Commonwealth of Kentucky
CONTRACT

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Document Description: American Relief Program- SBM Homeless Grant

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Memorandum of Agreement

Reason for Modification:

Issuer Contact:

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Vendor Name:
DAYTON INDEPENDENT SCHOOL DISTRICT

200 CLAY ST

DAYTON KY 41074

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Effective From: 2021-11-08 **Effective To:** 2022-09-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		American Relief Program- SBM Homeless Grant	$0.000000	$52,024.00	$52,024.00

Extended Description:

Contract Period: November 8, 2021 through September 30, 2022

MUNIS PROJECT: 476I PR Award: # S425W210018 CFDA# 84.425W

Scope of Services: The American Rescue Plan Act of 2021 - Homeless I funds are for the purposes of identifying homeless children and youth, providing wraparound services in light of the impact of the Coronavirus (COVID-19) pandemic, and providing assistance needed to enable homeless children and youth to attend school and participate fully in school activities, including in-person instruction this spring and summer learning and enrichment programs that begin in the coming months.

Method of Payment: Districts will submit a MUNIS expenditure report on a quarterly cost reimbursement basis consistent with the approved Kentucky Department of Education (KDE) budget and the KDE District Expense Form. A final MUNIS report must be received within 60 days of the expiration date of the contract. This is a federal grant and contingent upon the availability of funds.

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

Frankfort KY 40601	Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	**$52,024.00**

Memorandum of Agreement Terms and Conditions

December 2019

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, KENTUCKY DEPARTMENT OF EDUCATION ("the Commonwealth") and DAYTON INDEPENDENT SCHOOLS ("the Contractor") to establish an agreement for the American Rescue Plan Act of 2021-Homeless I for the purposes of identifying homeless children and youth, providing wraparound services in light of the impact of the Coronavirus (COVID-19) pandemic, and providing assistance needed to enable homeless children and youth to attend school and participate fully in school activities, including in-person instruction this spring and summer learning and enrichment programs that begin in the coming months. The initial MOA is effective from November 8, 2021 through September 30, 2022.

Scope of Services:

The American Rescue Plan Act of 2021 – Homeless I funds are for the purposes of identifying homeless children and youth, providing wraparound services in light of the impact of the Coronavirus (COVID-19) pandemic, and providing assistance needed to enable homeless children and youth to attend school and participate fully in school activities, including in-person instruction this spring and summer learning and enrichment programs that begin in the coming months.

Goals/deliverables

The goal is to improve school district identification practices, school activities, and learning opportunities for students experiencing homelessness.

Measurable

* Increase in the number of students identified
* Improve academic and social-emotional outcomes

Pricing:

Stewart B McKinney Homeless
DAYTON INDEPENDENT YR 1. BUDGET 2021-2022

	Year 1 Subgrant Budget	ARP HOMELESS I Request	GRAND TOTAL
1.	**STAFFING:** Salaries: 0100	8,000	
	Benefits: 0200	1,407	9,407
2.	**CONTRACTUAL:** *(Purchased Services):0300*		
3.	**OTHER PROFESSIONAL TRAINING**: 0300	24,500	**24,500**
4..	**EQUIPMENT/VEHICLE RENTAL**: 0400		
5.	**OFFICE MATERIALS SUPPLIES:** 0500		

6.	**PROFESSIONAL DEVELOPMENT** *(Travel, Fees, Student Transportation)* 0500		
7.	**TRANSPORTATION: 0600**		
8.	**STUDENT SUPPLIES** *Supplies* ***Materials: 0600***		
9.	**OTHER (Authorized Activity):** 0600 *(Welfare Spending)*	13,437	**13,437**
10.	**TECHNICAL HARDWARE: 0700**	4,680	**4,680**
11.	**OTHER MISC:** 0800		
12.	**INDIRECT** *(State approved rate:____%)*		
13.	**TOTAL** *(Each Column)*	**$52,024**	**$52,024**

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. Applicable for federal funds.

