



Commonwealth of Kentucky

CONTRACT MODIFICATION

DOC ID NUMBER:

PON₂

540

2100002707

Version: 2

Record Date:

Document Description:

2021-2022 21st Century Community Learning Centers

Cited Authority:

FAP111-44-00

Memorandum of Agreement

Reason for Modification:

Modification 1

August 22, 2022

Original Contract Amount: \$725,000.00 Amount of Increase/Decrease: \$0.00 Total Contract Amount: \$725,000.00

The modification is to change the contract end date from September 30, 2022 to June 30, 2023. No change in scope of

services. NO FUNDS ADDED, TIME EXTENSION ONLY.

Issuer Contact:

Name:

Thelma Hawkins

Phone:

502-564-1979

E-mail:

Thelma.Hawkins@education.ky.gov

Vendor Name:

Vendor No.

KY0035849

JEFFERSON COUNTY BOARD OF EDUCATION

Vendor Contact

Name:

CORDELIA HARDIN

3332 NEWBURG RD

Phone: Email:

502-485-3353

LOUISVILLE

KY 40218

CORDELIA.HARDIN@JEFFERSON.KYSCHOOLS.US

Effective From: 07/01/2021

Effective To:

06/30/2023

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		2021-2022 21st Century Community Learning Centers	\$0.000000	\$725,000.00	\$725,000.00

Extended Description:

Contract Period: July 1, 2021 - June 30, 2023

MUNIS#: 550G CFDA#: 84.287 PR/AWARD#: S287C2050017 Pass-through Number: 3400002-20 (100% Federal)

The contractor 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. Contractor will submit detail 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 August 31, 2023. 550F funds for each site must be expended before using 550G.

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

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

TOTAL CONTRACT AMOUNT:	\$725,000.00
TOTAL CONTINACT AMOUNT.	· '

	Document Description	Page 3
2100002707	2021-2022 21st Century Community Learning Centers	

Modification 1 August 22, 2022

Original Contract Amount: \$725,000.00 Amount of Increase/Decrease: \$0.00 Total Contract Amount: \$725,000.00

The modification is to change the contract end date from September 30, 2022 to June 30, 2023. No change in scope of services. NO FUNDS ADDED. TIME EXTENSION ONLY.

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 JEFFERSON 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 1, 2021 through SEPTEMBER 30, 2022 JUNE 30, 2023.

Scope of Services:

Contractor 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 Century Community Learning Centers 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.

	Document Description	Page 4
2100002707	2021-2022 21st Century Community Learning Centers	

- *Minimum twelve hours weekly programming per site.
- *Minimum four days weekly per site.
- *Minimum three hours per day.
- *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 regular attendees if they attend 30 days or more during the school year program.
- *Serve the number of regular attendees identified in the grant application, 30 days or more each grant year.
- *Provide 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, 1 hr 15 min of remediation/acceleration in reading and 1 hr 15 min of remediation/acceleration in 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. (sign-in sheets). Membership must include, but not be limited to: co-applicant, grant partners, parents, program 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,

	Document Description	Page 5	
2100002707	2021-2022 21st Century Community Learning Centers		

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.

For deliverables not met, the KDE reserves the right to:

- *Deem the program non-compliant
- *Halt program funding until compliant
- *Decrease program funding decrease will be based on numbers served (amount per pupil)
- *Terminate the Grant

Pricing:

Cycle	15	16	17	17	17	TOTALS
Year	4	3	2	2	2	
School(s)	Minors	Iroquois	Foster	English as a	Slaughter	
	Lane Elem.	High	Traditional	Second	Elementary	
			Academy	Language		
				Newcomer		
				Academy		
MUNIS CODE	550G	550G	550G	550G	550G	
0100 Salaries	80,293	96,127	94,127	97,603	96,127	464,277
0200 Benefits	22,224	25,226	24,850	26,259	25,226	123,785
0300 Professional	10,000	13,700	14,856	3,300	13,700	55,556
Services						
0400 Purchased						
Property Services						
0500 Other	11,888	14,708	16,044	19,500	14,708	76,848
Purchased Services						
0600 Supplies	595	239	123	3,338	239	4,534
0700 Property						
0800 Miscellaneous						
0900 Other –						
Indirect Cost						
TOTAL	\$125,000.00	\$150,000.00		\$150,000.00	\$150,000.00	\$725,000.00
FUNDS MUST	T BE SPENT	OR ENCUM	BERED BY <mark>\$</mark>	EPTEMBER 30,	2022 JUNE 3	30, 2023

FUNDS MUST BE SPENT OR ENCUMBERED BY SEPTEMBER 30, 2022 JUNE 30, 2023 NOTE: Salaries may only be encumbered for services through 9/30/22 6/30/2023

	Document Description	Page 6
2100002707	2021-2022 21st Century Co	nmunity Learning Centers

Final QRR and final MUNIS expenditure report without encumbrances is due November 15, 2022 August 31, 2023.

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. Contractor will submit detail 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 15, 2022. August 31, 2023 550E and 550F funds for each site must be expended before using 550G.

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

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.

	Document Description	Page 7
2100002707	2021-2022 21st Century Community Learning Centers	

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;

	Document Description	Page 8
2100002707	2021-2022 21st Century Community Learning Centers	

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

	Document Description	Page 9
2100002707	2021-2022 21st Century Community Learning Centers	

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 Funding Accountability and Transparency Act Compliance (applicable for federal) 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.

	Document Description	Page 10
2100002707	2021-2022 21st Century Community Learning Centers	

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.

	Document Description	Page 11		
2100002707	2021-2022 21st Century Community Learning Centers			

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

	Document Description	Page 12		
2100002707	2021-2022 21st Century Community Learning Centers			

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

	Document Description	Page 13
2100002707	2021-2022 21st Century Community Learning Centers	

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 Contra	ictor has	s not v	violated	any c	f the	provisions	of the	above	statutes	within
the pr	evious five (5) year	period	1 .	•		•				

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,

	Document Description	Page 14
2100002707	2021-2022 21st Century Community Learning Centers	

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

	Document Description	Page 15	
2100002707	2021-2022 21st Century Community Learning Centers		

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.

	Document Description	Page 16	
2100002707	2021-2022 21st Century Community Learning Centers		

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:	
Cionotano	Superintendent Title
Signature	Title
Delete d Nome	Dete
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:	
Funding Accountability and Transparency Act Compliance section)	nagement system. ral funds awarded to the Second Party is \$30,000 or more. (See Federal
SAM CAGE Code	