

GRANT AGREEMENT

Contract #000000000000000000073777

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Education (the "State") and SCOTT COUNTY SCHOOL DISTRICT 1 (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$300,000** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibit A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Title IV, part B and Indiana Code § 20-19-3-2.1 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):

Twenty-First Century Community Learning Centers

CFDA # 84.287

If State Funds: Program Title _____

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted upon request and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **July 01, 2023** and shall remain in effect through **July 31, 2024**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$300,000**. The approved Project Budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made within thirty-five (35) days in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a form designated by the State. Such form must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The Grantee agrees to abide by the Grant Budget; except that budget line item transfer of up to ten percent (10%) of the original line item amount may be transferred to other Grant budget line items without State Project Director approval. Transfers exceeding the maximum amount of ten percent (10%) of the budget line item require a budget modification and prior written approval by the State Project Director.

D. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

E. Forms shall be submitted to the State within 60 calendar days following the end of the quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any forms submitted later than 60 calendar days following the end of the quarter in which the services were provided. All final forms and reports must be submitted to the State within 60 calendar days after the expiration or termination of this agreement. Payment for forms submitted after that time may, at the discretion of the State, be denied. Forms may be submitted on a semi-monthly basis. If Grant funds are unexpended at the time that the final form is submitted, all such unexpended grant funds must be returned to the State.

F. Forms must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit A** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. (Does not apply as Grantee is a school corporation.)

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];
in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

H. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the

United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them 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 violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (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 an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take

appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate 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; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee

certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Rheaunna Jones, Out of School Time Specialist
Indiana Department of Education
Indiana Government Center North, 9th Floor
100 N. Senate Avenue
Indianapolis, IN 46204

B. Notices to the Grantee shall be sent to:

Kelsey Hall, Program Director
Scott County School District 1
P. O. Box 9
Austin, IN 47102

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying

the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Reimbursement for travel expenditures made by the Grantee will be reimbursed in accordance with the requirements of 2 CFR 200.475, which includes the requirement that reimbursed expenditures be consistent with the Grantee's documented travel policy for all travel. In the absence of a documented travel policy, and consistent with the requirements of 2 CFR 200.475(d), expenditures will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

24. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Exhibit A** and incorporated fully herein.

25. Provision Applicable to Grants with tax-funded State Educational Institutions:

"Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

6. Payment of Claims. (Modified)

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.
(Item C., deleted)

9. Compliance with Laws. (Item H. added.)

23. Travel. (Modified)

27. Security and Privacy of Student Information. (Added)

27. Security and Privacy of Student Information. The Contractor understands that the collection of personally identifiable information is under the direction and supervision of the State. The Contractor understands that in the performance of this Contract, the Contractor will be provided with personally identifiable student information subject to the protection of the Family Educational Rights and Privacy Act ("FERPA"), set forth in 20 USC §1232g and its regulation, 34 CFR Part 99 (as amended in 2012). The Contractor understands that parent or eligible student consents must first be obtained for any personally identifiable information required or received. The Contractor is responsible for verifying that parent or eligible student consents are on file with 21st Century Community Learning Center grantees. The Contractor acknowledges that the State has no authority to disclose or provide local or student information. 34 CFR Part 99.30(a) and (b) requires that parent or eligible student consent specify the records to be disclosed, state the purpose of the disclosure, and identify the party or parties to whom the disclosure may be made. As a condition to receiving personally identifiable information, the Contractor understands that it must be identified as a party to whom the disclosure will be made.

1. Subject to the agreed-upon and limited use of the data and only for the purposes asserted in this Contract and as specified by the parent or eligible student consent, the Contractor agrees

not to disclose or redisclose any personally identifiable information obtained, including de-identified information, in a manner that could identify, or reasonably lead to the identification of, an individual student, to any other individual, institution, organization, government, or entity without the prior written consent of the parent or eligible student. This includes information that may not have been provided in a personally identifiable format, but would still permit public identification of students due to small cell sizes (i.e., subgroups of 10 or fewer students). Such information and data elements may only be used in a manner consistent with the parent or eligible student consent and in the aggregate or other manner consistent with generally accepted statistical principles that does not permit identification of students.

2. The Contractor shall establish procedures and systems that will ensure all confidential data processed, stored, and/or transmitted under the provisions of this Contract shall be maintained in a secure manner that prevents further disclosure of the data, including the interception, diversion, duplication, or other unauthorized access to the data.
3. The Contractor shall promptly, that is, within one (1) hour of learning, report to the State any incidents in detail of any personally identifiable information received from the State whose confidentiality was breached, released, or is believed to have been breached or released.
4. The Contractor agrees to destroy all personally identifiable and de-identified information received under this Contract when it is no longer needed for the purpose for which it was obtained. The Contractor shall maintain records that document and verify the destruction of the data provided by the State pursuant to this Contract. If the Contractor does not destroy personally identifiable information pursuant to the terms of this Contract, when no longer needed for the purposes of this Contract, then the Contractor may be prohibited from access to future personally identifiable information from educational records for at least five (5) years.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

SCOTT COUNTY SCHOOL DISTRICT 1

By: *Chasady Hines*
75F691782EB649C...

