

SUB-GRANT AGREEMENT

THIS SUB-GRANT AGREEMENT made as of the 1ST day of JUNE, 2014, in the Territory of the Virgin Islands, by and between the **GOVERNMENT OF THE VIRGIN ISLANDS** through the **VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT** of No. 1 Sub Base, 3rd Floor, St. Thomas, U.S. Virgin Islands on behalf of the **VIRGIN ISLANDS DEPARTMENT OF EDUCATION** of 1834 Kongens Gade, St. Thomas, U.S. Virgin Islands (hereinafter referred to as "VIDE" or "Sub-Grantor") and the **Virgin Islands JA-GOJU JITSU-RYU Federation St. Thomas Parental Committee Incorporated** of P.O. Box 25966, Christiansted, U.S. Virgin Islands 00824 (hereinafter referred to as "Sub-Grantee").

WITNESSETH:

WHEREAS, VIDE is the recipient of 21st Century Learning Centers grant funds from the United States Department of Education Federal Fiscal Years 2012 and 2013 funding, pursuant to the *No Child Left Behind Act of 2001*, codified at 20 U.S.C. § 7171 *et seq.*, reauthorized by Public Law No.111-117, (hereinafter "the Program"); and

WHEREAS, VIDE is authorized under the Program to sub-grant funds for the purposes of providing academic assistance before or after school, and during summer, to Virgin Islands school students that will assist the students with improving their academic proficiency and social skills; and for providing opportunities for literacy and related educational development to families of students served by the 21st Century Community Learning Centers (hereinafter "21st CCLC"); and

WHEREAS, VIDE in its role as the State Education Agency of the U.S. Virgin Islands is committed to enhancing support mechanisms for Virgin Islands students and assisting them in building academic and social competencies; and

WHEREAS, in accordance with federal and local regulations and laws VIDE has approved the Sub-Grantee for the sub-grant award notified to the Sub-Grantee by letter dated April 16, 2014 for the Sub-Grantee to continue providing services in accordance with ADDENDUM I (Scope of Services) attached hereto, incorporated herein by reference, and made a part of this sub-grant agreement, and within the authorized categories delineated in the ATTACHMENT A (Budget), attached hereto, incorporated herein by reference, and made a part of this sub-grant agreement; and

WHEREAS, Sub-Grantee has agreed to utilize the grant award subject to the terms and conditions of the grant award and this Agreement, to use the awarded funds for the purposes outlined in ADDENDUM I (Scope of Services) attached hereto and incorporated herein by reference, and made a part of this Agreement; and

WHEREAS, the Sub-Grantee shall provide services entitled "Education Connections Program" at the Charles H. Emanuel Elementary School on St. Croix, Virgin Islands, as authorized by the 21st Century Community Learning Center Program, and in accordance with this Sub-Grant Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and other good and valuable consideration and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

Sub-Grantee will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this Agreement.

2. TERM

This Agreement shall commence on **June 1, 2014, and terminate on September 30, 2017**. Obligations made up to September 30th each year shall have a 90-day liquidation period.

3. FUNDING

The Government, for the performance of the services as described in ADDENDUM I (Scope of Services), in accordance with the provisions set forth in Addendum II (Compensation), attached hereto and incorporated herein by reference, agrees to pay Sub-Grantee a sum not to exceed **Two Hundred Ten Thousand Dollars and Zero Cents (\$210,000.00)**.

4. TRAVEL EXPENSES

Inclusive in the disbursement of award for services as specified in Paragraph 3 (Funding) above, the Government agrees to pay a sum not to exceed **Three Thousand Dollars and Zero Cents (\$3,000.00)** for documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government.

5. RECORDS

The Sub-Grantee, when applicable, will present documented, precise records of services provided and/or money expended under this Agreement.

6. PROFESSIONAL STANDARDS

The Sub-Grantee agrees to maintain the professional standards applicable to its profession.