Method of Payment: Cost reimbursement. Contractor will submit quarterly detailed invoices consistent with the approved budget and the Kentucky Department of Education Contractor Expense Form. A final invoice MUST be submitted within 60 days of the contract expiration date.

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

Kentucky Department of Education
Terms and Conditions

Discrimination
The contractor agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Section 504), and applicable federal regulations relating thereto set forth at 34 C.F.R. Part 104 prohibiting the exclusion of participation, denial of benefits, or discrimination of any qualified individual under any program or activity.

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.

Requirement for Reporting to Kentucky Teachers Retirement System

Please note that, if any bidder to this solicitation 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 potential bidder proposes to use such individuals to perform the work, the bidder is strongly encouraged to check with KTRS to determine what requirements apply, before submitting a response. The KTRS help desk number is 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.

508 Compliance

Contractor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194.1. Contractor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194.2, to the extent the contractor's products or services may be covered by that act. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Contractor will use the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Levels A and AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 for web content, which are incorporated by reference.

Family Educational Rights and Privacy Act

If during the course of this agreement, KDE discloses to the contractor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, and its regulations, and data protected by the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq) (NSLA) and Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) the contractor is bound by the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA and will enter into a confidentiality agreement and ensure its employees and contractors execute affidavits of nondisclosure as required by KDE.

Data Security and Breach Protocols

Contractors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;

A Social Security number;

A taxpayer identification number that incorporates a Social Security number;

A driver's license number, state identification card number or other individual identification number issued by an agency;

A passport number or other identification number issued by the United States government; or

Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

The contractor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the contractor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the contractor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the contractor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the contractor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The contractor hereby agrees to report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site to my immediate supervisor, Associate Commissioner, and to the KDE Office for whom I perform work under the contract with KDE.

The contractor hereby agrees that the Commonwealth may withhold payment(s) owed to the contractor for any violation of the Identity Theft Prevention Reporting Requirements.

The contractor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the contractor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx

Student Data Security

Pursuant to KRS 365.734 (House Bill 232 (2014)), if contractor is a known cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person or entity other than an educational institution that operates cloud computing services"), or, through service to agency, becomes the equivalent of a cloud computing service provider, contractor does further agree that:

Contractor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student's parent. The contractor shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data".

With a written agreement for educational research, contractor may assist an educational institution to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C.sec.1232g.

Pursuant to KRS 365.734, contractor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.

Pursuant to KRS 365.734, contractor shall not sell, disclose, or otherwise process student data for any commercial purpose.

Pursuant to KRS 365.734, contractor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Federal Terms and Conditions

The Contractor must comply with the following:

Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards under 2 CFR PART 200 and the Education Department General Administrative Regulations (EDGAR) in 34 CFR PARTS 76, 77, 81 and 82 as applicable.

Property Standards under 2 CFR 200.310-200.316.

Procurement Standards under 2 CFR 200.318 – 2 CFR 200.327.

Uniform Guidance Subpart F—Audit Requirements

The Contractor 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.

Federal Funding Accountability and Transparency Act Compliance

For agreements that include Federal funds, the Contractor 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 Contractor is $30,000 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.

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters
As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall provide a written explanation to the Kentucky Department of Education.

Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 –

A. The Contractor certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address. city, county, state, zip code):

_____

_____

Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Specific Conditions for Disclosing Federal Funding in Public Announcements
When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, U.S. Department of Education grantees shall clearly state:
1) the percentage of the total costs of the program or project which will be financed with Federal money;
2) the dollar amount of Federal funds for the project or program; and
3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division B, Title V, Section 505 of Public Law 115-245, Consolidated Appropriations Act, 2019.

Prohibition of Text Messaging and Emailing While Driving During Official Federal Grant Business
Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

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 other party by registered or certified mail.

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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:

Signature	Title
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#_____
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 _____
Must be registered in the System for Award Management system.