Commonwealth of Kentucky
CONTRACT MODIFICATION

DOC ID NUMBER:

PON2 540 2000000067 **Version:** 2 **Record Date:**

Document Description: 2019-2020 21st Century Community Learning Centers

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification: MODIFICATION 1
August 24, 2020
Original Contract Amount--$485,000.00
Amount of Increase/Decrease--$0
New Contract Amount--$485,000.00

The modification is to extend the contract date from September 30, 2020 to September 30, 2021. The U.S. Department of Education granted an extension on the funding due to COVID-19. TIME EXTENSION ONLY

Issuer Contact:

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Vendor Name:
LIVINGSTON COUNTY BOARD OF EDUCATION

127 EAST ADAIR STREET
PO BOX 219
SMITHLAND KY 42081

Vendor No. KY0035619

Vendor Contact
Name: Mary Dunning
Phone: 502-988-3263
Email: mary.dunning@livingston.kyschools.us

Effective From: 2019-07-22 **Effective To:** 2021-09-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		2019-2020 21st Century Community Learning Centers	$0.000000	$485,000.00	$485,000.00

Extended Description:

Contract Period: July 22, 2019 - September 30, 2021

MUNIS#: 550E CFDA#: 84.287 PR/AWARD#: S287C1850017 Pass-through Number 3400002-18
(100% Federal)

Vendor will implement the 21st Century Community Learning Centers (21st CCLC) initiative to provide academic, artistic and cultural enrichment opportunities to children, particularly students who attend high poverty and low performing schools, to meet state and local standards in core academic subjects, such as reading, math and science.

Method of Payment: Quarterly cost reimbursement. Vendor will submit quarterly MUNIS reimbursement reports including a summary and detailed line item object codes of expenditures consistent with the approved budget and Quarterly Reimbursement Request (QRR) form. A final QRR and MUNIS report must be submitted by November 20, 2021. 550D funds for each site must be expended before using 550E.

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

Shipping Information:	**Billing Information:**
KDE - Division of Financial Managment 300 Sower Blvd, 5th Floor, CSW Frankfort KY 40601	KDE - Division of Financial Managment 300 Sower Blvd, 5th Floor, CSW Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	**$485,000.00**

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Memorandum of Agreement Terms and Conditions
Revised December 2019

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, KENTUCKY DEPARTMENT OF EDUCATION ("the Commonwealth") and LIVINGSTON COUNTY BOARD OF EDUCATION ("the Contractor") to establish an agreement for to provide academic, artistic and cultural enrichment opportunities to children, particularly students who attend high poverty and low performing schools, to meet state and local standards in core academic subjects, such as reading, math and science. The initial MOA is effective from JULY 22, 2019 through SEPTEMBER 30, 2021

Scope of Services:

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

Goals:

Kentucky's 21st CCLC focus is to increase academic achievement by ensuring that students have access to high quality academic and engaging enrichment activities that support their individual learning and development. The 21st CCLC initiative further stresses the importance of diverse groups and organizations working together to strengthen school and community networks to help students and families succeed. Funds will enable schools and communities to design and implement effective out-of-school programs that will result in improved student achievement, and be sustained through community partnerships at the conclusion of the grant funds.

Deliverables include:
*Minimum program operation 120 school days beginning no later than three weeks after the start of school year and must conclude no sooner than two weeks prior to the last day of the school year.

*Minimum twelve hours weekly programming per site.

*Minimum four days weekly per site.

*Minimum sixteen hours certified teaching each week of programming in core subjects of reading, math and science.

*Serve minimum of 25% of schools total enrollment or 50 or more students (whichever is less) on a regular basis. Students are considered to be regular attendees if they attend 30 days or more during the school year program.

*Daily homework/tutoring assistance based on individual student needs.

*Daily academic enrichments including, but not limited to, STEM, Art, Music, Drama, CCR, Technology, Fitness, Youth Development, Character Education, and other appropriate activities.