7. DOCUMENTS, PRINTOUTS, etc.

All documents, books, records, and instructional materials, programs, printouts, and memoranda of every description derived therefrom and pertaining to this Agreement shall become the property of the VIDE and shall be turned over to the VIDE at the end of the retention period. The above-described materials shall not be used by Sub-Grantee or by any other person or entity except upon the written permission of VIDE.

8. REAL PROPERTY, EQUIPMENT, SUPPLIES, and COPYRIGHT

All real property, equipment, supplies, and copyrights obtained by the Sub-Grantee acquired under this Agreement shall be used, managed, and disposed of in accordance with the applicable sections of 34 CFR § 80.32 to § 80.34.

9. LIABILITY OF OTHERS

Nothing in this Agreement shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by the Sub-Grantee as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, liabilities, obligations and taxes of the Sub-Grantee of whatsoever nature including, but not limited to, unemployment insurance and social security taxes for the Sub-Grantee, its servants, agents or independent contractors.

10. ASSIGNMENT

The Sub-Grantee shall not subcontract or assign any part of the services under this Agreement, without the prior written consent of the Government.

11. INDEMNIFICATION

The Sub-Grantee agrees to investigate, defend and hold harmless, the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by the Sub-Grantee, under this Agreement and arising from any cause, except the sole negligence of the Government.

12. INDEPENDENT CONTRACTOR

The Sub-Grantee shall perform this Agreement as an independent Sub-Grantee and nothing herein contained shall be construed to be inconsistent with this relationship or status.

13. GOVERNING LAW

This Agreement shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

14. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification, or amendment in any instance or instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Agreement but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto, and all prior understanding or communications, written or oral, with respect to the Program, which is the subject matter of this Agreement, are merged herein.

16. RIGHT TO WITHHOLD

If work under this Agreement is not performed in accordance with the terms hereof, the rules of the 21st CCLC Program, Federal or local laws, any other applicable policies and procedures, or for non-performance of services, the Government will have the right to withhold any disbursement due to Sub-Grantee, such sums as the Government may deem ample to protect itself against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Sub-Grantee in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by the Government if and while Sub-Grantee gives satisfactory assurance to the Government that such claims will be paid by Sub-Grantee or its insurance carrier, if applicable in the event that such contest is not successful.

17. CONDITION PRECEDENT

This Agreement is subject to the availability of funds appropriated for such purpose and to the approval of the Governor of the United States Virgin Islands.

18. TERMINATION

Either party shall have the right to terminate this Agreement with or without cause on thirty (30) days written notice, to the other party specifying the date of termination, in accordance with paragraph 23 of this Agreement and in compliance with 34 CFR 80.43 (a)(3), Enforcement, or 34 CFR 80.44, Termination for convenience.

19. PARTIAL TERMINATION

The performance of work under this Agreement may be terminated by the Government in part whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Sub-Grantee a Notice of Partial Termination specifying the extent to which the term and/or duties under this Agreement are terminated and the date upon which such termination becomes effective. The Sub-Grantee shall be entitled to receive disbursement for services provided and allowable costs incurred through the date of termination.

20. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement on account of race, creed, color, sex, religion, disability or national origin.

21. CONFLICT OF INTEREST

- (a) Sub-Grantee covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.
- (b) Sub-Grantee further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an

officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or

(2) a territorial officer or employee and as such, has:

- i. familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provisions set forth in section 1108 thereof;
- ii. not made, negotiated or influenced this Agreement in its official capacity; and
- iii. no financial interest in this Agreement as that term is defined in Section 1101 (1) of said Code chapter.

22. EFFECTIVE DATE

The effective date of this Agreement shall be the day of execution of the Agreement by the Governor.

