of termination.

#### **H. Breach and Termination for Cause**

In event of either party (or of the School District's Staff) committing a breach of any provisions of this Agreement ("defaulting party"), then the aggrieved party shall be entitled to give the defaulting party written notice to remedy the breach. If the defaulting party fails to cure the breach within 14

(fourteen) days of the date of such notice, the aggrieved party shall be entitled to terminate this agreement without prejudice to such other rights as the aggrieved party may have at law or in equity.

### **I. Protection of Intellectual Property**

Reports produced under this Agreement unless otherwise released will be the exclusive property of the College. School District will not disseminate reports to anyone outside of the College, except as may be required by law.

Where applicable, School District acknowledges that all files, videos, records, lists, books, literature, products and other materials College owns or uses in connection with implementing the Grant will at all times remain the College's property, and that upon the completion of the Grant and upon request, the School District will surrender to College all such property, including but not limited to files, videos, records, lists, books, literature, products and other materials. School District shall retain the ownership of instructional and course materials and any personal property or equipment used for the Grant that is owned by School District. Any materials produced by School District expressly for the Grant shall constitute a "work for hire" with the College or Department of Education, as the case may be, retaining ownership and rights of use and School District retaining dual ownership and rights to use.

### **J. Confidentiality and Data Protection**

School District agrees not to disclose any information gathered in the course of fulfilling the scope of work associated with this Agreement to anyone, other than the College or the Department of Education, without express written permission of the College. Confidentiality includes non-disclosure of information observed directly or viewed from data collection instruments. At no time will School District reveal the identity of any student or other person participating in this project without the College's permission.

School District agrees to implement reasonable and appropriate security measures to protect all systems that transmit, store or process the College's data or personally identifiable information received from, or created for the Grant. All data and information pertaining to student educational records that is accessed, transferred, stored, or processed by School District in relation to this Agreement shall be protected by School District in accordance with requirements of the Family Educational Rights and Privacy Act (FERPA). School District agrees to immediately notify the College in the event of any data or security breach relating to any of the foregoing.

### **K. Right of Audit and Retention Requirements**

The Department of Education and the College, as recipient and fiscal agent of the Grant, shall have the right to examine and audit all books and financial records of School District as they pertain to this Agreement and the Services provided by the School District for this Grant and all Reimbursements and Expenses paid hereunder to School District. Unless otherwise agreed in writing, School District agrees to maintain financial records related to this agreement until 9/25/2032.

### **L. Dispute Resolution**

Any dispute between and among the parties to this Agreement shall be resolved by binding arbitration administered according to the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration proceedings shall be held before a single arbitrator appointed by the Chief Judge of the Madison Circuit Court. Any hearing shall be held in Lexington, Fayette County, Kentucky. Any arbitration award may be enforced by any court of competent jurisdiction.

### **M. Eligibility of School District**

School District covenants and agrees that it will, at all times, maintain its eligibility to serve as a service provider under the Grant to the extent of any rules, policies or regulations promulgated by the College, the Department of Education, or any other federal agency having jurisdiction. A criminal background check may be required by the College for certain employees of the School District serving as Staff. The School District will be notified in writing if a criminal background check is required and in cases where the College determines a criminal background check is required, the College agrees to pay for any expenses associated with obtaining the background check. If, for any reason, the School District shall become ineligible on account of any of the foregoing, this Agreement shall automatically terminate with the School District being entitled to remuneration for Services provided and Expenses incurred to the date of termination.

### **N. Non-Discrimination Requirements**

School District represents and warrants that it is, and at all times during the term of this Agreement will be, in compliance with Title VI of the Civil Rights Act of 1964 as amended, and other applicable regulations, statutes and orders, and shall not discriminate on the basis of race, color, religion, sex, age, national origin, or disability in connection with the performance of this Agreement.

### **O. Regulatory Compliance**

In the administration and performance of this Agreement, School District agrees that it shall comply with all applicable Federal laws and regulations pertaining to the grant including the GEAR UP Program-Regulations.