*K-3 Reading Initiative – Elementary and Primary sites will, in addition to meeting all other grant directives, partner with schools to provide reading intervention targeting all novice and apprentice K-3 students, if served by the grant. Program staff will consult with the school's reading interventionist or instructional lead to identify students and determine strategies to address proficiency during out-of-school time programming (before school, after school and summer).

*Services to advance academic achievement and support literacy must be provided to families of participating 21st CCLC students. Educational opportunities for parents and families should focus on the use of high-quality activities that provide meaningful and active skill-building to enable parents to support the educational development of their child.

*Elementary summer programming minimum 120 hours, four consecutive weeks, 6 hours per day, 2.5 hours remediation/acceleration in reading and math per day.

*Middle/High summer programming minimum 32 hours, two weeks, four hours per day.

*Grantee is required to convene an Advisory Council four times per year, including meeting minutes and recorded attendance. Membership should include, but not be

limited to, parents, students, staff, community members, teachers, local businesses, organizations and other stakeholders.

*Submit 21st CCLC program APR data and report through the Cayen Aplus electronic portal to meet state and federal 21st CCLC data requirements. Includes grades and annual assessment scores, operation, attendance, activities and sessions, events, staff/ personnel, feeder school, community partners, funding sources, status of goals and objectives, teacher and student surveys, participant demographics, in-kind, other as needed, etc.

*Follow required 21st CCLC state and federal purchasing guidelines and procedures.

*Submit Reimbursement Requests and full MUNIS reports quarterly.

*Submit budget and program amendments as required by 21st CCLC state and federal guidelines.

*Attend required professional development trainings as required by the RFA, and state SEA Administrator.

*Report change in program personnel to KDE.

*Additionally, all other 21st CCLC state and federal requirements as outlined in the Request for Application plus, any new state and federal guidance as deemed necessary.

Pricing:

Cycle	**12**	**12**	**12**	**12**
Year	**5**	**5**	**5**	**5**
School	**Livingston Central HS**	**Livingston MS/N. Livingston ES (6th grade)**	**North Livingston ES (K-5)**	**South Livingston ES**
MUNIS CODE	**550EX**	**550EC**	**550EC**	**550EC**
0100 Salaries	59,975	50,825	59,975	59,975
0200 Benefits	31,560	28,710	26,410	26,410

0300 Professional Services	465	125	125	125
0400 Purchased Property Services				
0500 Other Purchased Services	2,000	725	725	725
0600 Supplies	1,000	7,215	365	365
0700 Property				
0800 Miscellaneous		7,400	7,400	7,400
0900 Other – Indirect Cost (5.12%)				
TOTAL	**95,000**	**95,000**	**95,000**	**95,000**

Cycle	**15**			
Year	**2**			
School	**Livingston Central HS**			**TOTAL (All schools)**
MUNIS CODE	**550EC**			
0100 Salaries	54,550			285,300
0200 Benefits	23,475			136,565
0300 Professional Services				840
0400 Purchased Property Services				
0500 Other Purchased Services				4,175
0600 Supplies	14,575			23,520
0700 Property				
0800 Miscellaneous	7,400			29,600
0900 Other – Indirect Cost (5.12%)				
TOTAL	**100,000**			**480,000**

FUNDS MUST BE SPENT OR ENCUMBERED BY SEPTEMBER 30, 2021
NOTE: Salaries cannot be encumbered after 9/30/21

Final request for payment and final MUNIS expenditure report without encumbrances due November 20, 2020.

MUNIS CODE	550EJ Multistate Conference
0100 Salaries	
0200 Benefits	
0300 Professional Services	
0400 Purchased Property Services	
0500 Other Purchased Services – Travel	5,000
0600 Supplies	
0700 Property	
0800 Miscellaneous	
0900 Other – Indirect Cost	
TOTAL	**$5,000**
FUNDS MUST BE SPENT December 31, 2019 **Final request for payment and final MUNIS expenditure report without encumbrances due January 25, 2020**	

Livingston Central HS/Livingston MS/North Livingston ES (6th grade)/North Livingston ES (K-5)/South Livingston ES/Livingston Central HS

Applicable for federal funds:
Section 75.563 of EDGAR states indirect cost is limited to 8% for grants programs that has a statutory requirement contain supplement-not-supplant provisions or the grantee shall use a restricted indirect cost rate computed under 34 CFR 76.564 through 76.569.