23. NOTICE

Any notice required, permitted, or desired to be given under this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT Honorable Lynn A. Millin Maduro Commissioner Department of Property and Procurement Building No. 1, Third Floor, Sub Base St. Thomas, U.S. Virgin Islands 00802
DEPARTMENT OF EDUCATION Honorable Donna Frett Gregory Commissioner Department of Education 1834 Kongens Gade St. Thomas, U.S. Virgin Islands 00802-6746
SUBGRANTEE Louis A. Jackson Executive Director Virgin Islands JA-GOJU JITSU-RYU Federation St. Thomas Parental Committee Incorporated P.O. Box 25966 Christiansted, Virgin Islands, 00824

24. LICENSURE

The Sub-Grantee covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and

- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

25. FALSE CLAIMS

The Sub-Grantee warrants that it shall not, with respect to this Agreement, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. The Sub-Grantee acknowledges that making such a false, fictitious or fraudulent claim is an offense under Virgin Islands law.

26. NOTICE OF FEDERAL FUNDING

The Sub-Grantee acknowledges that this Agreement is funded, in whole, by federal funds. The Sub-Grantee warrants that it shall not, with respect to this Agreement, make or present any claim knowing such claim to be false, fictitious or fraudulent. The Sub-Grantee acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

27. DEBARMENT CERTIFICATION

By execution of this Agreement, the Sub-Grantee certifies that it is eligible to receive applicable sub-grant awards using federally appropriated funds and that it has not been suspended or debarred from entering into Agreements with any federal agency. The Sub-Grantee shall include this provision in each of its subcontracts hereunder and shall furnish its sub-contractors or sub-grantees with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the Sub-Grantee or any sub-contractor misrepresents its eligibility to receive awards using federal funds, the Sub-Grantee or sub-contractor agrees that it shall not be entitled to payment for any work performed under this Agreement or any sub-contract, and that the Sub-Grantee or sub-contractor shall promptly reimburse the Government for any progress payments heretofore made.

28. LIABILITY INSURANCE

The Sub-Grantee shall provide the Government with public liability insurance coverage during Sub-Grantee's operation of the services under this Agreement in an amount not less than One Hundred Thousand Dollars and Zero Cents (\$100,000.00) for any one occurrence, and shall indicate the Government of the Virgin Islands, Department of Education, as an additional insured and a certificate holder, for the entire period of this Agreement. In the event that the Sub-Grantee's existing coverage will expire before the end of the term of this Agreement, Sub-Grantee shall provide proof of the renewal of coverage within ten (10) days after the beginning of the new period of the insurance. Sub-Grantee shall evidence public liability insurance coverage by providing the Department of Education with a Certificate of General Liability Insurance that indicates the coverage and the Government of the Virgin Islands, Department of Education as an additional insured, and a certificate holder, and addressed to the Department of Education as indicated in paragraph 23.

29. CONFIDENTIALITY

Sub-Grantee shall comply with all local and federal laws regarding release of student information, and shall release student information only upon obtaining proper

authorization from the student(s)' legal representative or the eligible student, and upon notice to the Government as prescribed in paragraph 23 of this Agreement.

30. INVOICES AND PAYMENTS

The Sub-Grantee will present to VIDE, through its 21st CCLC Program Manager properly completed invoices that shall describe and document to the VIDE's satisfaction, and shall contain information, including but not limited to, the period of services covered by the invoice, description of the services performed, and the amount of fees in accordance with the compensation schedule in Addendum II (Compensation) and Attachment A (Budget) attached hereto and made a part of this agreement. Each invoice must be accompanied by applicable supporting documents, including but not limited to reports, plans, all related time sheets, student attendance records, cancelled checks, vendor billings and invoices and any other deliverables/documents due for the invoice period. Payments shall be made only after receipt of properly completed invoices; verification that the services invoiced was provided in accordance with Addendum I (Scope of Services) and Addendum II (Compensation); all necessary supporting documents was received and deemed sufficient. Invoices will be processed in accordance with all applicable federal and local laws and regulations, including all applicable policies, rules and procedures pertaining to the use of these funds for the services provided hereunder.

31. SEVERABILITY

If any of the provisions of this Agreement are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

32. MERGER

This Agreement constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this sub-grant agreement, are of no force or effect.