### **P. Entire Agreement; Governing Law**

The Agreement embodies the entire understanding between and among the parties. It supersedes any prior agreement, whether written or oral, and it is the final and complete expression of the parties' intent on the matters in this Agreement. Any changes, additions, revisions, or modifications shall only be effective if accomplished via a written instrument signed by authorized representatives of the parties. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power, or remedy, and no waiver will be effective unless it is in writing and signed by the parties to be charged thereby. This Agreement may, however, be executed in counterpart originals, each of which shall constitute one and the same agreement. If any part, term or provision of this Agreement to be illegal or invalid (in whole or in part), the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not have the particular provision held to be illegal or invalid. Neither party may assign, sublicense or otherwise transfer or delegate any right or obligation in this Agreement without the written consent of the other party. This Agreement is governed by and shall be construed in all respects in accordance with the laws of the Commonwealth of Kentucky and the United States of America, respectively.

**Q. Notices**

All notices permitted or required under this Agreement shall be transmitted by U. S. mail or express mail service and delivered to the following:

For the College:

Ms. Dreama Gentry  
Executive Director of Partners for Education  
Berea College  
CPO 2185  
Berea, Kentucky 40404  
859.985.3853 (Phone)

With a copy to:

Shane Williamson  
Director of Finance for Partners for Education  
Berea College  
CPO 2185  
Berea, Kentucky 40404  
859-985-3385 (Phone)

For School District:

Phillip Watts  
Superintendent  
420 Court Street, PO Box 750  
Jackson, KY 41339  
606-666-2491 (Phone)

IN WITNESS WHEREOF, the parties have executed this Agreement, through their duly authorized representatives, as of the dates last set forth below.

**BEREA COLLEGE:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**School District:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>For completion by Berea College</b>	
Account Number(s) to charge:	2242 70134 8465 450 Direct Service
	2242 70134 8657 450 Mentoring
	2242 70134 87427 450 SBS Salary
	2242 70134 87426 450 Supplemental
Project Director(s) signature:	_____
Director(s) Signature:	_____
Director of Finance:	_____
AED/COO Signature:	_____

**APPENDIX A: Eligible Project Services**

<b>Type of Activity</b>	<b>Description</b>
Required Activities	Providing information regarding financial aid for postsecondary education to eligible participating students
	Encouraging student enrollment in rigorous and challenging curricula and coursework, in order to reduce the need for remedial coursework at the postsecondary level
	Activities to improve the number of participating students who  (1) Obtain a secondary school diploma, and  (2) Complete applications for, and enroll in, a program of postsecondary education.
Permissible Activities	Providing tutors and mentors, who may include adults or former participants in a GEAR UP program, for eligible students
	Conducting outreach activities to recruit priority students (identified in section 404D(d) of the HEA) to participate in program activities
	Providing supportive services to eligible students
	Supporting the development or implementation of rigorous academic curricula, which may include college preparatory, Advanced Placement, or International Baccalaureate programs, and providing participating students access to rigorous core academic courses that reflect challenging State academic standards
	Supporting dual or concurrent enrollment programs between the secondary school and institution of higher education partners of a GEAR UP Partnership, and other activities that support participating students in Meeting challenging State academic standards;  (2) Successfully applying for postsecondary education;(3) Successfully applying for student financial aid; and(4) Developing graduation and career plans, including career awareness and planning assistance as they relate to a rigorous academic curriculum
	Developing graduation and career plans, including career awareness and planning assistance as they relate to a rigorous academic curriculum
	Providing special programs or tutoring in science, technology, engineering, or mathematics
	Introducing eligible students to institutions of higher education, through trips and school-based sessions