Method of Payment: Quarterly cost reimbursement. Vendor will submit quarterly MUNIS reimbursement reports including a summary and detailed line item object codes of expenditures consistent with the approved budget and Quarterly Reimbursement Request (QRR) form. A final QRR and MUNIS report must be submitted by November 20, 2021.

Remit all invoices, bills, or requests for payment to: Thelma Hawkins, Division of Budgets and Financial Management, Kentucky Department of Education, 300 Sower Boulevard – 5th Floor, Frankfort, KY 40601, or email to thelma.hawkins@education.ky.gov.

KENTUCKY DEPARTMENT OF EDUCATION TERMS AND CONDITIONS

Choice of Law and Forum

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

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

Requirements for Reporting to Kentucky Teachers Retirement System:
Please note that, if contractor is a current retiree of the Kentucky Teachers Retirement System (KTRS), or proposes to use a current or potential retiree of KTRS to perform any work under any contract, this may have an adverse impact upon retirement benefits for that retiree. This would occur, regardless of whether a contract is awarded to the individual directly, or to another legal entity for which the individual works.

Accordingly, if a contractor proposes to use such individuals to perform the work, the contractor is strongly encouraged to check with KTRS to determine what requirements apply, before entering into a contract. The KTRS help desk number is 1-800-618-1687.

Furthermore, as a condition of any successful contract award, any information on such retirees (as defined and required by KTRS) must be submitted prior to any services being performed by said individuals under this contract.

As a firm condition of this contract, any contractor agrees to be financially responsible for any failure by such current or potential retirees to properly report information concerning their retirement status, during the life of any contract awarded.

Federal Funding Accountability and Transparency Act Compliance (applicable for federal)
For agreements that include Federal funds, the Second Party shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), including registration of a Data Universal Numbering System (DUNS) identifier number if the amount of Federal funds awarded to the Second Party is $25,000 or more. Details on how to register and acquire a DUNS number are available at http://fedgov.dnb.com/webform, and are free for all entities required to register for grant awards under these provisions. The Second Party must disclose to KDE the names of the top five executives and total compensation to each, if:

*More than 80% of the Second Party's annual gross revenues originate from the federal government (directly or indirectly through the state), and those revenues are greater than $25,000,000 annually, and

*Compensation information is not already available to the public.

Uniform Guidance Subpart F—Audit Requirements
The vendor must provide the Kentucky Department of Education with documentation of compliance with audit requirements as required by the Uniform Guidance 2 CFR 200.500-200.507 Cost Principles, Audit, and Administrative Requirements for Federal Awards.

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

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

Memorandum of Agreement Standard Terms and Conditions
Revised December 2019

1.00 Effective Date:
All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of $50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

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

2.00 EEO Requirements
The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation clause:
Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.
.
4.00 Funding Out Provision:
The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours:
The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records:
The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative

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

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

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

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

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:
_____ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s) , which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

8.00 Discrimination:
This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase

order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Approvals

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

1st Party:

	Director, Div. of Budgets & Financial Management
Signature	Title
Karen Wirth	
Printed Name	Date

2nd Party:

	Superintendent
Signature	Title
Victor Zimmerman	8/28/2020
Printed Name	Date

Other Party:

Signature	Title
Printed Name	Date

Approved as to form and legality:

Approved in eMARS
Kentucky Department of Education Attorney

Applicable for federal funds:

DUNS# 040426900
Include Data Universal Numbering System (DUNS) identifier number if the amount of Federal funds awarded to the Second Party is $25,000 or more. (See Federal Funding Accountability and Transparency Act Compliance section)

SAMS CAGE Code 4KN20
Must be registered in the System for Award Management system.