33. OTHER PROVISIONS

ADDENDUM I, ADDENDUM II, and ATTACHMENT A and the Sub-Grantee's eligibility documents are attached hereto, made a part of this Agreement, and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands on the day and year first above written.

WITNESS:

Lynn A. Millin

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

Lynn A. Millin Maduro
Commissioner

10/9/14
Date

WITNESS:

Donna Frett Gregory

DEPARTMENT OF EDUCATION

Donna Frett Gregory
Commissioner

10/7/14
Date

WITNESS:

Marisa Allen

Louis A. Jackson
Executive Director

9/25/14
Date

APPROVED:

John P. deJongh, Jr.
Governor of the Virgin Islands

10/14/14
Date

APPROVED FOR LEGAL SUFFICIENCY BY:

Robert D. Hanger

10-9-14
Date

Account Code No.: _____

Purchase Order No.: _____

ADDENDUM I
(Scope of Services)

The purpose of the funds provided under the 21st Century Community Learning Centers Grant is to create or expand activities in *community-learning centers* that provide academic enrichment, including providing tutorial services to help students, particularly students who attend low-performing schools, to meet State and local student academic achievement standards in core academic subjects, such as reading and mathematics; and that offer students a broad array of additional services, programs, and activities, such as youth development activities, drug and violence prevention programs, counseling programs, art, music, and recreation programs, technology education programs, and character education programs, that are designed to reinforce and complement the regular academic program of participating students; and offer families of students served by the community learning centers opportunities for literacy and related educational development. **The period of performance under this award ends September 30, 2017.**

DUTIES OF SUB-GRANTEE:

The Sub-Grantee will utilize the funds under this Agreement to provide academic services to approximately sixty (60) Virgin Islands school students ranging from third (3rd) through sixth (6th) grade students at **Charles H. Emanuel Elementary School**, on St. Croix, Virgin Islands. The services are to be provided at, and begin within eight (8) weeks of the first day of school, and conclude on or by **September 30, 2017**, during one, a combination of, or all non-school hours or periods when school is not in session: before school, after school, on weekends, and during summer in accordance with Sub-grantee's Project Design of Sub-grantee's Application received by VIDE on February 18, 2014 and approved by VIDE on June 17, 2014, incorporated herein by reference and made a part of this Agreement.

1. The Sub-Grantee shall make its application, evaluation of its program, periodic program plan, or report relating to each program available for public inspection.
2. The Sub-Grantee shall give notice to the public of its program, including its location, schedule, objectives, and available of transportation if needed from the program to the participants' home or authorized drop-off destination.
3. The Sub-Grantee shall establish measurable goals for participant outcomes.
4. The Sub-Grantee shall supervise, manage, and control the Program.
5. The Sub-Grantee will ensure that an application is received for all students who wish to participate in the Program and which shall be signed by the parent or guardian. The applications will be kept on file by the Sub-Grantee and maintained in accordance with privacy requirement herein.
6. The Sub-Grantee shall demonstrate commitment to serve individuals in the community who are most in need of literacy services, including individuals who are low-income or have minimal literacy skills.



7. The Sub-Grantee shall determine whether or not the program—
Is of sufficient intensity and duration for participants to achieve substantial learning gains; and use instructional practices that research has proven to be effective in teaching and counseling.
8. The Sub-Grantee shall offer activities that are built on a strong foundation of research and effective educational practice.
9. The Sub-Grantee shall effectively employ advances in technology, as appropriate, including the use of computers.
10. The Sub-Grantee shall utilize staff of well-trained instructors, counselors, and administrators, and ensure that the program is kept informed and in compliance by attending trainings provided to the program for such purpose.
11. The Sub-Grantee shall coordinate activities with other available resources in the community, such as by establishing strong links with elementary schools and secondary schools, postsecondary educational institutions.
12. The Sub-Grantee shall maintain a high-quality information management system that has the capacity to report participant outcomes and to monitor program performance against the eligible agency performance measures.
13. The Sub-Grantee shall maintain direct communication with the teachers of the students attending the program through the use of a liaison and will report all data in an Information Collection System designated by United States Department of Education. This collected data will be made accessible to the State Office upon request.
14. The Sub-grantee shall prepare and submit to VIDE monthly reports to the VIDE 21st CCLC Program Manager for the period **June 1, 2014 to September 30, 2017**. Said reports are due by the fifteenth (15th) of the month after the period for which the report is due.