Type of Activity	Description
	<p>Providing an intensive extended school day, school year, or summer program that offers—</p> <p>(1) Additional academic classes; or</p> <p>(2) Assistance with college admission applications.</p>
	<p>Providing other activities designed to ensure secondary school completion and postsecondary education enrollment of at-risk children, such as:</p> <p>(1) Identification of at-risk children.</p> <p>(2) After-school and summer tutoring.</p> <p>(3) Assistance to at-risk children in obtaining summer jobs.</p> <p>(4) Academic counseling.</p> <p>(5) Financial and economic literacy education or counseling.</p> <p>(6) Volunteer and parent involvement.</p> <p>(7) Encouraging former or current participants of a GEAR UP program to serve as peer counselors.</p>
	<p>(8) Skills assessments.</p> <p>(9) Personal and family counseling, and home visits.</p> <p>(10) Staff development.</p> <p>(11) Programs and activities that are specially designed for students who are limited English proficient.</p>
	<p>Enabling eligible students to enroll in Advanced Placement or International Baccalaureate courses, or college entrance examination preparation courses.</p>
	<p>Providing services to eligible students in the participating cohort described in §694.3 through the first year of attendance at an institution of higher education</p>
	<p>Fostering and improving parent and family involvement in elementary and secondary education by promoting the advantages of a college education, and emphasizing academic admission requirements and the need to take college preparation courses, through parent engagement and leadership activities</p>
	<p>Disseminating information that promotes the importance of higher education, explains college preparation and admission requirements, and raises awareness of the resources and services provided by the eligible entities to eligible students, their families, and communities.</p>



## APPENDIX B: School Based Staff - GEAR UP

PURPOSE. The GEAR UP School Based Staff provides GEAR UP program services to qualified students identified as members of the GEAR UP cohort. Members of the GEAR UP Cohort in Breathitt County Board of Education shall consist of any student enrolled in the identified schools and grade levels as outlined in Appendix E during the **10/1/2019 - 9/30/2020** academic year.

1. HIRING AND SUPERVISION OF SCHOOL BASED STAFF. The School District agrees to hire:

**3 Academic Interventionist (s)**

**2 College and Career Navigator (s)**

who shall be an employee of the School District under the supervision of the GEAR UP Project Director and the Superintendent of the School District, or the Superintendent's designee, subject to the provisions of this Agreement, the Partnership Grant and the GEAR UP Program Regulations. A Berea College representative shall be present during the interview and selection process of SCHOOL BASED STAFF to provide information and to monitor the process. SCHOOL BASED STAFF shall be employed by the School District during the Breathitt County- Breathitt County academic year, must be dedicated 100% to the GEAR UP Program and cannot hold any other position within the district. SCHOOL BASED STAFF shall not be considered an employee of the College for any purpose. The School District will provide an annual employment letter in accordance with the district's hiring/employment policies and procedures to each School Based Staff employee. Positions are not guaranteed each year and are subject to annual renewal.

2. QUALIFICATIONS OF SCHOOL BASED STAFF. Prior to offering any person employment as SCHOOL BASED STAFF, the Superintendent must first receive written verification from the College that the candidate meets all qualifications under this Agreement as outlined in Appendix C and the GEAR UP Program Regulations. In addition, the School District shall confirm that the candidate meets such other eligibility and background check requirements for school employees as may be required by applicable state statutes or regulations.

3. BUDGET FOR SCHOOL BASED STAFF. During the term of service, as fiscal agent of the Grant, the College has awarded funds up to but not exceeding the amount listed below:

**3 Academic Interventionist (s) at \$ 57,600.00 per**

**2 College and Career Navigator (s) at \$ 57,600.00 per**

The amount awarded for each School Based Staff position includes salary and fringe pertaining to the Term of Service. Any additional expenditure of funds for SCHOOL BASED STAFF position must be pre-approved, in writing and in advance, by the College in the manner otherwise provided for the amendment of this Agreement. The allocation of funds for SCHOOL BASED STAFF position is a matter determined by the College acting in its sole discretion under the terms of the Grant and in accordance with the GEAR UP Program Regulations.