Title: site coordinator

Date: 6/12/2023 | 13:21 EDT

Indiana Department of Education

By: *Tracy Brown*
6F48CC506874466...

Title: Chief Financial Officer

Date: 6/12/2023 | 17:13 EDT

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holwerda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

Exhibit A



ASSURANCES

The Indiana Department of Education requires that the following assurances remain in effect for the duration of the subgrant. The Indiana Department of Education will require assurances with subsequent amendments to this application if required by changes in federal or state law. The applicant assures that:

- It has the necessary legal authority to apply for and receive the proposed subgrant;
- The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this proposal for and on behalf of the said applicant, and otherwise to act as the authorized representative of the applicant in regard to this application;
- The activities/services for which the assistance is sought under this subgrant will be administered by or under the supervision and control of the applicant;
- The subgrant program will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the IDOE;
- The subgrant program will take place in a safe and easily accessible facility;
- The subgrant program will be carried out as proposed in the application;
- The subgrant program was developed and will be carried out in collaboration with schools the youth attend;
- The subgrant program will utilize an evidence based curriculum that includes professional development;
- The subgrant program will align out-of-school time efforts within school priorities including Indiana Academic Standards;
- The subgrant program will primarily target youth who attend schools who received a D or F school rating for state accountability or Does Not Meet or Approaches Expectations for federal accountability; or youth who attend schools with a 40 percent or higher Free and Reduced Lunch rate;
- The funds under the subgrant program will be used to increase the level of state, local and other non-federal funds that would, in the absence of Federal funds, be made available for authorized programs and activities;

- The required information and reports will be submitted timely as requested by the Indiana Department of Education;
- The subgrant program will comply with U.S. Education Department General Administrative Regulations (EDGAR) and Uniform Grants Guidance
- The subgrant program agrees to keep records and provide information to the IDOE as may be required for fiscal audit and program evaluation for a minimum of seven (7) years from the date of the last activity;
- The subgrant program agrees to complete the Indiana Quality Program Self-Assessment (IN- QPSA) annually and use the program action plan to guide program improvement and strengthening;
- The subgrant program will ensure that each staff member participating in this grant knows how to access student data including grade and/or state assessment data;
- The community was given notice of the applicant's intent to submit; and
- After the submission, the applicant will provide for public availability and review of the application and any waiver request;
- The applicant certifies by submitting this application that neither it nor its principals nor any of its subcontractors are presently suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal agency or by any department, agency or political subdivision of the State of Indiana. Verification is made via sam.gov. The term principal for purposes of this application means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the applicant;
- The applicant certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under the fund associated with this application and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The applicant shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed and supported by funding from the application;

- o The LEA certifies that it is in compliance with Title IX, section 8524, and that it has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in elementary and secondary public schools as set forth in the USDOE Guidance and Constitutionally Protected Prayer in Public Elementary and Secondary Schools, dated February 7, 2003.
- o The subgrant program certifies that if it has expended \$750,000 or more in federal funds in the preceding year, it will receive a single audit or program specific audit (2 CFR 200.501)
- o All partners will review and comply with the above assurances.

___Scott County School District, Austin Learning Center

Applicant Name (LEA or Organization)

A handwritten signature in black ink, appearing to be "J. N. B.", written over a horizontal line.

Authorized Signature Date

12/09/2021

21st CCLC Budget Summary									
Federal Agency: U.S. Department of Education					Pass-Through Entity: Indiana Department of Education				
CFDA: 84.287 Federal Award I.D.#: S287C220014 Fiscal Year of Award: 2022 Cohort #: 11 Cohort Year: 2									
Applicant Name				Scott County School District 1					
Applicant UEI#				H91LJB5LRR98					
Account Number	Cheat Sheet	110	211-290	311-319	440	510-593	611-689	710-748	
	Expenditure Account	Salary	Benefits	Professional Services	Rentals	Other Purchased Services	General Supplies	Property	Line Totals
		Certified & Non Certified	Certified & Non Certified						
11000	Instruction	\$ 158,662.80	\$ 51,980.63	\$ 4,870.00	\$ -	\$ -	\$ 1,588.79	\$ -	\$ 217,102.22
21000	Support Services - Student	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22100	Improvement of Instruction (professional development)	\$ -	\$ -	\$ 18,400.00	\$ -	\$ 457.78	\$ -	\$ -	\$ 18,857.78
22900	Other Support Services-Admin	\$ 53,064.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,064.00
26000	Operation & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27000	Transportation	\$ 10,976.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,976.00
33000	Community Service Operations (parent engagement)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Column Totals		\$ 222,702.80	\$ 51,980.63	\$ 23,270.00	\$ -	\$ 457.78	\$ 1,588.79	\$ -	\$ 300,000.00
LEA Indirect Cost Rate list		Subtract the amount above \$25,000 (per individual contracted service) from your total budget:							\$ -
Total after deducting Property:									\$ -
Total Available for Indirect Costs:									\$ 300,000.00
Amount of Indirect Cost to be used:									\$ -
Grand Total After Indirect Cost:									\$ 300,000.00