The monthly reports shall encompass fiscal and programmatic components.

Fiscal (Based on the approved Attachment A):

- a) Outline all expenditures for each activity associated with the services
- b) Explain any unforeseen/unexpected expenditures
- c) Invoices shall have attached all related time sheets and payroll information, student attendance records, copies/cancelled checks, receipts, and vendor billings and invoices

Programmatic:

- a) Delineate activities and services provided to students and each student's progress
- b) Detailed participants information
- c) Note accomplishments of program



d) Note challenges of program

The VIDE reserves the right to request additional information as part of the monthly reports.

15. The Sub-Grantee shall maintain an accounting system to manage the federal funds received from this project in accordance with the "*Standards for Financial Management Systems*" set forth in 34 CFR Part 74 and shall not commingle the federal funds received from this Program with non-federal funds or other program funds.
16. The Sub-Grantee shall expend the funds in accordance with all applicable local and federal laws, rules and regulations, and this sub-grant agreement.
17. The Sub-Grantee shall return to VIDE for its disposition, any sum of money which the VIDE, its auditors or any other authorized representative has determined was not utilized in conformity with this sub-grant agreement or remains unspent at the termination of this sub-grant agreement.
18. The Sub-Grantee shall keep records that fully show:
 - a. The amount of funds under the sub-grant;
 - b. How the Sub-Recipients uses the funds;
 - c. The total cost of the project;
 - d. The share of that cost provided from other sources; and
 - e. Other records to facilitate an effective audit.
19. Five (5) business days prior to the due date of required reports or actions by the Sub-Grantee, the Sub-Grantee shall justify a request to VIDE for needed time to provide the required reports or perform the required actions.
20. Thirty (30) calendar days after the liquidation period ends, the Sub-Grantee shall provide a final written program report and a final financial report, to be used as an assessment of the Program and a measurement of the participants' progress.
21. The Sub-Grantee shall liquidate obligations under this sub-grant agreement by **December 30th each year**, provided that this sub-grant agreement was not terminated before its expiration.
22. The Sub-Grantee will conduct services in an easily accessible, safe, and drug-free facility.



DUTIES OF VIDE:

VIDE shall:

1. Within thirty (30) business days of each year of the Agreement, VIDE shall pay an initial amount not to exceed twenty-five percent (25%) of the award to Sub-Grantee less the travel cost, provided that Sub-Grantee demonstrates the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and their disbursement by Sub-Grantee..
2. Monitor for program performance and identify areas for training and professional development for Sub-grantee and its educators.
3. Within thirty (30) business days of receipt of Sub-Grantee's invoices, shall review Sub-Grantee's requests for draw downs, disbursement and/or reimbursements in accordance with the applicable Office of Management and Budget Circular, for allowableness of costs and upon finding the requests to be allowable, VIDE shall issue disbursements/and or reimbursements in whole or in part; or upon finding deficiency in the Sub-Grantee's requests VIDE shall notify the Sub-Grantee of the deficiencies and may issue disbursements and/or reimbursements in whole, in part, or not at all, and provide the Sub-Grantee with an opportunity to become compliant as required.
4. Monitor the Sub-Grantee's **"Education Connections Program"** operated at **Charles H. Emanuel Elementary School**.
5. Give notice to Sub-Grantee of new program requirements and/or violations during the term of this sub-grant agreement.
6. Give technical assistance to the Sub-Grantee to assist Sub-Grantee in fulfilling its role under this sub-grant agreement.