4. SCHOOL DISTRICT SUPPORT. The School District shall provide SCHOOL BASED STAFF with an office in the School District together with reasonable administrative support (laptop, color scanner, printer, computer monitor, access to student records/Infinite Campus access for all students served by the Grant, school email, check & connect support, phone with long distance access) and infrastructure as provided in the School District's Partnership Identification Form and Cost Share Worksheet which is attached to and forms a part of the Partnership Grant documentation. In addition, the School District will provide SCHOOL BASED STAFF with direct access to the GEAR UP cohort in all schools located within the School District and otherwise fulfill the obligations of a cooperating local educational agency under the Partnership Grant, the GEAR UP Program Regulations and this Agreement. Each quarter the School District shall provide matching contributions as detailed in the Partnership Identification Form and Cost Share Worksheet and as described in Section F of this agreement.

5. SCHOOL BASED STAFF RESPONSIBILITIES. SCHOOL BASED STAFF shall work on a full-time basis, consistent with the schedule for all faculty personnel within the School District and devote his or her professional time exclusively to the implementation of the GEAR UP Program in the School District. SCHOOL BASED STAFF shall report to a designated GEAR UP Program Manager or assigned GEAR UP staff member and to the Principal of the School District, or the Principal's designee, and shall regularly attend and participate in all GEAR UP Program training, orientation, instructional and program meetings and activities as scheduled by the Principal and/or the designated GEAR UP Staff Member. SCHOOL BASED STAFF shall provide direct services to GEAR UP students - including academic counseling, guidance counseling and tutoring - recruit students for GEAR UP activities, maintain files on GEAR UP students, participate in GEAR UP activities, document participation in GEAR UP activities, and perform all such other work as may be assigned to SCHOOL BASED STAFF consistent with the Partnership Grant.

6. SCHOOL BASED STAFF REPORTS. SCHOOL BASED STAFF shall submit weekly activity and program reports to the designated GEAR UP Program Manager and/or Director. Additionally, all contractual school personnel whose wages are charged to a federal grant program must confirm the time they spend working on the grant program to verify the amount charged to the federal award is reasonable, allowable, and allocable. This verification process is referred to as TIME AND EFFORT REPORTING. School based personnel shall document the percent of time worked on the grant during the quarterly period using the *Time and Effort Reporting Form*. Contractual school personnel must sign the Time and Effort reporting form, submit to the respective grant's district point of contact (POC) within 10 days after the end of each quarter. The POC must include the reporting form with the quarterly reimbursement request.

7. CONFIDENTIALITY. The School District and SCHOOL BASED STAFF will be responsible for ensuring that proper procedures are followed to maintain the confidentiality of all education records of GEAR UP students, including all services provided under this Agreement consistent with state and federal law. It is agreed, however, that data may be collected and shared with the College for the sole purpose of compiling required reports, on a collective basis without personally identifying information, as provided in the Partnership Grant and the GEAR UP Program Regulations. The College agrees to cooperate with the School District to maintain the confidentiality of students' education records consistent with the foregoing.

## **APPENDIX C: School Based Staff Descriptions and Qualifications**

### **College and Career Navigator(s)**

The College and Career Navigator (CCN) is a fulltime 185-day position in "SCHOOL DISTRICT". CCNs provide direct services and interventions to a cohort of students by organizing and conducting college access lessons and activities both within and outside school hours. Activities include organizing and sponsoring school clubs, conducting college tours, arranging for job shadowing and mentoring opportunities, and by providing out-of-school-time learning experiences including overnight and weekend activities around leadership, college access and awareness. Twenty-five percent (25%) of the CCN's time will be in engaging with parents to promote financial understanding and literacy of college costs and the responsibilities to both the student and family during the educational journey. The CCN will meet with students and families, individually and collectively, to develop a plan for post-secondary success. The services will vary depending upon the grade level of the students. The CCN will work with families and students for as long, and as intensively, as needed to assist each student in becoming college and career ready, and selecting and adjusting to post-secondary education or training programs. The College and Career Navigator will monitor individual student data using an Early Warning System to ensure that interventions occur as soon as signs of concern arise (attendance issues, discipline referrals, etc.).

**Qualifications:** Bachelor's degree is required

#### **Experience:**

- Knowledge of college access and success best practices
- Classroom/group management and team building skills
- Understanding of service learning
- Experience in rural schools
- Understanding of first generation, low-income youth
- Experience managing multiple tasks and meeting ambitious deadlines
- Experience within one of the following best practices for college-going:
  - dropout prevention,
  - financial literacy/financial aid,
  - parent engagement,
  - postsecondary education,
  - mentoring

#### **Special skills, knowledge and abilities:**

- Computer competency -- data entry, word processing, familiarity with Excel or other spreadsheets, experience with Microsoft Office products
- Excellent written and oral communication and presentation skills

## **APPENDIX C: School Based Staff Descriptions and Qualifications (Continued)**

### **Academic Interventionist (s)**

The Academic Interventionist (AI), is a fulltime 185 day position with the SCHOOL DISTRICT. The Academic Interventionist will provide direct academic interventions to students by meeting with them individually and collectively, to develop a plan for academic success by providing tiered academic interventions and referrals to services necessary to ensure success. Services will vary depending upon the level of the students. The AI will work with students for as long and as intensively as needed, to assist each student in achieving academically for the purpose of becoming college and career ready. The AI will also provide out-of-classroom learning/intervention during out of school periods. The AI will monitor individual student data using a Universal Screener to ensure that interventions occur as soon as academic needs arise.

**Qualifications:** Bachelor's degree is required

#### **Experience:**

- Experiences in teaching or tutoring programs
- Experience in rural schools
- Understanding of first generation, low-income youth
- Experience managing multiple tasks and meeting ambitious deadlines
- Knowledge of college access and success best practices
- Classroom/group management and team building skills
- Understanding of curriculum development and interdisciplinary teaching methodologies
- Understanding of service learning

#### **Special skills, knowledge and abilities:**

- Computer competency -- data entry, word processing, familiarity with Excel or other spreadsheets, experience with Microsoft Office products
- Excellent written and oral communication and presentation skills

## APPENDIX D: Payment Terms/Match Requirements

### I. Payment Terms

1. Payment by Berea College to the School District shall be made only after receipt of appropriate, acceptable and timely documentation submitted by the School District to Berea College each quarter. The quarters are: January to March; April to June; July to September; and October to December. With the exception of the final quarter where additional time is allowable, reimbursement requests are due to Berea College 30 days after the quarter ends, specifically: April 30, July 30, November 15, and January 30. Reimbursements must include only those costs incurred within the current quarter. Costs outside of the current period may be disallowed.

The School District agrees to provide an exact detail of funds expended and receipts of expenditures. Any funds expended that are not approved items by Berea College are the liability of the School District. The School District will receive reimbursement for allowable activities upon receipt of an invoice with supporting information in form and substance acceptable to Berea College within 30 days.

2. Berea College agrees that payment shall be made to the School District as billed, unless such is at variance with the performance of any function described herein before, and/or is not allowable due to any federal, state, or college statute or regulation.

### II. Additional Payment/Cost Terms

Carry forward of funds is not permissible and any unused balances will not be retained by the School District. Any funds not covered in the initial budget shall only be paid upon the mutually agreed terms and schedule, and only if such are provided reciprocally in writing to both parties. Any additional costs incurred, beyond those in the approved budget, are the liability of the School District.

### III. Matching Requirements

The School District agrees to report a minimum amount of matching funds as detailed below. All reported cost share and matching funds are subject to meeting federal requirements as specified in CFR §200.306 and other pertinent federal statutes and regulations including the terms and conditions of each funding source.

<b>Funding Source:</b>	<b>Annual Matching Requirement:</b>
GEARUP	\$688,400.00

**APPENDIX E:  
Identified Schools and Grade Levels  
Breathitt County Board of Education**

<b>District</b>	<b>School Name</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
Breathitt County	Breathitt County High School	7-12	7-12	7-12	7-12	7-12	7-12	7-12