ADDENDUM II
(Compensation)

The Government agrees to pay the Sub-Grantee, to provide services required under this Agreement, and more particularly described in the Project Design of Sub-grantee's Application received by VIDE on February 18, 2014 and approved by VIDE on June 17, 2014, incorporated herein by reference and made a part of this Agreement. Payments are to be made for the period **June 1, 2014 to September 30, 2017**, in an amount not to exceed **Two Hundred Ten Thousand Dollars and Zero Cents (\$210,000.00)**, including reimbursement of travel cost not to exceed **Three Thousand Dollars and Zero Cents (\$3,000.00)**, which may be invoiced in partial and multiple billings* as delineated below:

YEAR 1		
PERIOD	DESCRIPTION	PAYMENT
Installment #1	Advance payment of 25% of total fees and costs less travel costs: [\$69,000.00 X .25] an amount not to exceed Seventeen Thousand, Two Hundred Fifty Dollars and Zero Cents.	\$17,250.00
Installment #2	Payment of fees and costs excluding travel costs in an amount not to exceed Seventeen Thousand, Two Hundred Fifty Dollars and Zero Cents provided that there are no withholdings.	\$17,250.00
Installment #3	Payment of fees and costs excluding travel costs in an amount not to exceed Seventeen Thousand, Two Hundred Fifty Dollars and Zero Cents provided that there are no withholdings.	\$17,250.00
Installment #4	Payment of fees and costs excluding travel costs in an amount not to exceed Seventeen Thousand, Two Hundred Fifty Dollars and Zero Cents provided that there are no withholdings.	\$17,250.00
YEAR 1 Total payments of fees and costs excluding travel costs not to exceed Sixty-Nine Thousand Dollars and Zero Cents		<u>\$69,000.00</u>
Travel Reimbursement.	Reimbursement of Travel cost not to exceed One Thousand Dollars and Zero Cents.	\$1,000.00
YEAR 1 TOTAL NOT TO EXCEED Seventy Thousand Dollars and Zero Cents.		<u>\$70,000.00</u>

YEAR 2 COMPENSATION

The Government agrees pay the Sub-grantee, to provide services required under this Agreement, and more particularly described in Sub-Grantee's Project Design of Sub-grantee's Application received by VIDE on February 18, 2014 and approved by VIDE on June 17, 2014. **Year 2** payments/installments shall be made in accordance with Year 1's terms and conditions (including invoicing procedures) in an amount not to exceed **Seventy Thousand Dollars and Zero Cents (\$70,000.00)**, including reimbursement of travel cost not to exceed **One Thousand Dollars and Zero Cents (\$1,000.00)**.



YEAR 3 COMPENSATION

The Government agrees pay the Sub-grantee, to provide services required under this Agreement, and more particularly described in Sub-Grantee's Project Design of Sub-grantee's Application received by VIDE on February 18, 2014 and approved by VIDE on June 17, 2014. Year 3 payments/installments shall be made in accordance with Year 1's terms and conditions (including invoicing procedures) in an amount not to exceed *Seventy Thousand Dollars and Zero Cents (\$70,000.00)*, including reimbursement of travel cost not to exceed *One Thousand Dollars and Zero Cents (\$1,000.00)*.

TOTAL AGREEMENT COST IN AN AMOUNT NOT TO EXCEED TWO HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS (\$210,000.00)

The VIDE shall make one (1) advance payment equivalent to twenty-five percent (25%) of the annual allocation at the beginning of each year to Sub-Grantee, excluding travel cost, provided that Sub-Grantee demonstrates the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and their disbursement by Sub-Grantee. When this requirement is not met the reimbursement method will be used. The VIDE reserves the right to modify or reduce the allocation based on reduced funding, the Sub-Grantee's ability or inability to meet the program needs and/or expend the funds as necessary.

*Partial billings enable Sub-Grantee to invoice for a partial amount of an installment and multiple billings enables Sub-Grantee to invoice for more than one installment simultaneously. Nothing herein prohibits Sub-Grantee from submitting both multiple and partial invoices at the same time. All requirements of a properly completed invoice, verification of services, and submission of required documents must be met.

Sub-Grantee's monthly original invoices for fees and costs of actual services and expenses, and supporting source documents, are to be addressed and submitted to VIDE as follows:

Virgin Islands Department of Education
21st Century Program Manager
21st Century Community Learning Center Programs
1834 Kongens Gade
St. Thomas, U.S. Virgin Islands 00802



ATTACHMENT A
21st Century Community Learning Center Budget
Education Connections
Year 1

OBJECT CLASS	OBJECT DESCRIPTION	TOTAL
Personnel	Program Coordinator	24,000.00
	Administrative Assistant	2,000.00
	Site Coordinator	4,500.00
	Site Coordinator	1,500.00
		\$ 32,000.00
Fringe (FICA 7.65%)		2,448.00
		\$ 2,448.00
Supplies	Office Supplies	502.00
	ArtTASTIC!	960.00
		\$ 1,462.00
Equipment	Printer / Copier	1,000.00
	Computers /Laptop	750.00
		\$ 1,750.00
Purchased Services	Academic Coaches	12,800.00
	Transportation	2,000.00
	Martial Arts Instruction	8,000.00
	Library Specialist	1,000.00
	Accounting Services	1,000.00
	Evaluation	3,500.00
	CAP60 Software	540.00
	Family & Parent Workshops	2,500.00
		\$ 31,340.00
	Subtotal	\$ 69,000.00
	Travel	1,000.00
	GRAND TOTAL	\$ 70,000.00

Prog. Mgr. Apprvl: *gms*
Date: 7/17/14
Grant No.:

ATTACHMENT A
21st Century Community Learning Center Budget
Education Connections
Year 2

OBJECT CLASS	OBJECT DESCRIPTION	TOTAL
Personnel	Program Coordinator	24,000.00
	Administrative Assistant	2,000.00
	Site Coordinator	4,500.00
	Site Coordinator	1,500.00
		\$ 32,000.00
Fringe (FICA 7.65%)		2,448.00
		\$ 2,448.00
Supplies	Office Supplies	500.00
	ArtTASTIC!	802.00
		\$ 1,302.00
Equipment	Tablets	500.00
	Laptops	500.00
		\$ 1,000.00
Purchased Services	Academic Coaches	12,800.00
	Library Specialist	1,000.00
	Martial Arts Instructor	8,000.00
	Accounting Services	1,000.00
	Transportation Services	3,000.00
	Evaluation	3,500.00
	CAP60 Software	450.00
	Family & Parent Workshops	2,500.00
		\$ 32,250.00
	Subtotal	\$ 69,000.00
	Travel	1,000.00
	GRAND TOTAL	\$ 70,000.00

Prog. Mgr. Apprvl: *[Signature]*
Date: 7/17/14
Grant No.:

ATTACHMENT A
21st Century Community Learning Center Budget
Education Connections
Year 3

OBJECT CLASS	OBJECT DESCRIPTION	TOTAL
Personnel	Program Coordinator	24,000.00
	Administrative Assistant	2,000.00
	Site Coordinator	4,500.00
	Site Coordinator	1,500.00
		\$ 32,000.00
Fringe (FICA 7.65%)		2,448.00
		\$ 2,448.00
Supplies	Office Supplies	500.00
	ArtTASTIC!	802.00
		\$ 1,302.00
Equipment		
		\$ -
Purchased Services	Academic Coaches	12,800.00
	Library Specialist	1,000.00
	Martial Arts Instruction	8,000.00
	Accountant	1,000.00
	Transportation	4,000.00
	Evaluation	3,500.00
	CAP60 Software	450.00
	Family & Parent Workshops	2,500.00
		\$ 33,250.00
	Subtotal	\$ 69,000.00
	Travel	1,000.00
	GRAND TOTAL	\$ 70,000.00

Prog. Mgr. Apprvl: *gmt*
Date: 7/17/14
Grant No.: