REQUEST FOR PROPOSALS

for

21st Century Community Learning Centers
September 1, 2019 – August 31, 2022

CFDA # 84.287C
TITLE IV, Part B of ESEA

RFP #: 678PUR-3000012102
Proposal Due Date/Time: May 8, 2019 at 2:00PM

State of Louisiana
Louisiana Department of Education

April 8, 2019
Table of Contents

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION ................................................................. 6

1.1 Purpose .......................................................................................................................................... 6
1.2 Background .................................................................................................................................... 6
1.3 Goals and Objectives .................................................................................................................... 7
1.4 Term of Contract ............................................................................................................................ 7
1.5 Definitions ....................................................................................................................................... 8
1.6 Schedule of Events ........................................................................................................................ 9
1.7 Proposal Submittal ......................................................................................................................... 10
1.8 Qualification for Proposer ........................................................................................................... 10
  1.8.1 Mandatory Qualifications: ....................................................................................................... 10
  1.8.2 Desirable Qualifications: ........................................................................................................ 11
1.9 Proposal Response Format ......................................................................................................... 11
  1.9.1 Cover Letter ............................................................................................................................. 11
  1.9.2 Table of Contents ..................................................................................................................... 11
  1.9.3 Executive Summary ................................................................................................................ 11
  1.9.4 Company Background and Experience .................................................................................. 11
  1.9.5 Approach and Methodology ................................................................................................... 12
  1.9.6 Proposed Staff Qualifications ................................................................................................. 12
  1.9.7 Veteran and Hudson Initiative Programs Participation ......................................................... 12
  1.9.8 Project Cost ............................................................................................................................. 14
  1.9.9 Certification Statement ........................................................................................................... 15
  1.9.10 Outsourcing of Key Internal Controls ................................................................................... 15
1.10 Number of Copies of Proposals ................................................................................................. 15
1.11 Legibility/Clarity ........................................................................................................................... 15
1.12 Confidential Information, Trade Secrets, and Proprietary Information .................................. 15
1.13 Proposal Clarifications Prior to Submittal ............................................................................... 16
  1.13.1 Mandatory Pre-proposal Conference ..................................................................................... 16
  1.13.2 Proposer Inquiries ................................................................................................................ 17
  1.13.3 Blackout Period ..................................................................................................................... 17
1.14 Error and Omissions in Proposal ............................................................................................... 18
1.15 Changes, Addenda, Withdrawals ............................................................................................... 18
1.16 Withdrawal of Proposal ................................................................. 18
1.17 Waiver of Administrative Informalities .............................................. 18
1.18 Proposal Rejection/RFP Cancellation .................................................. 19
1.19 Ownership of Proposal ................................................................... 19
1.20 Cost of Offer Preparation .................................................................. 19
1.21 Taxes ............................................................................................... 19
1.22 Determination of Responsibility .......................................................... 19
1.23 Use of Subcontractors ....................................................................... 20
1.24 Written or Oral Discussions/Presentations .......................................... 20
1.25 Acceptance of Proposal Content ........................................................ 20
1.26 Evaluation and Selection ................................................................... 20
1.27 Best and Final Offers (BAFO) .............................................................. 20
1.28 Contract Award and Execution ............................................................ 21
1.29 Notice of Intent to Award .................................................................. 21
1.30 Right to Prohibit Award .................................................................... 22
1.31 Insurance Requirements for Contractors ............................................ 22
   1.31.1 Contractor's Insurance ................................................................... 22
   1.31.2 Minimum Scope and Limits of Insurance ...................................... 22
   1.31.3 Deductibles and Self-Insured Retentions ...................................... 23
   1.31.4 Other Insurance Provisions .......................................................... 23
   1.31.5 Acceptability of Insurers ................................................................. 24
   1.31.6 Verification of Coverage ................................................................. 24
   1.31.7 Subcontractors ............................................................................. 25
   1.31.8 Workers Compensation Indemnity ............................................... 25
1.32 Indemnification and Limitation of Liability ......................................... 25
1.33 Payment ........................................................................................... 26
   1.33.1 Electronic Vendor Payment Solutions ......................................... 26
1.34 Termination ....................................................................................... 26
   1.34.1 Termination of the Contract for Cause .......................................... 26
   1.34.2 Termination of the Contract for Convenience ................................ 27
   1.34.3 Termination for Non-Appropriation of Funds .............................. 27
1.35 Assignment ....................................................................................... 27
1.36 Right to Audit ................................................................................... 27
1.37 Civil Rights Compliance ......................................................................................... 28
1.38 Record Ownership ................................................................................................. 28
1.39 Entire Agreement/ Order of Precedence ............................................................... 28
1.40 Contract Modifications ......................................................................................... 28
1.41 Substitution of Personnel ..................................................................................... 28
1.42 Governing Law ..................................................................................................... 29
1.43 Claims or Controversies ....................................................................................... 29
1.44 Code of Ethics ...................................................................................................... 29
1.45 Corporate Requirements ..................................................................................... 29
1.46 Prohibition of Discriminatory Boycotts of Israel .................................................. 29

PART 2: SCOPE OF WORK/SERVICES ....................................................................... 30

2.1 Scope of Work ....................................................................................................... 30
2.2 Task and Services .................................................................................................. 32
2.3 Deliverables ........................................................................................................... 37
2.4 Technical Requirements ....................................................................................... 39
2.5 Project Requirements ........................................................................................... 47

PART 3: EVALUATION ................................................................................................. 54

3.1 Cost Evaluation ..................................................................................................... 54
3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation ......................................................... 56

PART 4: PERFORMANCE STANDARDS .................................................................... 57

4.1 Performance Requirements ................................................................................... 57
4.2 Performance Measurement, Evaluation and Monitoring Plan ............................ 57
   4.2.1 Performance Measures and Evaluation: ....................................................... 57
   4.2.2 Monitoring Plan: .......................................................................................... 59
4.3 Veteran and Hudson Initiative Programs Reporting Requirements .................. 59

ATTACHMENT I: CERTIFICATION STATEMENT ...................................................... 60

ATTACHMENT II: SAMPLE CONTRACT ..................................................................... 62

ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION .................... 75

APPENDIX: ADDITIONAL REQUIRED FORMS ......................................................... 77

   Checklist ............................................................................................................... 77
   Cover Page .......................................................................................................... 78
   FORM AA .......................................................................................................... 79
REQUEST FOR PROPOSAL
FOR
21st Century Community Learning Centers (CCLC)

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose
The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified applicants who are interested in establishing a 21st Century Community Learning Center (21st CCLC).

1.2 Background
The 21st CCLC program was amended by Congress as Title IV, Part B of the Elementary and Secondary Education Act (ESEA), the Every Student Succeeds Act (ESSA) of 2015. The purpose of this program is to provide opportunities for communities to establish or expand activities in community learning centers that:

(A) Provide opportunities for academic enrichment, including providing tutorial services to help students, particularly students who attend low-performing schools, to meet the challenging State academic standards;
(B) Offer students a broad array of additional services, programs and activities, such as youth development activities, service learning, nutrition and health education, drug and violence prevention programs, counseling programs, arts, music, physical fitness and wellness programs, technology education programs, financial literacy programs, environmental literacy programs, mathematics, science, career and technical programs, internship or apprenticeship programs and other ties to in-demand industry sector or occupations for high school students that are designed to reinforce and complement the regular academic program of participating students; and
(C) Offer families of students served by community learning centers opportunities for active and meaningful engagement in their children’s education, including opportunities for literacy and related educational development.

The term ‘community learning center’ means an entity that:

(A) Assists students to meet the challenging State academic standards by providing the students with academic enrichment activities and a broad array of other activities during non-school hours or periods when school is not in session (such as before and after school or during summer recess) that reinforce and complement the regular academic programs of the schools attended by the students served and are targeted to the students’ academic needs and aligned with the instruction students receive during the school day; and
(B) Offers families of students served by such center opportunities for active and meaningful engagement in their children’s education, including opportunities for literacy and related education development.
1.3 Goals and Objectives
The goals and objectives for this RFP are that contractors must provide services that meet the federal Principles of Effectiveness; are expected to improve student achievement; are combined or coordinated with other federal, state, and local programs for the most effective use of public resources; and respond to identified community needs.

1.4 Term of Contract
The term of any contract resulting from this RFP shall begin on or about September 1, 2019 and is anticipated to end on August 31, 2022. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.
## 1.5 Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency</td>
<td>Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.</td>
</tr>
<tr>
<td>Anonymized Copy</td>
<td>A copy of the application that does not provide any identifiable information of the applicant. (Ex. Redacted or black boxes or X’d out if done electronically – ex: XXXXX or ________)</td>
</tr>
<tr>
<td>21&lt;sup&gt;st&lt;/sup&gt; CCLC</td>
<td>21st Century Community Learning Center</td>
</tr>
<tr>
<td>CIR</td>
<td>Comprehensive Intervention Required Schools</td>
</tr>
<tr>
<td>Contractor</td>
<td>Any person having a contract with a governmental body; the selected proposer.</td>
</tr>
<tr>
<td>Discussions</td>
<td>For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Applicants who submit proposals in response to this RFP.</td>
</tr>
<tr>
<td>DOA</td>
<td>Division of Administration</td>
</tr>
<tr>
<td>ELT</td>
<td>Expanded Learning Time</td>
</tr>
<tr>
<td>ESL</td>
<td>English as a Second Language</td>
</tr>
<tr>
<td>LDOE</td>
<td>Louisiana Department of Education</td>
</tr>
<tr>
<td>LEA</td>
<td>Local Educational Agency</td>
</tr>
<tr>
<td>May and Can</td>
<td>The terms “may” and “can” denote an advisory or permissible action.</td>
</tr>
<tr>
<td>Must</td>
<td>The term “must” denotes mandatory requirements.</td>
</tr>
<tr>
<td>OSP</td>
<td>Office of State Procurement</td>
</tr>
<tr>
<td>Proposer/Applicant</td>
<td>A firm or individual who responds to this RFP.</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>SEL</td>
<td>Social Emotional Learning</td>
</tr>
<tr>
<td>Shall and Will</td>
<td>The terms “shall” and “will” denote mandatory requirements.</td>
</tr>
<tr>
<td>Should</td>
<td>The term “should” denotes a desirable action.</td>
</tr>
<tr>
<td>State</td>
<td>The State of Louisiana.</td>
</tr>
<tr>
<td>STEAM</td>
<td>Science, Technology, Engineering, Arts and Math</td>
</tr>
<tr>
<td>Tier 1</td>
<td>Curriculum and instructional materials that meets all non-negotiable criteria and scored the best possible on all indicators of superior quality</td>
</tr>
<tr>
<td>UIR</td>
<td>Urgent Intervention Required Schools</td>
</tr>
</tbody>
</table>
1.6 Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Release of RFP and post to LaPac</td>
<td>April 8, 2019</td>
</tr>
<tr>
<td><strong>Mandatory Pre-proposal Conferences</strong></td>
<td><strong>April 11, 2019 @ 2:00pm – 4:00pm</strong></td>
</tr>
<tr>
<td></td>
<td>Join Zoom Meeting</td>
</tr>
<tr>
<td></td>
<td><a href="https://ldoe.zoom.us/j/635145734">https://ldoe.zoom.us/j/635145734</a></td>
</tr>
<tr>
<td></td>
<td>Meeting ID: 635 145 734</td>
</tr>
<tr>
<td></td>
<td>Dial in:</td>
</tr>
<tr>
<td></td>
<td>+1 646 876 9923 US</td>
</tr>
<tr>
<td></td>
<td>+1 408 638 0968 US</td>
</tr>
<tr>
<td></td>
<td>+1 669 900 6833 US</td>
</tr>
<tr>
<td></td>
<td>April 12, 2019 @ 9:30am – 11:30am</td>
</tr>
<tr>
<td></td>
<td>Join Zoom Meeting</td>
</tr>
<tr>
<td></td>
<td><a href="https://ldoe.zoom.us/j/302940214">https://ldoe.zoom.us/j/302940214</a></td>
</tr>
<tr>
<td></td>
<td>Meeting ID: 302 940 214</td>
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<td>Dial in:</td>
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<td></td>
<td>+1 646 876 9923 US</td>
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<td></td>
<td>+1 408 638 0968 US</td>
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<tr>
<td></td>
<td>+1 669 900 6833 US</td>
</tr>
<tr>
<td></td>
<td>April 15, 2019 @ 2:00pm – 4:00pm</td>
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<td></td>
<td>Join Zoom Meeting</td>
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<td></td>
<td><a href="https://ldoe.zoom.us/j/406104110">https://ldoe.zoom.us/j/406104110</a></td>
</tr>
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<td></td>
<td>Meeting ID: 406 104 110</td>
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<td>Dial in:</td>
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<td></td>
<td>+1 646 876 9923 US</td>
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<td>+1 408 638 0968 US</td>
</tr>
<tr>
<td></td>
<td>+1 669 900 6833 US</td>
</tr>
<tr>
<td>Deadline for receipt of written inquiries</td>
<td>April 16, 2019</td>
</tr>
<tr>
<td>Deadline to answer written inquiries</td>
<td>April 23, 2019</td>
</tr>
<tr>
<td>Deadline for receipt of proposals</td>
<td>May 8, 2019</td>
</tr>
<tr>
<td>Application Review Period</td>
<td>May 2019 – July 2019</td>
</tr>
<tr>
<td>DOA Review Period, Notice of Intent to award announcement, and 14-day protest period begins, on or about</td>
<td>July 2019 - August 2019</td>
</tr>
<tr>
<td>Contract execution, on or about</td>
<td>September 1, 2019</td>
</tr>
</tbody>
</table>

**NOTE:** The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.
1.7 Proposal Submittal
Eligible entities who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the section. The proposal must be received by the RFP Coordinator on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Applicants mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be labeled with the name and number of the RFP on the package for identification purposes and delivered at the Proposer's expense to: Karen Evans, RFP Receiving Coordinator, Louisiana Department of Education, Office of Management and Finance, P. O. Box 94064, Baton Rouge, LA 70804-9064 Phone: (225) 342-3828, Email: Karen.Evans@la.gov
For courier delivery, the street address is 1201 North 3rd Street, 5th Floor, Suite 5-242, Baton Rouge, LA 70804-9064, and the telephone number is 225-342-3828. The responsibility solely lies with each proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

If you are hand-delivering your application, please allow at minimum 30 to 60 minutes for building security checks. You will need to present a photo ID to the guard station in the lobby for entrance. If you are mailing your application, please allow adequate time for the application to be received. Applications postmarked before the deadline, but not received will be deemed ineligible and will not be reviewed.

All copies will be retained for incorporation by reference in any contract resulting from this RFP.

Plagiarism is strictly prohibited and may result in disqualification of the application. The application should be developed to meet the unique needs of the applying school and district.

1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications:
Applicants must meet the following qualifications prior to the deadline for receipt of proposals.

Eligibility Qualifications:

1. Local educational agencies (LEA), community-based organizations, faith-based organizations, other public or private entities, or a consortia of such agencies, organizations, or entities shall be eligible to receive funds to provide services to low-income students and their families. Individual public schools shall not submit a proposal. They must apply through an LEA or other eligible entities and will be funded in only one contract. Public charter schools must apply for 21st CCLC funding under their 501©3 non-profit. Public charter schools that operate multiple LEAs will be funded in only one contract. Proposals must be submitted by a lead proposer which, if awarded a contract, will become the prime contractor.

The federal statute requires each proposer to give notice to the community of its intent to submit a proposal, and to provide for public availability and review of the proposal and any waiver request after submission. The school library, a public notice, or the school’s website might provide for this requirement.
The proposer must provide clear and convincing evidence in the proposal that notice was given to the community and proposal was made available for viewing.

1.8.2 Desirable Qualifications:
It is desirable that Applicants should meet the following qualifications prior to the deadline for receipt of proposals.

Provide a wide range of academic, artistic and cultural enrichment opportunities for children, particularly students who attend high poverty and low-performing schools.

1.9 Proposal Response Format
Proposer must submit a proposal in accordance with the checklist outlined in the appendix, which shall include enough information to satisfy evaluators that the Proposer has the appropriate experience, and qualifications to perform the scope of services as described herein. Proposer must respond to all areas requested. Applicants will not be allowed to alter or revise application documents after submission.

Proposals submitted for consideration should follow the format and order listed in the checklist.

1.9.1 Cover Letter
A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer, the program title, name of the applicant(s), LEA/Charter to be served and date.

1.9.2 Table of Contents
The proposal should be organized in the order noted in the required documents outlined in section 1.9 Proposal Response Format.

1.9.3 Executive Summary
This section serves to introduce the scope of the proposal. It shall include administrative information including, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment II. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment II and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

1.9.4 Company Background and Experience
This section should reflect the details and instructions provided in Section 2.5, #3 Evidence of Success.
Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section.

Proposers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer section.

1.9.5 Approach and Methodology
Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas outlined in Part 2: Scope of Work/Services.

The Proposer should:
- Provide Proposer’s understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.

1.9.6 Proposed Staff Qualifications
The Proposer should provide detailed information about the experience and qualifications of the Proposer’s assigned personnel considered key to the success of the project. Additionally, this section should reflect the details and instructions provided in Section 2.5, #6 Organizational Leadership & Management Plan.

1.9.7 Veteran and Hudson Initiative Programs Participation
The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet’s and SE’s respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: https://smallbiz.louisianaeconomicdevelopment.com.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.
During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP’s requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.


A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: [https://smallbiz.louisianaeconomicdevelopment.com](https://smallbiz.louisianaeconomicdevelopment.com)

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: [https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm](https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm).
When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

1.9.8 Project Cost
The 21st CCLC grant is a reimbursable grant; applicants must have the capacity to sustain their operations for a minimum of three months.

DO NOT alter any of the budget forms. Click HERE for the budget forms. These forms will not count toward the 22 page limit.

Wages
The Program Director, Site Coordinator, and all other salaries/wages must be based on and reported using a percentage of time designated for the 21st CCLC program. The Program Director or any other individual serving in an administrative role shall not be an existing superintendent, principal, transportation director, CEO, or CFO whose salary will be reclassified to conduct 21st CCLC program activities. All salaries and wages must be consistent with the policies and procedures of the proposer’s agency.

Non-LEA Applicants Only
All Non-LEA applicants that receive and audit, must also submit copies of their organization’s most recent year’s independently audited financial statements. The financial statements submitted must be solely for the organization, unless a parent entity is also committing to financially back the applying agency in performance of the contract, in which case the financial statements of the parent entity must also be provided.

The submission must also include the audit opinion, the balance sheet, statements of income, most recent Form 990 “Return of Organization Exempt From Income Tax” (if applicable), retained earnings, cash flows, and the notes to the financial statements. Applicants must submit a copy of applicable bank statements (e.g. primary saving and checking accounts) from the most current six months. The Proposer should include all of the above information as a separate attachment in the required RFP application packet. These forms will not count toward the 22 page limit.

Non-LEA applicants must also provide a statement in the narrative as to whether there is any pending litigation against the organization, and if such litigation exists, attach in the required RFP application packet an opinion of counsel as to whether the pending litigation may impair the organization’s performance in a contract under this RFP. Likewise, applicants must provide a statement in the narrative as to whether the organization or any of the organization’s employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any felony, and if so provide an explanation with relevant details.
1.9.9 Certification Statement
The Proposer must sign and submit Attachment I, the Certification Statement.

1.9.10 Outsourcing of Key Internal Controls:
Not applicable to this RFP.

1.10 Number of Copies of Proposals
The following must be submitted to the Louisiana Department of Education:

1. Two (2) fully complete originals signed proposals in blue ink (no staple, binders, etc.) **Label this original as 21st CCLC19-Original.**
2. One (1) electronic copy of the original signed proposal on a USB flash drive. **Label this copy as 21st CCLC19 original electronic copy.**
3. Four (4) anonymized/blind electronic copies on four (4) individual USB flash drives. Anonymized copies must be completely redacted electronically. Failure to do so will deem the application ineligible and it will not be reviewed. Please review these copies before submitting to ensure all identifying information is redacted. **Label anonymized/blind copies as 21st CCLC19 blind copy #1, #2, #3 and #4.** Examples of redacted information are outlined below.
   a. XXXXXXXX has more than 17 years of experience providing after-school academic services to more than 130 schools across the country.
   b. ____________ has more than 17 years of experience providing after-school academic services to more than 130 schools across the country.

**Board Resolution:** The two (2) original proposals must contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. **ALL entities applying must provide a copy of a board resolution granting signature authority.** The document must have been signed within the 2019 calendar year. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

1.11 Legibility/Clarity
Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.12 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State’s operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such
confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Education.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.13 Proposal Clarifications Prior to Submittal

1.13.1 Mandatory Pre-proposal Conference

Mandatory pre-proposal conferences will be held at the times and locations noted on the Schedule of Events, Section 1.6. All proposers interested in submitting a RFP in response to the 21st Century Community Learning Centers RFP are required to participate/call in to one (1) of the three (3) scheduled Zoom meetings. Any proposer who does not participate/call in to a minimum of one (1) of the Mandatory Pre-Proposal Zoom Meetings will be rejected. During each pre-proposal conference, a roll call of participants will be taken 20 minutes after its start time. The purpose of the conferences shall be for Applicants to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Potential Applicants should submit all questions in writing even if an answer has already been given to an oral question. After the conference, written questions will be researched and an official response will be posted at https://wwwcfprd.doa.louisiana.gov/osp/ispac/pubMain.cfm.

Any prime proposer intending to submit a proposal must have at least one duly authorized representative call in or participate in one of the mandatory pre-proposal conferences. Proposals will be accepted from a prime contractor only. The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal.
1.13.2 Proposer Inquiries

**Inquiries:** Written inquiries must be received by April 16, 2019 no later than 2:00 pm CST as specified in the Schedule of Events.

**Responses:** Official responses to all questions submitted by potential applicants will be posted by April 23, 2019.

**Inquiries:** Must be received by e-mail at: RFP_LDE@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Applicants. Written inquiries must be received by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Applicants will be posted by the date specified in the Schedule of Events at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm.

Only the RFP Receiving Coordinator has the authority to officially respond to a Proposer’s questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State’s online electronic bid posting and notification system resident on the Office of State Procurement website http://www.doa.la.gov/Pages/osp/Index.aspx. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Applicants that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Applicants must register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

Help scripts are available on OSP website under vendor center at: http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx.

1.13.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Applicants, bidders, vendors and/or their representatives
during the blackout period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:
- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Applicants;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

1.14 Error and Omissions in Proposal
The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.15 Changes, Addenda, Withdrawals
The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm.

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

1.16 Withdrawal of Proposal
A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

1.17 Waiver of Administrative Informalities
The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.
1.18 Proposal Rejection/RFP Cancellation
Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State’s best interest.

1.19 Ownership of Proposal
All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

1.20 Cost of Offer Preparation
The State shall not be liable for any costs incurred by applicants prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

1.21 Taxes
Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor’s tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.22 Determination of Responsibility
Determination of the proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected proposer:
- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
• Is otherwise qualified and eligible to receive an award under applicable laws and regulations. Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.23 Use of Subcontractors
The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, applicants may enter into subcontractor arrangements of no more than 35% of the total cost of the contract, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

1.24 Written or Oral Discussions/Presentations
The State, at its sole discretion, may require all applicants reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency’s program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

1.25 Acceptance of Proposal Content
All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

1.26 Evaluation and Selection
The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.27 Best and Final Offers (BAFO)
The State reserves the right to conduct a BAFO with one or more Applicants identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Applicants selected will receive written notification of their selection, a list of specific items to address in the BAFO,
and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

**The written invitation to participate in BAFO will not obligate the state to a commitment to enter into a contract.**

### 1.28 Contract Award and Execution

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment II. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds fourteen (14) business days, or if the selected Proposer fails to sign the final contract within seven (7) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### 1.29 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s).

The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

The State intends to make multiple awards.
1.30 Right to Prohibit Award
In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.31 Insurance Requirements for Contractors
Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A-: VI. This rating requirement shall be waived for Worker’s Compensation coverage only.

1.31.1 Contractor’s Insurance
The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

1.31.2 Minimum Scope and Limits of Insurance
1.31.2.1 Workers Compensation
Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor’s headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best’s insurance company rating requirement may be waived for work's compensation coverage only.

1.31.2.2 Commercial General Liability
Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

1.31.2.3 Professional Liability (Errors and Omissions)
Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall
provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.31.2.4 Automobile Liability
Automobile Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

1.31.2.5 Cyber Liability
Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State’s confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.31.3 Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

1.31.4 Other Insurance Provisions
The policies are to contain, or be endorsed to contain, the following provisions:

1.31.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages
The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor’s insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor’s insurance.

1.31.4.2 Workers Compensation and Employers Liability Coverage
To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.
1.31.4.3 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor’s policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.31.5 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.31.6 Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
Louisiana Department of Education, Its Officers, Agents, Employees and Volunteers
1201 North 3rd Street, Baton Rouge, LA 70804
21st Century Community Learning Centers

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to
purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

1.31.7 Subcontractors
Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor’s Certificates at any time.

1.31.8 Workers Compensation Indemnity
In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

1.32 Indemnification and Limitation of Liability
Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys’ fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor’s sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of $100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.33 Payment
Payment terms shall be negotiated with the successful Proposer.

1.33.1 Electronic Vendor Payment Solutions
The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State’s bank to the payee’s bank. Please see Attachment III for additional information regarding electronic payment methods and registration.

1.34 Termination
1.34.1 Termination of the Contract for Cause
State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice
specifying the Contractor’s failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency’s failure and a reasonable opportunity for the State to cure the defect.

1.34.2 Termination of the Contract for Convenience
The State may terminate the Contract at any time without penalty by giving thirty (30) calendar days’ written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.34.3 Termination for Non-Appropriation of Funds
The continuation of this contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.35 Assignment
No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.36 Right to Audit
The State legislative auditor, federal auditors and internal auditors of the Department of Education, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
1.37 Civil Rights Compliance
The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

1.38 Record Ownership
All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor’s expense, at termination or expiration of the contract.

1.39 Entire Agreement/Order of Precedence
This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State’s RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor’s proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor’s proposal.

1.40 Contract Modifications
No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.41 Substitution of Personnel
The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.
1.42 Governing Law
This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.43 Claims or Controversies
Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.44 Code of Ethics
Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

1.45 Corporate Requirements
If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana’s Secretary of State. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana’s Secretary of State.

1.46 Prohibition of Discriminatory Boycotts of Israel
In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

Eligible Applicants
Any public or private organization that meets the eligibility requirements can apply for 21st CCLC funding. This includes local educational agencies (LEA), community-based organizations, Indian tribe or tribal organization, another public or private entity, or a consortium of 2 or more such agencies, organizations, or entities shall be eligible to receive funds to provide services to low-income students and their families.

All programs must be implemented through a partnership that includes at least one (1) local educational agency receiving funds under Part A of Title I and at least one (1) nonprofit agency, city or county government agency, faith-based organization, institution of higher education, Indian tribe or tribal organization, or for-profit corporation with a demonstrated record of success in designing and implementing before school, after school, summer learning, or expanded learning time activities.

All applicants must target students who primarily attend schools eligible for Title I school wide programs under section 1114 of ESSA and the families of such students. To be eligible for this grant, at least 70 percent of the students an applicant is proposing to serve must:

1. attend schools implementing comprehensive supports and improvement activities or targeted support and improvement activities under section 1111 (d) of ESSA or other schools determined by the local educational agency to be in need of intervention and support to improve student academic achievement and other outcomes; and
2. be students who may be at risk for academic failure, dropping out of school, involvement in criminal or delinquent activities, or who lack strong positive role models.

Applicants should refer to the list of Louisiana CIR or UIR schools that meet eligibility requirements.

External Organizations
As per the Every Student Succeeds Act (ESSA) of 2015, which reauthorizes the elementary and Secondary Education Act of 1965 (ESEA), “The term ‘external organization’ means:

(A) a nonprofit organization with a record of success in running or working with before and after school (or summer recess) programs and activities; or

(B) in the case of a community where there is no such organization, a nonprofit organization in the community that enters into a written agreement or partnership with an organization described in subparagraph (A) to receive mentoring and guidance in running or working with before and after school (or summer recess) programs and activities.”

The Louisiana Department of Education (LDE) implemented a statewide opportunity for nonprofit organizations in Louisiana to submit an external organization profile application. The pre-screened list can be found at here. The next opportunity to submit a profile will occur during the summer of 2020.
**Funding Methodology**

The total funding to be released for this RFP is approximately $17 million, contingent on Louisiana’s Federal Award for quality applications to operate a 21st CCLC program within the State of Louisiana.

The number of awards and the award amount will be based on the final U.S. Department of Education (USED) award notification and the number of quality proposals approved.

**Annual Funding Limits**

Applicants may request funds ranging from a minimum of $50,000 to a maximum $800,000 annually.

Requests for funding should be based upon a maximum per pupil cost of $1500, which includes administrative and transportation costs.

- The minimum number of students to be served based upon a minimum of $50,000 is 33 students
- The maximum number of students to be served based upon a maximum of $800,000 is 533 students.
- The amount of funding requested must be reasonable and based upon the proposed number of students to be served.

The following formula will be used to calculate the funding amount:

\[ \text{Total Requested Award Amount} = 1500 \times \# \text{ of students served} \]

Example: \[1500 \times 400 \text{ students} = 600,000\]

Regardless of the size of the grant, proposed costs must be REASONABLE AND NECESSARY to carry out the program’s purposes and objectives.

**Required Staffing**

To fully support the program and align with best practices, grantees must budget salary for three (3) required staff positions.

1. **Full Time Project Director** – one (1) dedicated full-time project director qualified to manage day-to-day and overall operations; ensure compliance with all grant requirements; and lead the program through a process of continuous improvement. The project director will develop a staff hierarchy that shows all levels of supervision, ensures staff is trained, maintains productive working relationships with the state office, contractors, partners, vendors and the independent evaluator.

2. **Education Liaison** - (hours not to exceed thirty (30) per week) - one dedicated person qualified to manage all of the academic components of the program. This education liaison will be instrumental in facilitating the linkage between the school day staff and principal and the after school staff. The education liaison will also oversee the academic component of the programming, ensure that the appropriate curriculum is being utilized and that it meets the needs of the students.

3. **Site Coordinators** – (hours not to exceed one (1) hour prior to programming and one (1) hour after programming) - one (1) dedicated person for each site qualified to manage the design and
implementation of all site-level activities. Site coordinators oversee student recruitment, coordinate and collaborate with school day staff, monitor site-level activities, ensure compliance with federal and state laws and regulations, and oversee the collection, coordination, and entry of data.

The project director, education liaison and site coordinators positions can only be filled by one person per position. Lead teachers or administrators acting in other capacities during the school day cannot satisfy the requirement of these positions. Exceptions: For grants that only operate one (1) site, one person may be responsible for both the project director and site coordinator responsibilities.

**Types of Proposals for Submission**

This funding opportunity provides eligible applicants the opportunity to apply for 21st CCLC funding in one of two categories:

**Traditional:** Program activities held during non-school hours and periods when school is not in session (e.g., before school, after school, and during summer breaks). Summer programming is required for all funded 21st CCLC centers. For more information regarding traditional 21st CCLC programming, please refer to section B-1 of the 21st CCLC Non-Regulatory Guidance.

**ELT:** Programs held during the regular school day when schools have extended the day, week, or year in which school is in session and program activities held outside of the academic calendar year and separately from any regularly scheduled summer school session. Summer programming is required for all funded 21st CCLC centers.

**Types of Applicants**

**New Applicants** – A new applicant is defined as any group, agency, or organization that has never had a 21st CCLC program funded in Louisiana.

**Veteran Applicants** – 21st CCLC grantees that have previously received grant funds and need support to sustain the organization’s afterschool program past the original grant award.

2.2 **Task and Services**

**Curriculum**

Selecting and implementing a high-quality curriculum in the classroom has the biggest impact on the quality of student learning. To do so requires the curriculum to be connected to the standards-aligned assessments students take and the training teachers receive. When these three (3) pieces—curriculum, assessments, and professional development—work together, students are more likely to reach the expectations of the academic standards.

The Department assists local school systems in selecting high-quality curriculum and aligning that curriculum with assessments and professional development by:

- Reviewing curriculum for quality and supporting districts in accessing the best materials: Instructional Materials Review process
• Providing ongoing training and instructional resources around high-quality curricula:
  o Professional Development Vendor Guide
  o Instructional Resources by Grade
  o Instructional Resource by Content

In an effort to align the 21st CCLC academic component to the State’s curriculum initiative, if using 21st CCLC funding to purchase curriculum and instructional materials, grantees will be required to purchase and utilize Tier 1 curriculum and instructional materials. Instructional materials are one (1) of the most important tools educators use in the classroom to enhance student learning. It is critical that they fully align to state standards—what students are expected to learn and be able to do at the end of each grade level or course—and are high quality if they are to provide meaningful instructional support. The instruction materials reviews will provide you with access to tiered reviews and contract pricing for Tier 1 curriculum and instructional materials.

**Required Minimum Hours of Programming:**
For each year of the (3) three-year grant period, all grantees must provide services during the regular school year and the summer. Programming should begin within two - three (2-3) weeks of the contract start date of September 1, 2019. While additional hours of program can be offered, grantees are required to adhere to the following:

**Traditional 21st CCLC:**
Projects serving elementary and middle school students must operate for a minimum of (thirty) 30 weeks, eight to ten (8-10) hours per week, with a total of 240-300 hours per site.

Projects serving high school students must operate for a minimum of (thirty) 30 weeks, six to eight (6-8) hours per week, with a total of 180 – 240 hours per site.

Required Summer Programming – Projects must operate for a minimum of three to four (3-4) weeks, four (4) hours per day, with a total of 60 – 80 hours per site.

**Expanded Learning Time (ELT):**
ELT is the time that a LEA or school extends its normal school day, week, or year to provide additional instruction or educational programs for all students beyond the State-mandated requirements for the minimum hours in a school day, days in a school week, or days or weeks in a school year.

An applicant may choose to submit an ELT proposal, thus applying to use 21st CCLC funds to conduct activities during the school day in a school that previously expanded its school day, week, or year. However, the ELT applicant must submit a plan with the 21st CCLC grant application addressing the Required Components of a Comprehensive ELT Plan provided below.
Applicants seeking 21st CCLC funds for ELT programs must provide ALL students at the school with at least 300 additional program hours before, during, or after the traditional school day programming, in accordance with the submitted Comprehensive ELT Plan, and including a 21st CCLC Summer Program.

- ELT School Year required hours – 180 hours (August – May)
- ELT Summer required hours – 120 hours (May – July)

**Comprehensive ELT Plan Requirements**

ELT is the time that a LEA or school extends its normal school day, week, or year to provide additional instruction or educational programs for all students beyond the State-mandated requirements for the minimum hours in a school day, days in a school week, or days or weeks in a school year. An applicant may apply to use 21st CCLC funds to conduct activities during the school day in a school that previously expanded its school day, week, or year. However, the ELT applicant must submit a plan with the 21st CCLC grant application addressing the Required Components of a Comprehensive ELT Plan listed below.

**Required Components of a Comprehensive ELT Plan:**

1. Explain how the 21st CLCC programs and activities are included as part of an expanded learning program that provides ALL students in the school at least 300 additional program hours before, during, or after the traditional school day. (Provide a calendar that shows a clear distinction between regular school hours and the additional 300 hours).

2. Describe in detail the specific programming and provide a copy of the recommended school schedule.

3. Explain how 21st CLCC ELT programs and activities supplement but do not supplant regular school day requirements and how the activities are allowable under the 21st CCLC program and do not violate the prohibition against supplanting other federal, state, local, or non-federal funds.

4. Describe how professional development will be used to increase capacity for teachers.

5. Confirm how 21st CCLC ELT programs and activities are carried out by entities that meet the eligibility requirements listed in this RFP.

6. Provide detailed budget for expenses to be used during nontraditional 21st CCLC hours of operation.

An LEA might partner with a non-school entity, such as a Community-Based Organization (CBO) or Faith-Based Organization (FBO), to apply for a 21st CCLC subgrant to support ELT. Alternatively, a non-LEA eligible entity might apply for a 21st CCLC subgrant after partnering with an LEA to provide academic or enrichment activities in schools during an expanded school day. The following list offers examples of strategies that have demonstrated success for developing and strengthening such partnerships:

- LEAs involve community partners early in the planning to analyze data and share ideas on ways to achieve student success.
- All partners are part of a management team responsible for maintaining ongoing communication, identifying and agreeing to clear expectations and roles assigned to each partner, and supporting the policies and procedures of the schools in which ELT is taking place.
- Subgrantee partners coordinate and, when appropriate, establish agreements with other organizations that are working with the same schools and students.
• All partners commit to identifying adequate funding and in-kind resources to sustain support for ELT.
• All partners jointly establish program direction and priorities, including planning, budgeting, training, and aligning program staff, communicating across the partnership, and continuously improving program services.
• All partners coordinate to promote school and community safety, reinforce health and wellness programming, and provide necessary student supports.
• All partners share information, data, performance measures, and evaluation strategies that guide project management, resource allocation, and service delivery while maintaining data privacy requirements.
• All partners develop a plan that addresses the interactions with families to strengthen positive family engagement that reinforces learning in multiple settings.

Sub-grantees, including LEAs, Community-Based Organizations (CBOs) and other eligible entities, must meet all 21st CCLC requirements when using program funds to support ELT. For additional information, please see the 21st CCLC Frequently Asked Questions (FAQ).

21st CCLC Location
21st Century Community Centers shall be located in elementary or secondary schools or other similarly accessible facilities. In Louisiana, it is strongly recommended that the sub-grantee establish a center at the local elementary or secondary school to be served. An LEA may provide access to school facilities. However, grantees’ programs that do not operate at a school site must still partner with the LEA and may be subject to a licensure requirement by the Louisiana Department of Education as a licensed child care facility.

All 21st Century Community Learning Centers must have a designated program office space with posted hours, locations, and a master activity schedules. The center does not have to be located in an elementary or secondary school, but if an alternative facility is selected, it must be as available and accessible to participants as the students’ local school, with resources such as computer labs, libraries, eating facilities, and recreational areas.

The program must have appropriate equipment, security, resources, and a clear strategy for the safe transport of students to and from the center and home. The center must meet all OSHA, ADA, and other relevant federal and state facility requirements. In Louisiana, background checks shall be required for all staff working with students. All potential 21st CCLC grantees must be prepared to host site visits for LDE staff to determine if facilities are conducive to providing safe/effective after-school program services. Applicants should design the operating schedules of their programs to meet the needs of the targeted students and their adult family members. To best serve the children of working families, centers should establish consistent and dependable hours of operation.

In determining the program hours, afterschool programs should consider the time needed for students to transition from the regular school day to the afterschool program, including transportation time if the program is not on the school site. This transition time is not to be included in the program hours.
**Nutritional Snacks**

Programs must make provisions for children to have nutritional snacks. Cash reimbursement from the U.S. Department of Agriculture (USDA) at the free rate is available for after-school programs located in areas where at least 50 percent of the school children qualify for free and reduced price meals. After-school programs in other areas may be reimbursed at the free, reduced price or paid rate depending on each individual child’s eligibility. Where possible, programs may partner with local sponsors of Child Care Nutrition Programs approved by the LDE. Information regarding the Child Care Nutrition Program can be found at [www.louisianabelieves.com](http://www.louisianabelieves.com). After-school programs are strongly encouraged to include nutrition education as part of their instructional program.

**Advisory Focus Group**

To ensure broad-based community, school, and student involvement and support, all 21st CCLC grantees are encouraged to establish a local 21st CCLC Advisory Focus Group composed of students, teachers, parents, community agencies and the private sector. Three (3) meetings per year are recommended, but not required, with minutes taken and attendance recorded. The optimum size is ten to fifteen (10-15) members including at least two (2) parents and two (2) students. Please refer to section 200.422 of the Uniform Guidance. Grantees convening an Advisory Focus Group should retain documentation of meeting minutes and attendance lists and submit those documents with their continuation report. These report forms will be sent to applicants selected for 21st CCLC funding in this Cohort 10 grant round. No grant funds can be used to convene these meetings.

**Federal and State Web-Based Reporting**

Grantees must report program data annually to the United States Department of Education 21APR system. Guidance regarding data submission and deadlines will be provided after award. Applicants selected for funding agree to provide program data, as requested, for state evaluation purposes, at the discretion of LDE.

Grantees must also utilize the state’s web-based tracking system, which documents all activities funded under the program. Grantees must annually participate in all state-sponsored training to utilize the system before the implementation of any contract activities.

Programs must properly document attendance through daily sign-in and sign-out procedures and data entry in the state-approved web-based reporting systems. Attendance will be reviewed monthly. If programs are not meeting attendance projections, the contract is subject to reduction. Accurate data entry in all after-school programs is especially important. Erroneous or missing information will distort program outcomes and thus undermine the quality of the after-school program.

Programs must ensure:

- Students and staff sign their names and time-in/ time-out correctly,
- Teachers DO NOT sign students in and out daily,
- Teachers DO NOT count students not in attendance at the program,
- Parents sign students out if the student is checked out before the end of the program,
- Data coordinators enter valid entries in the state-approved databases,
- Providers must record/enter attendance for a date in which the program did operate,
• Providers must enter all student demographic data,
• Project Directors check that the recorded dates of attendance were indeed dates on which the program operated.

**National and State Conferences**

**Veteran** grantees are strongly encouraged to send two (2) program representatives to each of the following during each program year of the grant:

1. The United States Department of Education-sponsored Summer Institute when offered during the contract period of the grant.
2. Any LDOE sponsored meetings.
3. The Beyond School Hours Conference

**New** grantees must send two (2) program representatives to each of the following during the first program year of the grant:

1. The United States Department of Education-sponsored Summer Institute when offered during the contract period of the grant.
2. Any LDOE sponsored meetings.
3. The Beyond School Hours Conference

Grantees seeking to present at national conferences must notify in advance the 21st CCLC program contact and provide a copy of the planned presentation and any handouts or items to be used. Grantees seeking to attend national conferences beyond those listed above are required to submit a justification and seek prior LDOE written approval at least sixty (60) days in advance for additional conferences they wish to attend.

**Compliance with Section 504 and ADA**
Grantees must comply with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA) to ensure their proposed community learning center program is accessible to persons with disabilities.

### 2.3 Deliverables

Each eligible organization that receives an award shall use the funds to carry out a broad array of additional services, programs, and activities, such as:

- Academic enrichment, including providing tutorial services to help students, particularly students who attend low-performing schools;
- Youth development activities;
- Service learning;
- Nutrition and health education;
- Drug and violence prevention programs;
- Counseling programs;
- Arts and music education activities;
- Physical fitness and wellness programs;
• Technology education programs;
• Financial literacy programs;
• Environmental literacy program;
• Mathematics and science education activities;
• Career and technical programs;
• Internship or apprenticeship programs;
• Offer families of students served by the community learning center opportunities for active and meaningful engagement in their children’s education, including opportunities for literacy and related education development.

21st CCLC Performance Measures
All Louisiana 21st CCLC programs are expected to meet or exceed at least the first two (2) participant performance measures listed below. The performance indicators should be worded to reflect your targeted population and the services that will be provided. Program monitoring, end-of-year reporting and future funding will focus on improving performance from year-to-year on these measures:

1. Students regularly participating in the program will meet or exceed state and local academic achievement standards in reading and math. (Required)
2. Students regularly participating in the program will show improvement in the performance measures of school attendance, classroom performance and/or reduced disciplinary referrals. (Required)
3. Participants in 21st CCLC programs will demonstrate additional positive educational, social and behavioral changes.

The process used to measure performance on the above areas must be rigorous, targeting specific indicators, benchmarks and utilizing valid and reliable instruments to evaluate outcomes. In addition to addressing at least the first two performance measures above, applicants must select additional performance indicators.

Grantees are permitted to examine or compare student outcomes in a variety of ways. Methods and tools for measuring indicators (outcomes) may include:

1. comparisons of an individual students’ academic records;
2. attendance and behavior before and after program participation; and
3. comparisons of program participants’ achievement and behavior with that of comparison groups.

Applicants should note that while it may be helpful and reasonable to compare participating students to non-participating students, control groups and comparison groups are not required. Generally, grantees and their local evaluators should not be conducting research (experimental design) using 21st CCLC resources. Grantees may supplement required data elements with student and teacher surveys and other relevant instruments.
The critical end result is that applicants are expected to demonstrate how students’ academic performance will be improved as a result of the high-quality academic enrichment opportunities that will be provided.

To meet performance reporting requirements and also comply with federal confidentiality regulations, all non-school 21st CCLC grantees (or LEAs serving students through 21st CCLC who are enrolled in other LEAs) must develop and utilize a written release form to secure parental permission to gain performance reporting data from their children’s school records. That release should include specific language indicating exactly to which records parents are granting access. Refer to the Parent Consent Sample Form located in the Appendix.

The grantee is responsible for ensuring that student data are collected and used in accordance with the Family Educational Rights and Privacy Act.

2.4 Technical Requirements

Grantees must provide services that meet the federal Principles of Effectiveness; are expected to improve student achievement; are combined or coordinated with other federal, state, and local programs for the most effective use of public resources; and respond to identified community needs.

Funding shall not supplant activities funded through the Minimum Foundation Program (MFP). Religious activities of any kind shall not be allowed. Applicants shall provide comprehensive youth activities based upon community needs and resources. Volunteer services must be identified in the budget as in-kind and must not be charged to the state by the grantee. Programs will provide inclusive and supervised services based upon:

1. an assessment of objective data regarding the need for after-school programs and activities in the schools and communities.
2. an established set of performance measures aimed at ensuring the availability of high quality academic enrichment opportunities.

FISCAL MANAGER/BOOKKEEPER (Complete Form F)  
LEAs Do Not Need to Include this Form

Grantees must hire an individual to serve as a fiscal manager/bookkeeper to ensure accurate record keeping and appropriate supporting documentation. The LDOE has developed and requires minimum qualifications for LEA fiscal personnel. NON-LEA contractors other than a school system, must also meet the same criteria. The fiscal manager/bookkeeper must meet one (1) of the minimum qualifications below:
MINIMUM QUALIFICATIONS (Must meet one (1) of the following)

1. A baccalaureate degree with a minimum of 24 hours of business-related courses, such as accounting, finance, or management.
2. A Certified Public Accountant licensed in Louisiana.
3. A Master’s degree in Public or Business Administration.

See page 94 of the LAUGH Guide for those qualifications that the Department of Education requires.

Grantees may use a third party vendor of their choice, such as Paychex, to issue payroll and ensure appropriate documentation of payroll expenditures.

All Louisiana 21st Century Community Learning Centers Program grantees will be required to adhere to all state and federal requirements. Grantees will be evaluated annually.

Federal Requirements
The following regulations shall be applicable to Louisiana’s 21st Century Community Learning Centers Program: The Federal Education Department’s General Administrative Regulations (EDGAR) 3rd Edition in The Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The EDGAR regulations can be found on the U.S. Department of Education’s web site: http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.htm

Allowable Expenses
Project funds must be used for activities that directly support the accomplishment of the project purpose, priorities, and expected outcomes. All expenditures must be consistent with applicable state and federal laws, regulations, and guidance.

- Salaries: for 21st CCLC Project Director, Education Liaison, and Site Coordinators (reasonable and in line with industry standard) tutors and paraprofessionals;
- Contractors (ex. enrichment contractors, fiscal manager, audit, etc.);
- Independent evaluator (exempt from admin cap);
- Criminal Background Checks (for all staff working directly with students);
- Supplies and materials required for the 21st CCLC program; (academic curriculum must be approved by LDOE prior to purchase)
- Computer hardware and software required for the 21st CCLC program (upon LDOE approval);
- Travel to LDOE approved/required 21st CCLC trainings, conferences, and workshops;
- Transporting students home following 21st CCLC activities;
- Rent – Prorated (upon LDOE approval);
- Utilities – Prorated and (upon LDOE approval);
- Parent Involvement Activities (including meeting supplies cost of guest speakers, etc.);
- Educational field trips: must have the ability to improve students’ grades, state testing and or bring awareness to college and careers. Lesson plans, sample student surveys, and sample student essays are required (upon LDOE approval via a field trip request form);
- Advertisement: Only for the recruitment of personnel required for the performance of a Federal award and the procurement of goods and services for the performance of a Federal award;
• Game systems and game cartridges – May be allowable upon prior written approval of LDOE.

Examples of Allowable Activities

Each grantee that receives an award shall use the funds to carry out a broad array additional services, programs, and activities, such as:

• Academic enrichment, including providing tutorial services to help students, particularly students who attend low-performing schools;
• Youth development activities;
• Service learning;
• Nutrition and health education;
• Drug and violence prevention programs;
• Counseling programs;
• Arts and music education activities;
• Physical fitness and wellness programs;
• Technology education programs;
• Financial literacy programs;
• Environmental literacy program;
• Mathematics and science education activities;
• Internship or apprenticeship programs;
• Offer families of students served by the community learning center opportunities for active and meaningful engagement in their children’s education, including opportunities for literacy and related education development.

Other Use of Funds

A grantee receiving a 21st Century Community Learning Centers award and contract will be held accountable for expenditures described within the Budget Summary and Budget Detail forms submitted to the LA Department of Education. Project funds may not be used to supplant existing programs and/or funding. The supplanting provision does not prohibit federal funds from being used to continue programs where a previous federal grant has ended and other federal, state or local funds would not have been available. Applicants cannot duplicate services and/or target populations.

As a general rule, program funds may be used only to cover costs that: (1) comply with the approved grant application and budget; and (2) are reasonable and necessary for the proper and efficient performance and administration of the grant. A cost is reasonable if, in its nature, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost is made. (See Uniform Guidance Subpart E-Cost Principles. Allowable Costs.)

The budget must clearly reflect the program design (e.g., it is not sufficient to list transportation in the budget if it is not described in the program design section of the narrative).
Grantees must budget for equipment and technology expenses in the first (2) two years of the grant. For the third and final year of the grant equipment and supply expenses must be prorated based on the percentage of use.

A maximum of one percent (1%) of each 21st CCLC budget must be spent on parenting skills programs that promote parental involvement and family literacy and family engagement activities, including family engagement, parent leadership, family literacy, and parent education programs such as GED courses, English as a Second Language (ESL) courses, computer technology courses and other courses depending upon the participating parents and their needs in the community.

All individuals paid by 21st CCLC funds must provide direct service to the 21st CCLC program when paid by 21st CCLC funds, regardless of administrative designation. Please note that applicants are not permitted to divest more than twenty percent (20%) of the total grant award to any single entity, including but not limited to partners, collaborators or sub-grantees. At a minimum, applicants must maintain direct control of fifty percent (51%) of the total grant award or more during the entire grant cycle. Additionally, applicants are not allowed to divest oversight of the program administration or implementation to another agency, this includes, but is not limited to, existing 21st CCLC programs and other agencies in a sub-grant process. These funds may not be used as a pass-through to another agency to operate a 21st CCLC program.

Fiscal Audit and Evaluation Costs - Grantees shall not exceed the sum total $15,000 annually for program evaluation, and audits ($5,000 program evaluation and $10,000 audit). If the grantee receives $750,000 or more per fiscal year in federal awards, a fiscal audit shall be required. These expenses must be approved by LDOE Staff and will not be noted as administrative cost in this grant.

Indirect Costs/Administrative Costs - Indirect costs shall be the expenses incurred by a school system, community-based organization or other entity in administering or providing program services. Indirect or administrative costs for school systems shall be at the fixed federal rate; indirect costs for private, non-profit organizations shall be no more than ten percent (10%). When calculating indirect costs, private, non-profit organizations shall not include administrative costs as both line items and an indirect cost line item. The combination of IDC and administrative cost cannot exceed twenty percent (20%). Costs of administration can include both direct charges of the program (salary costs for preparing program plans, budgets, and monitoring, travel costs for program activities; rental or purchase of program-specific office equipment or supplies; rental and maintenance of program office space) and indirect charges for general administration of the program (personnel, payroll, accounting, procurement, data processing). Any cost, direct or indirect, that supports the management of the program shall be considered administrative in nature.

Examples of Unallowable Expenditures
The grantee must not use funds for the following:

- Applicants should exercise caution in selecting subcontractors to implement program components referenced in 2 CFR Part 180, and must require non-federal entities to comply with these provisions. These provisions restrict federal awards, sub-awards and contracts with certain
parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Section 80.35 of EDGAR. It is recommended that grantees not make awards or contract with any party which is debarred, suspended, or excluded from or ineligible for participation in federal programs under Executive Order 12549, “Debarment and Suspension.”

- Services provided by external organizations must be reasonable and necessary for the operation of the grant. Organizations without an approved restricted indirect cost rate cannot exceed eight percent (8%) of the award amount on items typically covered by the restricted indirect cost rate. Applicants selected for funding must inform their subcontractors that they cannot take a flat percentage of the grant award amount.
- No part time teachers or staff may exceed 29 hours per week. Prior written approval is needed from LDOE for any staff exceeds 29 hours per week.
- Uniforms are unallowable expenses unless the program provides a fifty percent (50%) match with other funds. 21st CCLC funds will only be utilized once the fifty percent (50%) match is met and documentation of the match has been provided to LDOE.
- Preparation of the proposal: costs to develop prepare and/or write the 21st CCLC proposal cannot be charged to the grant directly or indirectly by either the agency or subcontractor.
- Pre-award costs may not be charged against the grant. Funds can be used only for activities conducted and costs incurred after the start date of the grant.
- Please note that 21st CCLC funds cannot be used to pay for school-related and school wide athletics, or organized competitive sports activities, league fees and all associated costs, salaries or district dues and are strictly prohibited and considered supplanting. Competitive [interscholastic] sports costs are costs that would have been covered previously through other means, and therefore prohibited under the 21st CCLC program’s supplement-not-supplant statutory requirement.
- Entertainment, refreshments, snacks: A field trip without the required academic support will be considered entertainment and not allowable. No overnight or out-of-state field trips are permitted.
- Uniform Guidance § 200.421 “Advertising and public relations-(a) the term advertising costs means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals, and the like.” Applicants should review the Uniform Guidance for all points regarding advertising and public relations expenses.
- No construction can be completed with funds received from the 21st CCLC program, including capital improvements or permanent renovations. Grant funds cannot be used to purchase facilities, support new construction, renovate existing space or acquire land.
- Programs currently receiving subsidy from the Child Care Assistance Program (CCAP), which helps low-income families to pay their child care fees cannot receive both CCAP subsidy and 21st CCLC funds as this would be supplanting.
- 21st CCLC funds cannot be used to supplant other funds and 21st CCLC staff (when paid with 21st CCLC funds) cannot serve in multiple afterschool programming capacities or receive multiple salaries.
- Alcoholic beverages.
- Bad debts.
- Contingency provisions/reserves (except for those related to fringe benefits and determined using acceptable actuarial methods).
- Defense of civil or criminal fraud charges.
- Fund-raising to obtain capital or obtain contributions.
- One 21st CCLC grantee or a consortium partner serving as another 21st CCLC grantee’s local evaluator could be a potential conflict of interest and is strictly prohibited.
- Supplanting federal, state, or local funds (e.g., using grant dollars to fund summer school classes previously offered and paid for by district or other funds).
- Direct charges for items/services that the indirect cost rate covers.
- Mechanized or motorized vehicles of any kind
- Purchase of furniture for the program or administrative staff (desk sets, computer lab furniture, tables, chairs etc.)
- Dues to organizations, federations or societies and personal benefits.
- Incentives for students or parents (e.g., plaques, trophies, stickers, t-shirts, give-a-ways).
- Advertisements, Promotional or Marketing Items (flags, banners, radio advertisements, event planning).
- Dining out for business meetings or lunches.
- Supplanting Federal, state, or local funds (e.g., using grant dollars to fund summer school classes previously offered and paid for by district or other funds).
- Applicants selected for funding are required to review the changes to the Uniform Guidance to familiarize them with what is not allowable under the new streamlined and consolidated eight existing OMB Circulars and be aware that all regulations contained within the document apply.

This is NOT an all-inclusive list of non-allowable expenses. Reference EDGAR or the Uniform Guidance for additional information on allowable costs for federal programs at [http://www.ed.gov/policy/fund/reg/edgarReg/edgar.html](http://www.ed.gov/policy/fund/reg/edgarReg/edgar.html) or the Office of Management and Budget (OMB).

**Food and Nutrition**

Please be advised that, as per United States Department of Education 21st CCLC program grantees are to use alternative funding sources to cover all food, beverage, and snack costs.

Grant funds are to be used to provide academic enrichment and parental involvement activities. No grant funds can be used to purchase or serve food and/or beverages to students.

**Meal/snack requirements are as follows:**
- Before-school (daily, nutritious breakfast)
- After-school (daily, nutritious snack)
- Non-school days (daily nutritious breakfast, lunch and/or snack, dependent on hours of operation)

Funding for snacks/meals cannot be drawn from 21st CCLC funds and must come from other resources. Students shall not be charged for costs associated with supplemental snacks/meals. Other Federal programs can also complement local 21st CCLC programs. 21st CCLC programs are eligible to receive funds...
through the U.S. Department of Agriculture (USDA) Food and Nutrition Service for “After-school Snacks”, as well as from other community and local organizations. Local communities can also participate in USDA’s Summer Food Service program. In addition to the USDA food and nutrition program, Contractors are eligible to utilize the Louisiana Food Bank Association’s (http://www.lafba.org) website, which may assist Contractors to provide nutritious meals to its program participants. Any costs not allowable for Federal programs per EDGAR 3rd edition, which may be accessed at http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html.

Food purchases for cooking-related classes must be well documented, approved in advance and in writing by LDOE, but reasonable food purchases for cooking related classes is permitted and will be approved with additional justification(lesson plans) and a request submitted to the program office on agency letterhead.

Upon approval by the LDOE, Grantees will be required to submit electronic budgets through the Electronic Grants Management System (eGMS). All budgets must be made in accordance with the use of funds for the 21st CCLC program and must meet the requirements in EDGAR 3rd edition.

**Fees for Service**

The intent of the 21st CCLC program is to support the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children, particularly students who attend high-poverty and low performing Title I schools. The program helps students meet state and local student standards in core academic subjects, such as reading, math and science; offers students a broad array of enrichment activities that can complement their regular academic programs; and offers literacy and other educational services to the families of participating children.

Although federal law does not prohibit the charging of fees for participation in 21st CCLC programs, in order to ensure that the priorities of the 21st CCLC programs in Louisiana are not compromised, the LDOE prohibits charging any fees. Federal guidance clearly states that programs must be equally accessible to all students targeted for services, regardless of their ability to pay. Federal guidance further recognizes that the priority of the program to serve poor students and families could be compromised through the charging of program fees.

**Attendance Threshold**

Grantees must maintain eighty percent (80%) of their proposed student attendance numbers annually during each year of the grant. Failure to maintain 80 percent of student attendance may result in award reductions to the allocation for the remainder of the grant period.

1. Please note that the eighty percent (80%) student attendance is directly correlated with the 30-day regular attendance indicator used in data collection system created by the United States Department of Education. The regular attendee is defined for the purposes of federal reporting refers to students who have attended a 21st CCLC program for at least thirty (30) days (which do not have to be consecutive) during the reporting period.
2. LDOE will issue warning letters to 21\textsuperscript{st} CCLC programs that serve less than eighty percent (80\%) of the students indicated in the grantee’s approved application. The warning letters from LDOE will require 21\textsuperscript{st} CCLC programs to increase their student attendance numbers and to participate in additional technical assistance and training. Grantees in warning status will be given one quarter (three months) to increase their student attendance numbers to the required eighty percent (80\%) threshold before adjustments will be made to the annual award amount.
2.5 Project Requirements

Proposal Narrative

Instructions:

- Applicants must limit the program narrative to no more than 22 double-spaced pages.
- Each page should only be printed on the front side of the paper (no double-sided printing).
- Minimum Font size shall be no smaller than 12-point, standard type.
- If included, charts do not need to be double-spaced but should remain in 12-point.
- Margins should be one inch on all sides of each page.
- Include page numbers and applicant(s) name in upper right corner of every page.

Eligible for funding if the proposal scores a minimum 75 or higher of the available 100 points

Applicants should provide the following information in the proposal:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Abstract</td>
<td>No points awarded</td>
</tr>
<tr>
<td>Instructions</td>
<td></td>
</tr>
<tr>
<td>• Provide a brief two page summary of the program’s proposed mission, community to be served, the projected number of participants, including grade levels and school sites, the partner LEAs and other unique characteristics of the program. Provide information regarding use of subcontractors and indicate that their contributions consist of no more than 35% of proposed budget.</td>
<td></td>
</tr>
<tr>
<td>2. Demonstration of Need</td>
<td>5</td>
</tr>
<tr>
<td>Instructions</td>
<td></td>
</tr>
<tr>
<td>• Provide a compelling need for programs and services based on multiple sources of data (examples of data sources – poverty rates, percentage of Title I students, literacy rates, juvenile crime rates, high school dropout rates, suspension rates, etc.)</td>
<td></td>
</tr>
<tr>
<td>• Describe the participants to be served by the project</td>
<td></td>
</tr>
<tr>
<td>• Describe how the proposed 21st CCLC program will address and remedy the risk factors for each targeted population.</td>
<td></td>
</tr>
<tr>
<td>• Describe how services will increase student academic achievement and will benefit students and their families.</td>
<td></td>
</tr>
<tr>
<td>3. Community Notice and Collaborations (Private School Consultation)</td>
<td>10</td>
</tr>
<tr>
<td>In accordance with ESEA sec. 4204(b)(2)(L), the community to be served must be advised of the applicant’s intent to submit an application for a 21st CCLC program and must have access to the proposal after it is submitted.</td>
<td></td>
</tr>
<tr>
<td>Community notice involves effort to notify the community of the intent to submit a proposal. This notice should include target schools, the private schools in the surrounding areas and the local community.</td>
<td></td>
</tr>
</tbody>
</table>
Also, both ESEA and EDGAR require that 21st CCLC funded programs provide equitable services to eligible private school students, teachers and other education personnel. Consultation to private schools must be “timely” meaning adequate notice of consultation is provided allowing all parties to be well-prepared for the consultation. The consultation should occur with sufficient time for the applicant to consider the items identified in the consultation and include them in their proposal as appropriate.

All 21st CCLC programs must be developed in active collaboration with the schools the participating students attend. Collaboration means that both the applicant and the target school work with the target schools to inform them of the intent to submit a proposal to work with students attending the target schools.

**Instructions**

3.a. **Community Notice and Private School Consultation (5 points)**

- Describe how the applicant informed the school, district, and community, including eligible private schools, of their intention to submit a proposals in response to this RFP.
- Include the locations or sources used to notify the community. Also, describe how the proposal will be available to the community following the submittal. Include a detailed description of the platforms used to provide notice and share information and documentation.

3.b. **Community Collaborations (5 points)**

- Identify and describe the current public/private partnerships that were or will be used in developing, implementing, evaluating, and sustaining the 21st CCLC program.
- Identify specific outreach activities that will be conducted to encourage the participation of the students and their families.
- Describe the extent to which the proposed program will establish partnerships with other appropriate agencies and organizations providing services to the target population. Complete [Form A](#) and [Form B](#) and include letters of commitment and a memorandum of understanding (MOU) that clearly indicate the role and capacity of each partnering organization discussed in the application. Applicants are advised that the quality of letters of commitment, with a clear demonstration of buy-in from senior administrators of the partnering organization, is more important than the number of letters.

4. **Project Design and Implementation**

The applicant should provide a description of the proposed program that implements the purposes described in Title IV, Part B of the Elementary and Secondary Education Act for the 21st Century Community Learning Centers (21st CCLC) program.

The Project Design & Implementation section is an essential component of the proposal. There should be a vivid picture of what will happen every day in the program. There must be sufficient detail and the plan should be attainable, and it must provide an overall vision of the proposed program.
4.a. Describe the overall vision for the program and Experience (10 points):

- Describe who and how many students will be served;
- Describe how those students will be recruited for the program;
- What activities the program will sponsor during which times of the day, week, year – before school, after school, weekends, summer, school holiday and in-service;
- What a typical week looks like (provide chart or table with details); and
- Staff/student ratio.
- Describe how the proposed program will coordinate with the students’ school day. Description should include how the sharing of expertise, continuity of expectations, coordinated emphasis on academic outcomes, and the facilitation of joint use of the school facility will occur.
- Describe how the facility in which the program will be housed (in all years of the grant) is safe and accessible (ADA), and how students will travel safely to and from the center and home.
- Describe how the program will disseminate information about the community learning center (including its location) to the community in a manner that is understandable and accessible.
- Describe how the program connects with family and community resources to leverage continued support of programming.

The program plan must also address how the program will increase family’s support for student learning and ensure family members of participating students will be actively engaged in their children’s education.

Experience

- Describe the proposer’s prior success or promise of success in providing educational and related activities that complement and enhance the academic performance, achievement, and positive youth development of the targeted students (Public Law 107-110, Title IV Part B Sec.4204(b)(2)(J)).
- If proposer has no previous experience as outlined above, then the proposer should describe how the proposer has a strong likelihood for successful implementation of the proposed program, including the capability to provide educational and related activities, and to assess program performance.
- Evidence of success should include:
  - Successful student recruitment and retention efforts;
  - Successful attainment of academic outcomes for student participants
- If the applicant has not operated an out of school program in the past, the applicant must describe specific strategies that will be used to
  - Recruit students and encourage high rates of regular program attendance,
Ensure students receive academic support needed to demonstrate improved academic achievement.

Instructions

4.b. Family Engagement (10 points):

- Describe how family engagement will be systemically embedded throughout the program. Family engagement should be collaborative, interactive and specifically linked to learning. This component should support the Louisiana’s 21st CCLC Performance Goals and Indicators.
- Describe the services that will be designed to provide adult family members with the tools necessary to support their student’s academic achievement goals, including opportunities for literacy and related educational development for the families of the children served by the program.
- Describe how Social Emotional Learning (SEL) impacts your overall program.

Instructions

4.c. Performance Measures and Indicators (10 points):

The intent of a performance indicator is to contextualize program findings/results, challenge programs to improve, and establish accountability measures.

Performance indicators address program change and improvement, not necessarily elements that are inherent in the implementation of the program. For programs that directly serve students, performance indicators most often address student performance outcomes.

See Table 1 – Louisiana Performance Goals and Indicators for 21st CCLC Programs in the appendix.

5. Organizational Leadership & Management Plan

Instructions

5.a. Capacity of Program Leadership (10 points)

- Describe the capacity of program leadership (Program Director, Education Liaison, Site Coordinator(s), Fiscal Manager, and Data Analyst) to provide effective program implementation, including oversight of major planning elements, such as curriculum and instructional approaches, professional development, and ongoing monitoring of program effectiveness.
- Any applicant applying for an award of $150,000 or more must have a full time Program Director.
- Describe how the program will recruit and retain high quality staff, including but not limited to experience and professional preparation in providing educational and related activities that will enhance the academic performance, achievement, and positive youth development of students.
- Describe the professional activities planned for staff that will promote academic growth and consistency in proposed programming, including but not limited to:
  - Regular staff meetings;
  - Professional development; and
  - Staff evaluation.

**Instructions**

**5.b. Internal Controls (10 points):**

- Describe the internal controls that are in place to mitigate the loss of federal funds, federal property and fraud.
- Discuss or provide policies and procedures that address Cash Management and Equipment and Supplies Tracking. Additionally, discuss the process and reasonable measures in place to safeguard protected personally identifiable information.

**6. Project Evaluation**

A strong evaluation plan helps ensure 21st CCLC programs make continuous progress. Successful applicants are required to implement evaluation plans and overall programs that meet the federal 21st CCLC [Principles of Effectiveness](#).

A program evaluation is a mandatory component that must be submitted to LDOE annually on a specified date after the award notification.

Note – the evaluation cost cannot exceed $8000.

**Instructions**

- The 21st CCLC program must identify an independent evaluator for the program. The individual, agency or organization must be identified.
- What evaluation experience has this person had? How many years?
- Describe the evaluation design and how the performance goals and indicators will be established and measured.

**7. Sustainability**

In accordance with ESEA, Section 4204(b)(2)(K), as amended, the applicant must have at least a preliminary plan for how the 21st CCLC program will continue after funding ends. Program should plan to sustain their 21st CCLC program by building partnerships and collaborating with other school and community agencies to build support for resources needed to sustain the program.

**Instructions**

- Describe the agency’s plan for continued sustainability of the 21st CCLC program
- Describe the proposed members of the advisory board and the methods they will use to implement the sustainability plan
- Describe the strategies in place to develop continued support after the funding ends
8. Project Cost (Budget and Budget Forms)
(See Sample Budget with School Year (Afterschool) and Summer Identified)

The 21st CCLC grant is a reimbursable grant; applicants must have the capacity to sustain their operations for a minimum of three months.

DO NOT alter any of the forms. These forms will not count toward the 22 page limit.

Wages

The Program Director, Site Coordinator, and all other salaries/wages must be based on and reported using a percentage of time designated for the 21st CCLC program. The Program Director or any other individual serving in an administrative role shall not be an existing superintendent, principal, transportation director, CEO, or CFO whose salary will be reclassified to conduct 21st CCLC program activities. All salaries and wages must be consistent with the policies and procedures of the proposer’s agency.

Non-LEA Applicants Only

All Non-LEA applicants that receive and audit, must also submit copies of their organization’s most recent year’s independently audited financial statements. The financial statements submitted must be solely for the organization, unless a parent entity is also committing to financially back the applying agency in performance of the contract, in which case the financial statements of the parent entity must also be provided.

The submission must also include the audit opinion, the balance sheet, statements of income, most recent Form 990 “Return of Organization Exempt From Income Tax” (if applicable), retained earnings, cash flows, and the notes to the financial statements. Applicants must submit a copy of applicable bank statements (e.g. primary saving and checking accounts) from the most current six months. The Proposer should include all of the above information as a separate attachment in the required RFP application packet. These forms will not count toward the 22 page limit.

Non-LEA applicants must also provide a statement in the narrative as to whether there is any pending litigation against the organization, and if such litigation exists, attach in the required RFP application packet an opinion of counsel as to whether the pending litigation may impair the organization’s performance in a contract under this RFP. Likewise, applicants must provide a statement in the narrative as to whether the organization or any of the organization’s employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any felony, and if so provide an explanation with relevant details.

Budget Instructions

- The applicant must submit three (3) 12 month budgets.
- The applicant must use the Budget Summary and Budget Detail forms provided. (excel document)
- The budget is to be separated by School Year and summer (and ELT if applicable) and a detail description of each expenditure must be included. See the example provided below.
- Reviewers will be scoring budgets based upon the alignment of items in the budget and how they connect to the need established in the proposal, reasonableness based upon narrative and budgeted expenditures and allow ability of the items listed in the budget.
PART 3: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

All proposals received by 2:00 P.M. CST on the date in the schedule of events will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be found non-responsive and rejected from further consideration. Proposals shall be screened for adherence to the basic requirements, such as proposal formatting, completeness of content and required forms, etc., to determine if the proposer addressed the minimum requirements.

The evaluation of proposals will be accomplished by an external peer review evaluation team, to be designated by the State, which will determine the proposal most advantageous to the state. To maintain confidentiality of the reviewers, the Department will not release their names or contact information. The Department of Education will ensure that reviewers are highly qualified individuals with a strong knowledge of research-based, quality after-school programming, and represent equitable gender, ethnic, and geographic diversity.

All eligible proposals will be read, reviewed, and scored by the external evaluation team independently. Each proposal will be reviewed fully by members of the external evaluation team selected by the Department of Education, using pre-established criteria. Following the review, each proposal shall be graded on its own merits by having each member independently record their scores.

The external evaluation team, at its sole discretion, may select the finalists who are most susceptible of receiving an award for an oral presentation for final determination of contract award. In some circumstances, this may include a personal interview with the proposer, either face-to-face meeting, or by a telephone conference. Reasons to schedule a personal interview for verification purposes may include, but are not limited to verifying proposal and project viability and verifying other factors when a proposal or a product is not clear to the review committee. Findings will be recorded in writing. Based upon oral presentations, initial scores may be revised.

3.1 Cost Evaluation

Proposers will be submitting the excel budgets and reviewers will score those. Cost is not a determining factor in this RFP. Reviewers will be scoring budgets based upon the alignment of items in the budget and how they connect to the need established in the proposal, reasonableness based upon narrative and budgeted expenditures and allowability of the items listed in the budget.

As stated in Section 2.1 Scope of Work, applicants may request funds ranging from a minimum of $50,000 to a maximum $800,000 annually. Requests for funding should be based upon a maximum per pupil cost of $1500, which includes administrative and transportation costs.

- The minimum number of students to be served based upon a minimum of $50,000 is 33 students
• The maximum number of students to be served based upon a maximum of $800,000 is 533 students.
• The amount of funding requested must be reasonable and based upon the proposed number of students to be served.

Regardless of the size of the grant, proposed costs must be **REASONABLE AND NECESSARY** to carry out the program’s purposes and objectives.

Proposals meeting the requirements of the Proposal Checklist will be:

• Read, evaluated and scored through a peer review process by three (3) evaluators with diverse expertise and will represent educational and non-educational entities.
• **Eligible for funding if the proposals score a minimum 75 or higher of the available 100 points.**
• Recommended to the Board of Elementary and Secondary Education (BESE)
• Awarded a 21st CCLC contract upon BESE approval,
• Informed of the contract requirements to be negotiated with the selected proposers.

The evaluation will be conducted according to the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Abstract</td>
<td>0</td>
</tr>
<tr>
<td>2. Demonstration of Need</td>
<td>5</td>
</tr>
<tr>
<td>3. Community Notice &amp; Collaborations</td>
<td>10</td>
</tr>
<tr>
<td>Private School (5 points) + Community Collaborations (5 points)</td>
<td></td>
</tr>
<tr>
<td>4. Project Design and Implementation</td>
<td>30</td>
</tr>
<tr>
<td>Overall vision (10 points) + Family Engagement (10 points) + Performance Measures and Indicators (10 points)</td>
<td></td>
</tr>
<tr>
<td>5. Organizational Leadership &amp; Management Plan</td>
<td>20</td>
</tr>
<tr>
<td>6. Project Evaluation</td>
<td>8</td>
</tr>
<tr>
<td>7. Sustainability</td>
<td>5</td>
</tr>
<tr>
<td>8. Project Cost (Budget and Budget Forms)</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total Sub-Score (sum of the above scores 1-8)</strong></td>
<td>88</td>
</tr>
</tbody>
</table>

**Louisiana Veteran and/or Hudson Initiative**

- **Up to 10 points available for Hudson-certified Proposers;**
- **Up to 12 points available for Veteran-certified Proposers;**
- **If no Veteran-certified Proposers, those two points are not awarded.**

| Total Eligible Score | 100 |

Page 55 of 94
FUNDING PRIORITIES

To ensure equitable and reasonable distribution of 21st CCLC funds throughout the state as it pertains to geographic diversity and/or to reduce the funding of multiple projects in a district or the submission of nearly identical proposals, a funding priority will be given to proposals that meet the criteria below:

<table>
<thead>
<tr>
<th>Funding Priority</th>
<th>Additional Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposing a program for middle school students</td>
<td>$1525 per student cost</td>
</tr>
<tr>
<td>Proposing a program in a parish not served in Cohort 9.</td>
<td>$1525 per student cost</td>
</tr>
<tr>
<td>Proposing a program for high school students</td>
<td>$1525 per student cost</td>
</tr>
<tr>
<td>Proposing a program whose focus is STEAM</td>
<td>$1525 per student cost</td>
</tr>
<tr>
<td>Proposing a program that targets Louisiana “D” or “F” or “UIR” schools.</td>
<td>$1525 per student cost</td>
</tr>
</tbody>
</table>

* Additional funds distributed for funding priorities are solely based upon funding availability.

3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers’ evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.

ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.

iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the
Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

i. Subcontractor’s name;
ii. Subcontractor’s Veterans Initiative and/or the Hudson Initiative certification;
iii. A detailed description of the work to be performed; and
iv. The anticipated dollar value of the subcontract for the three-year contract term.

*Note* – it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor’s work so the Department is able to determine if there is duplication or overlap, or if the subcontractor’s services constitute a distinct scope of work from each other subcontractor(s).

**PART 4: PERFORMANCE STANDARDS**

4.1 Performance Requirements

4.2 Performance Measurement, Evaluation and Monitoring Plan

4.2.1 Performance Measures and Evaluation:

After proposers are awarded they will be expected to adhere to the Framework below. This framework is a part of the performance standards for the 21st CCLC programs.

**LOUISIANA’S FRAMEWORK FOR EVALUATING AFTER-SCHOOL PROGRAMS/OUT-OF-SCHOOL TIME PROVIDERS (REV 9/2015)**

The following framework depicts the formula for Louisiana’s evaluation of after-school providers. In an effort to obtain a more rigorous academic approach to program evaluation, the Department will assess provider performance through the following outcome-based components:

1. Academic Performance: 100 points
2. Attendance: 35 points
3. Stakeholder Satisfaction: 15 points

Program ratings will be determined using the following process:
STEP ONE: Academic Performance

The academic performance is obtained from LDOE and involves multiple iterative phases integrating a comprehensive database housing descriptive program and participant data. LDOE will measure the academic performance of Louisiana’s 21st Century Community Learning Centers (CCLC) programs by the percent of students within each program who exceed their growth target on the state assessment.

*For example, a 21st CCLC program would receive a score of 60 points in this area if 60% of participants exceeded their growth target or 55 points if 55% of participants exceed targets.

<table>
<thead>
<tr>
<th>STEP TWO: Attendance Points Given</th>
<th>Definition for Points (Regular Attendee/30 days or more)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>&lt;15% of projected attendance</td>
</tr>
<tr>
<td>5</td>
<td>15% to 29.9% of projected attendance</td>
</tr>
<tr>
<td>10</td>
<td>30% to 44.9% of projected attendance</td>
</tr>
<tr>
<td>15</td>
<td>45% to 59.9% of projected attendance</td>
</tr>
<tr>
<td>20</td>
<td>60% to 69.9% of projected attendance</td>
</tr>
<tr>
<td>25</td>
<td>70% to 79.9% of projected attendance</td>
</tr>
<tr>
<td>30</td>
<td>80% to 89.9% of projected attendance</td>
</tr>
<tr>
<td>35</td>
<td>≥90% of projected attendance</td>
</tr>
</tbody>
</table>

STEP THREE: Stakeholder Satisfaction

<table>
<thead>
<tr>
<th>Points Given</th>
<th>Definition for Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Survey completion rate of &lt;25%</td>
</tr>
<tr>
<td>5</td>
<td>Survey completion rate of 25% to 49.9%</td>
</tr>
<tr>
<td>10</td>
<td>Survey completion rate of 50% to 74.9%</td>
</tr>
<tr>
<td>15</td>
<td>Survey completion rate of ≥75%</td>
</tr>
</tbody>
</table>

Example of How to Calculate the Performance Rating:
Academic Performance + Attendance + Stakeholder Satisfaction = Total Points (150 max)
Example: Academic Performance = 60; Attendance =15 Stakeholder Satisfaction 25
60+12.5+25= 97.5 –Performance Rating B

Performance Rating

<table>
<thead>
<tr>
<th>Total Points Given</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>100-150</td>
<td>A</td>
</tr>
<tr>
<td>85-99</td>
<td>B</td>
</tr>
<tr>
<td>70-84</td>
<td>C</td>
</tr>
<tr>
<td>50-69</td>
<td>*D</td>
</tr>
<tr>
<td>&lt;50</td>
<td>*F</td>
</tr>
</tbody>
</table>
4.2.2 Monitoring Plan:

All 21st CCLC contractors must host a site visit for LDOE staff or LDOE representative to determine if facilities are conducive to providing safe/effective afterschool program services. Department of Education staff will conduct desk reviews, announced and unannounced site visits, provide technical assistance, and conduct compliance monitoring of the programs progress to ensure the contractor meets all requirements. Additionally, conferences and seminars will be held for 21st Century Community Learning Center contractors. On-going data collection will be monitored utilizing the Department’s web-based reporting system.

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.
ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

A. Official Contact Name: ___________________________________________
B. E-mail Address: ___________________________________________
C. Facsimile Number with area code: ( ) ___________________________________________
D. US Mail Address: ___________________________________________

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have fourteen (14) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Signature of Proposer or Authorized Representative

Typed or Printed Name: __________________________________________________________

Date: ________________________________________________________________________

Title: _______________________________________________________________________

Company Name: __________________________________________________________________

Address: ______________________________________________________________________

City: __________________________ State: _______________________ Zip: ________________
ATTACHMENT II: SAMPLE CONTRACT

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY
Click here to enter the Department/Agency name

AND

CONTRACTOR NAME
Click here to enter the Contractor name

CONTRACT NUMBER (ISIS/LAGOV)
Click here to enter the contract number

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES ☐  CONSULTING SERVICES ☐  SOCIAL SERVICES ☐  PERSONAL SERVICES ☐

CONTRACTOR (Legal Name if Corporation)          FEDERAL EMPLOYER TAX ID

NUMBER
Click here to enter the Contractor
Contractor’s FEIN

Click here to enter the

STATE LDR ACCOUNT #
Click here to enter the State

LDR Account Number

STREET ADDRESS
Click here to enter the Contractor’s street address
Contractor’s telephone number

CITY  Click here to enter the Contractor’s city  STATE  Click here to enter the Contractor’s state
ZIP
CODE  Click here to enter the Contractor’s zip code

TERM OF CONTRACT

This Contract shall begin on Click here to enter the begin date of the contract and shall end on Click here to enter the end date of the contract. The State has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence of the Contractor, the State may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.
COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT
In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of $Click here to enter the maximum contract amount, over multiple years as follows: Click here to enter the multi-year contract breakdown. Payments are predicated upon successful completion of the services described in Description of Services and acceptance of deliverables described in Acceptance of Deliverables; receipt of an invoice; and written approval ofClick here to enter the Name of agency’s designee.

The State shall make every reasonable effort to make payments withinClick here to enter the number of days the State will make payments within. 25 business days is recommended of receiving an invoice. Contractor shall comply with the Division of Administration State General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

PROHIBITION AGAINST ADVANCE PAYMENTS
No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

GOALS AND OBJECTIVES
Click here to list goals and objectives of this contract.

DESCRIPTION OF SERVICES
Contractor agrees to furnish services to State as specified in this Section and in any attachments. Click here to enter a summary description of the services the contractor will provide. Define scope of work, services, tasks and services, deliverables, functional requirements, technical requirements or project requirements to be provided by the Contractor composed from RFP and Proposers’ Proposal. This information may be included in an attachment if detail is lengthy.

A full description of the scope of services is contained in the following documents, which are made a part of this Contract:
- Statement of Work
- Contractor Personnel and Other Resources
- State Furnished Resources

DELIVERABLES
The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

ACCEPTANCE OF DELIVERABLES
Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

A. General. The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in State-approved documents.

B. Submittal and Review. Contractor shall provide written notification to the State Project Director that a Deliverable is completed, and available for review and acceptance.

Upon Contractor’s written notification, the State Project Director shall review the Deliverable withinClick here to enter the number of days the State will review the Deliverable within. 10
business days is recommended. Within this period, the State Project Director shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

C. Acceptance or Rejection. A Deliverable shall be considered accepted unless, within the Click here to enter the number of days the State will review the Deliverable within. 10 business days is recommended. The amount of days listed here must match the number of days listed in B, the State Project Director notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.

D. Resubmitting Deliverables. Contractor shall provide written notification to the State Project Director when the Contractor resubmits a Deliverable for acceptance. The State Project Director shall review the resubmitted Deliverable within Click here to enter the number of days the State will review the resubmitted Deliverable within. 5 business days is recommended. A resubmitted Deliverable shall be considered accepted unless, within this period, the State Project Director notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Contract and places the Contractor in default.

TERMS OF PAYMENT
The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Click here to enter the terms of payment. Payment terms that can be negotiated with the Contractor are payment by task, payment by schedule, and/or payment by percentage. Any one or a combination of these is acceptable as long as payment is related to the successful completion of services described in Description of Services and/or accepted deliverables described in Acceptance of Deliverables.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the Contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF
Click here to enter the title only of the personnel who will approve payments

VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION
During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

SUBSTITUTION OF KEY PERSONNEL
The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

STATE FURNISHED RESOURCES
State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor’s responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor’s performance under this Contract.

TAXES
Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

TERMINATION FOR CAUSE
Should the State determine that the Contractor has failed to comply with the Contract’s terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor’s failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

TERMINATION FOR CONVENIENCE
State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

REMEDIES FOR DEFAULT
Any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.
GOVERNING LAW
This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

E-VERIFY
Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

OWNERSHIP OF WORK PRODUCT
All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor’s expense, at termination or expiration of the Contract.

DATA/RECORD RETENTION
Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

RECORD OWNERSHIP
All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor’s expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor’s expense, at termination or expiration of the Contract.

CONTRACTOR’S COOPERATION
The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State’s right to audit or shall not withhold State owned documents.

ASSIGNABILITY
Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.
Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State’s written consent of the transfer shall not diminish the State’s rights or the Contractor’s responsibilities and obligations.

**RIGHT TO AUDIT**
Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

**FISCAL FUNDING**
The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**NON-DISCRIMINATION**

Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

**CONTINUING OBLIGATION**
Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

**ELIGIBILITY STATUS**
Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

**CONFIDENTIALITY**
Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

AMENDMENTS
Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

PROHIBITED USE OF FUNDS
Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

SUBCONTRACTORS
The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL
In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for $100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

INDEMNIFICATION AND LIMITATION OF LIABILITY
Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor shall indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims,
judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of $100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

**STAFF INSURANCE**

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to Exhibit A.
LICENCES AND PERMITS
Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

SECURITY
Contractor’s personnel shall always comply with all security regulations in effect at the State’s premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

CODE OF ETHICS
The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

SEVERABILITY
If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

HEADINGS
Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of contractual language.

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE
This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State’s Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

CONTRACT APPROVAL
This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

INSURANCE REQUIREMENTS FOR CONTRACTORS
See Exhibit A.

The cost of such insurance shall be included in the total Contract amount.
THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:  

_____________________________  

_____________________________  

WITNESSES SIGNATURES:  

_____________________________  

_____________________________  

STATE AGENCY SIGNATURE:  

By:  

_____________________________  

Title:  

_____________________________  

CONTRACTOR SIGNATURE:  

By:  

_____________________________  

Title:  

_____________________________
OPTIONAL FEDERAL REQUIREMENTS

ANTI-KICKBACK CLAUSE
Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT
Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT
Contractor recognizes the mandatory standards and policies relating to energy efficiency with are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT
Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

STATEMENT OF WORK

SCOPE OF SERVICES
Contractor shall perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment Click here to enter the Attachment identification letter or number.

INTRODUCTION
Click here to enter a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.

DESCRIPTION OF SERVICES/TASKS
Click here to describe tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.

SCHEDULE REQUIREMENTS
Click here to describe major schedule milestones, such as: project start, when work plan shall be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.

PERFORMANCE MEASURES AND MONITORING PLAN
Click here to describe the performance measures to be taken during the project and monitoring plan.
The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor’s performance against the criteria in the Statement of Work and are identified as:

Click here to list performance measures which should be measurable and time bound.

**MONITORING PLAN**

Click here to enter the Name and Title or Position will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Click here to enter the Name and Title or Position will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor’s performance.

**DELIVERABLES**

Contractor agrees to provide the following deliverables within the time frames specified herein:

Click here to list the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.

---

**CONTRACTOR PERSONNEL AND OTHER RESOURCES**

**CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

A. *Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. *Other Resources.* Contractor shall provide other resources as specified in Attachment Click here to enter the Attachment identification letter or number.

**CONTRACTOR PERSONNEL**

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:
Click here to enter all personnel, including subcontractors, who shall be assigned to the project. Personnel who shall be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.

**STATE FURNISHED RESOURCES**

The State shall make available to the Contractor for use in fulfillment of this contract those resources described in Attachment Click here to enter the Attachment identification letter or number.
ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of $5,000 and under, and where feasible, over $5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The LaCarte Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.

- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.
If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>Will Accept</th>
<th>Already Enrolled</th>
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<tbody>
<tr>
<td>LaCarte</td>
<td>____</td>
<td>____</td>
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<tr>
<td>EFT</td>
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</table>

_______

Printed Name of Individual Authorized

_________________________________________

Authorized Signature for payment type chosen

Date

_________________________________________

Email address and phone number of authorized individual
APPENDIX: ADDITIONAL REQUIRED FORMS

Proposer’s MUST submit (in the order shown below) paginated in a useful table contents all of the components listed in the Checklist below. The narrative pages of the proposal should total no more than twenty-two (22) double-spaced pages using a minimum font size no smaller than 12-point standard font with one-inch margins. This does not include any required forms. Handwritten proposals will not be reviewed.

Proposer’s Name ________________________________________________

Checklist
A complete proposal consists of all of the following items submitted in the following order. Proposers will not be allowed to alter or revise application documents after submission.

<table>
<thead>
<tr>
<th>Required Documents</th>
<th>Checked – proposer</th>
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<tbody>
<tr>
<td>Checklist</td>
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<tr>
<td>Cover Letter (Section 1.9.1)</td>
<td></td>
</tr>
<tr>
<td>Table of Contents</td>
<td></td>
</tr>
<tr>
<td>Cover Page (with original signatures in blue ink) and Board Resolution</td>
<td></td>
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<tr>
<td>Funding Priority Points (Form AA)</td>
<td></td>
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<tr>
<td>Certification Statement (page 60)</td>
<td></td>
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<tr>
<td>Partnering Agencies Form - Form A</td>
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<tr>
<td>Memorandum of Understanding (MOU) Form – Form B</td>
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<tr>
<td>Private School Consultation Form - Form C</td>
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<td>Private School Participating Schools Form - Form D</td>
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<tr>
<td>Program Summary Forms – Form E</td>
<td></td>
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<tr>
<td>Fiscal Manager/Bookkeeper Qualifications – Form F</td>
<td></td>
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<tr>
<td>Budget Forms</td>
<td></td>
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<tr>
<td>Veteran/Hudson Initiative Form and Documentation</td>
<td></td>
</tr>
<tr>
<td>Program Narrative inclusive of Louisiana 21st CCLC Performance Indicators Template</td>
<td></td>
</tr>
</tbody>
</table>

1. Two (2) fully complete originals signed in blue ink (no staple, binders, etc.) Label this original as 21st CCLC19-Original.
2. One (1) electronic copy of the original signed proposal on a USB flash drive. Label this copy as 21st CCLC19 original electronic copy.
3. Four (4) anonymized/blind electronic copies on four (4) individual USB flash drives. Blind copies must be completely blinded electronically. Failure to do so will deem the application ineligible and it will not be reviewed. Please review blind copies before submitting to ensure all identifying information is blinded. Label blind copies as 21st CCLC19 blind copy #1, #2, #3 and #4. Examples of redacted information are outlined below.
   a. XXXXXXXXX has more than 17 years of experience providing after-school academic services to more than 130 schools across the country.
   b. XXXXXXXXX has more than 17 years of experience providing after-school academic services to more than 130 schools across the country.

FOR LDOE USE ONLY

[ ] Qualified
[ ] Disqualified
21st Century Community Learning Centers Program
Proposal Cover Page

Type of Organization: (Check one only)

☐ Local Education Agency (LEA)
☐ Charter School(s)
☐ Non-Profit Community Based Organization (CBO)
☐ Non-Profit Faith-Based Organization (FBO)
☐ Private School/Faith-Based Organization
☐ Other ___________________________

Name of Proposer

Address

City/State        Parish        Zip Code

Contact Person

Telephone (    )

E-Mail Address

FAX (    )

I hereby certify that I am the proposer’s Superintendent/Chief School/Administrative Officer/Agency Head and that the information contained in this proposal is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, proposal guidelines and instructions, certifications, assurances, and that the requested budget amounts are necessary for the implementation of this project.

Authorized Signature: (in blue ink)           Title:

Typed Name:

Date:
FUNDING PRIORITIES

Place a check in the box of the funding priorities you are seeking. **Additionally, provide a short summary as to how you qualify for each priority selected and attach it to this form. If you do not provide the summary you will not be eligible to receive the funding priority.**

<table>
<thead>
<tr>
<th>Funding Priority</th>
<th>Priority</th>
<th>Check the box that applies</th>
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<tbody>
<tr>
<td>Proposing a program for middle school students</td>
<td>$1525 per student cost</td>
<td></td>
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<tr>
<td>Proposing a program in a parish not served in Cohort 9.</td>
<td>$1525 per student cost</td>
<td></td>
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<tr>
<td>Proposing a program for high school students</td>
<td>$1525 per student cost</td>
<td></td>
</tr>
<tr>
<td>Proposing a program whose focus is STEAM</td>
<td>$1525 per student cost</td>
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<tr>
<td>Proposing a program that targets Louisiana “D” or “F” or “UIR” schools. Click HERE for UIR schools.</td>
<td>$1525 per student cost</td>
<td></td>
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</tbody>
</table>

* Additional funds distributed for funding priorities are solely based upon funding availability.

**Cohort 9 Parish List**

- Ascension
- Caddo
- Concordia
- East Baton Rouge
- Iberville
- Jefferson
- Madison
- Morehouse
- Natchitoches
- Orleans
- Ouachita
- Plaquemines
- Point Coupee
- Richland
- Sabine
- St. Landry
- St. Tammany
- Tangipahoa
- Union
**FORM A**

**PARTNERING AGENCIES FORM (REQUIRED BY FEDERAL LAW)**

**COMPLETE THIS FORM FOR ANY SCHOOL AND COMMUNITY BASED PARTNERSHIPS**

List the name, address and contact person for each partnering agency. Each of these agencies must sign a Memorandum of Understanding (MOU) found on Form B which must be submitted with this proposal. **NOTE**: An individual, agency, organization or other entity that only provides services (usually for a fee) is considered to be a vendor, not a partner, and would not require a Partnership Agreement.

<table>
<thead>
<tr>
<th>Name of Agency/School</th>
<th>Address</th>
<th>Name of Contact Person and Email Address</th>
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FORM B

Memorandum of Understanding
Louisiana 21st Century Community Learning Centers Program

Name of Proposer

And

Name of Partnering Organization Completing MOU

are committed to implementing a comprehensive 21st Century Community Learning Center program that provides meaningful, academically based after-school activities and extended learning opportunities for children in the district and their families. The entities named herein recognize the necessity for continual collaboration among local partners for the development, implementation and continuous program improvement of dynamic after-school educational opportunities for youth and their families in

Name of School/ District/Parish

The collaborators will strive to accomplish 21st Century Community Learning Center objectives that are specific to their own area(s) of involvement. The above-named partnering agency pledges to collaborate with the above-named proposer to provide the following specific items/services;

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<th>Typed Name</th>
<th>Title</th>
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Proposer

Date

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Partnering Agency

Date

The parties mentioned above have agreed to provide the following:

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________
Instructions for Form A& B and Partnership Letter(s)

Mandatory Requirement

Step 1
The partnership letter(s) is a mandatory requirement (no more than one page). It must be on the partner’s letterhead providing the following:

- Describe the partnerships supporting the proposed program.
- Identify each partner and describe their contribution to the program.
- Describe how the partnership will work.
- Attach each letter(s) from the proposed partners. Letters must clearly support their commitment to the program and identify their tangible contributions.

Step 2
Complete the Partnering Agencies Form (Form A)
Complete a Memorandum of Understanding (MOU) with each partner (Form B)
Students who attend private schools in the area to be served by the proposed program are eligible to participate (area= attendance zone or within a 3-5 mile radius). If any private schools are located in the area to be served, the proposer is expected to consult with the private school officials during the design and development of the program on issues such as needs identification, services to be offered, service delivery, program assessment, and scope and size of services to be provided to private school students.

If private schools are located in the area that could be served by the proposed program, did any decline participation in the program? (Check one)

- Yes. There are private schools located in the proposed program area that declined participation.
- No. All private schools located in the proposed program area have agreed to participate.
- No. There are no private schools located in the proposed program area.

If yes, list all private schools that were consulted but declined the opportunity to have their students participate. In the second column, print the name, title and phone number of the school that was consulted. In the third column, provide the date(s) and type(s) of consultation (e.g., face-to-face meeting, e-mail, fax, telephone call, letter and videoconference) and the reason(s) for declining. Private schools whose students will participate in the program must be listed on the Participating Schools Form.

<table>
<thead>
<tr>
<th>Private School Name</th>
<th>Print Name, Title &amp; Phone Number of School Official</th>
<th>Date(s) and Type(s) of Consultation and reason(s) for declining to participate.</th>
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Private School Participating Schools Form

Proposer’s Name: __________________________________________________________

Please list all schools attended by the students you propose to serve. All information must be provided in full.

<table>
<thead>
<tr>
<th>School Building Name</th>
<th>(N) Non-public</th>
<th>Total Enrollment Number</th>
<th>Number of Children to be Served by this proposal</th>
<th>Grade Levels to be Served by this proposal</th>
<th>Building Principal’s Signature (in blue ink)</th>
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</table>
**Program Summary Form (4 sites Max)**

<table>
<thead>
<tr>
<th>Name &amp; Address of each site</th>
<th>Days and times of program operation throughout week</th>
<th>Total number of students to be served at each site</th>
<th>Is this a Title I School? (Y/N)</th>
<th>Student Population to be served</th>
<th>Grade Levels to be served</th>
</tr>
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**Total Number of students to be served:**

________

**Services to be provided in this Contract** (check all that apply):

- □ Academics Support
- □ Academic Enrichment
- □ Mathematics
- □ Science
- □ English Language Arts
- □ Art, Music, Dance, Theater
- □ Entrepreneurial Education
- □ Expanded Learning Time
- □ Credit Recovery
- □ Physical Fitness, Wellness
- □ Technology, Video or Media
- □ Library Services
- □ Family Literacy
- □ Other Family Education
- □ Tutoring/Mentoring
- □ STEM/STEAM
- □ ACT Prep
- □ Advance Placement Test Prep
- □ Health
- □ Nutrition
- □ Youth Development
- □ Drug/Violence Prevention
- □ Counseling
- □ Character Education
- □ Service Learning
- □ End of Course Test (EOCT)
FORM F

Fiscal Manager/Bookkeeper Qualifications Form

Candidate Full Legal Name: ___________________   ____________________   ___________________  
First    Middle    Last

Please indicate which ONE of the three minimum qualifications the candidate meets and attach the  
appropriate verified supporting documentation.

☐ Baccalaureate degree with a minimum of 24 hours of business related courses, such as  
accounting, finance, or management.

➢ Attach official transcript(s) from accredited college(s) with qualifying courses and degree details

☐ Certified Public Accountant licensed in Louisiana.

➢ Attach an up to date copy of CPA license

☐ Masters degree in Accounting, Business Administration, Business Management, Finance, or  
Public Administration.

➢ Attach official graduate transcript and concentration certificate if it’s not specified on the transcript.

Verified by: _____________________________________________________________  
Contractor Representative

Approved by: _____________________________________________________________  
LDOE Representative
Budget Forms and Instructions

Click HERE for the budget forms

Instructions for Completing Budget Summary

The Budget Summary Form (SDEB 1) consists of one function, which is composed of nine major expenditure categories. These categories reflect the summary of totals from a more detailed budget analysis, which is the second part of the budget you must submit. The total dollar amount budgeted on the Budget Detail for each major expenditure category must equal the dollar amount budgeted for that expenditure category on the Budget Summary page. A legal representative of the entity, namely the Executive Director, LEA superintendent, mayor, etc. must sign these forms.

1. The Budget Detail Form is composed of nine major expenditure categories. These categories reflect the summary of totals from a more detailed budget analysis. The total dollar amount budgeted for each major expenditure category must equal the dollar amount budgeted for that expenditure category on the Budget Summary page.

2. Use an Object Code number – either 100, 200, 300, etc. – in the Object Code column and then provide the description of the expenditure that corresponds to the class of expenditure: for example, salaries, benefits, supplies.

3. When applicable, the approved Indirect Cost Rate (for LEAs only) must be listed on the form; this rate must be applied to the Operating Budget Subtotal when computing the indirect cost. For non-LEAs, IDC shall not exceed 10%. Please note that upon award the Department will provide instructions to have an IDC rate calculated.

4. Amounts budgeted for federal funds must be in accordance with EDGAR.

5. Expenditures must be justified in relation to the scope of the project goals, objectives, and activities. Fund requested under this proposal must not replace monies used to support existing programs. All funds must be spent (goods received and services rendered) during the fiscal year designated.

6. The following instructions for each budget category are based on the Louisiana Accounting and Uniform Governmental Handbook. Please carefully review these instructions before preparing the supplementary budget schedules.

**Code 100 Salaries:** On the Budget Detail Form, provide a detailed breakout of how the amount of salaries, wages, or stipends to be paid to program personnel who are employees of the contractor are computed. Give the number of months (weeks or hours) to be paid, and amount per month (week, hour). For each position, list the names and/or titles of employees and give a brief job description of each. Salaries must be in line with those in similar positions within the community.

**Code 200 Employee Benefits:** Show the total amount of appropriate employee benefits for program personnel. The employee benefits budgeted must be consistent with those budgeted for other applicant personnel. Benefits must be subdivided by type (e.g., social security, unemployment compensation, etc.) and a breakdown of rates charged identified by type.
Note: For contractual employees, you must obtain a ruling from the Internal Revenue Service regarding fringe benefits.

300 Purchased Professional and Technical Services: Give a breakdown of services to be rendered, all related expenses covered by the contract, the number of days or hours, and the rate per hour or day. Examples of items included (but not limited to) in this category are banking services, data processing, software licenses when purchased as part of the contract from the vendor or contractor, etc.

An amount for a contractor audit, if one is required, must be budgeted under this category. If a contractor receives a total of $750,000 or more in federal funds from all sources, an audit of the contractor must be made in accordance with federal guidelines. The audit must be completed and paid for prior to the end of the contract period.

400 Purchased Property Services: These services are performed by persons other than contractor employees. Examples of items in this category include custodial services, lawn care repairs, cleaning services, rentals, repairs, lease and maintenance, vehicle maintenance, etc. and must be pro-rated based on the amount of time the facility or institution is used by the proposer.

500 OTHER PURCHASED SERVICES: A detailed description of all costs must be shown. Examples of expenditures in this category include postage, telephone, printing, internet, operational allowance for bus drivers, subscriptions, transportation, field trips including food purchases, lodging, subsistence, registration fees, amount paid for workshops, in-services (e.g., food, rental of room, other charges associated with workshops purchased from the same vendor) and related items incurred by employees who are traveling on official business for the program. A cell phone is not an acceptable expenditure under 21st Century Community Learning Center funds. Out-of-state and overnight field trips are not allowed for participants enrolled in the 21st CCLC program.

Indicate in-state travel or out-of-state travel on the Budget Detail. Reimbursement rates must be justified based on LEA board action. If the proposer is a public entity, use your agency’s approved reimbursement rate for travel expenses. If proposer is not a public entity or if your agency does not have an approved reimbursement rate, you may elect to use the state-approved rates in effect. Current state rates are as follows: mileage - $.51/mile; meals - $46-$65 per day (depending on area of state); lodging - $77-$135 per night (depending on area of state) plus tax. For travel in high cost areas, refer to PPM49 for high cost rates. Any travel expenses above the state rates must be justified and approved by the Commissioner of Administration. http://www.doa.louisiana.gov/osp/travel/travelpolicy/pocketguide.pdf

Note: If a registration fee includes a fee for an individual membership to a professional organization, this fee is not reimbursable. OMB Circular A-87 clarifies that only an entity may be reimbursed for any professional dues and memberships; individual membership dues are not reimbursable through program funds.

600 Supplies: Items include after-school curricula and instructional materials, reference books, nutritional snacks, (when purchased from outside vendor), energy, office supplies of an expendable nature, etc.

700 Property: The purchase of property/equipment is an allowable expenditure through some federal proposal funds. An applicant must give a narrative justification if it proposes to purchase property. Proposers must show a direct relation between such a purchase and the accomplishment of goals and objectives and that a hardship would prevail must the purchase be denied; proposers must also provide assurance that equipment purchased will be used solely for programs covered under this proposal and will not be used for any unlawful, unauthorized, or illegal purposes. Equipment and property purchases must be maintained on an inventory list.

Inventory must be maintained for all equipment items with a unit cost of $1000 or more. When a contractor no longer receives funding under the 21st Century Community Learning Center program or the program’s contract...
has been revoked, all said equipment must be returned to the Department of Education, unless other arrangements are approved by the Louisiana Department of Education.

800 Other Objects: This category includes the amounts paid for goods and services not otherwise classified in categories 100 through 700.

900 Other Uses of Funds: This category is used to summarize amounts budgeted for transactions not properly recorded as expenditures but required for budgetary and accounting control.

SAMPLE BUDGET

## Budget with School Year (Afterschool) and Summer Identified

<table>
<thead>
<tr>
<th>Code</th>
<th>Expenditure Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>SALARIES</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Officials/Administrators/Managers</td>
<td></td>
</tr>
<tr>
<td>EXEMPT</td>
<td>Program Director - Full Time</td>
<td>$5000 per month x 12 months</td>
</tr>
<tr>
<td></td>
<td>Teachers</td>
<td></td>
</tr>
<tr>
<td>ELT</td>
<td>2 HS STEM Teachers (7 hours STEM courses per day) x 42,000 annual</td>
<td>$84,000.00</td>
</tr>
<tr>
<td></td>
<td>School Year After school</td>
<td>5 Afterschool Teachers x 20.00 per hour x 10 hrs per week x 20 weeks</td>
</tr>
<tr>
<td></td>
<td>Summer</td>
<td>5 teachers x 20.00 per hour x 20 hrs per week x 4 weeks</td>
</tr>
<tr>
<td>ADMIN</td>
<td>School Year /Summer</td>
<td>Data Clerk 1 @ 12.00 per hr x 15 hrs per wk x 40 weeks</td>
</tr>
<tr>
<td></td>
<td>Aides/Paraprofessionals</td>
<td></td>
</tr>
<tr>
<td>ELT-2 Paraprofessionals ( 7 hours per day assisting grant teachers) x 10,000 annually</td>
<td>$20,000.00</td>
<td></td>
</tr>
<tr>
<td>School Year Afterschool</td>
<td>2 paras x 10 per hr x 5 hrs per week x 20 weeks</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Summer</td>
<td>3 paras x 10 per hr x 20 hrs per week x 4 weeks</td>
<td>$2,400.00</td>
</tr>
</tbody>
</table>
**Veteran/Hudson**

**21st Century Community Learning Centers Program**

**Veteran/Hudson Initiative Page**

**Instructions**

Place a check in the box(s) of the initiative and subcontractor status that your organization qualifies. Additionally, provide the documentation to support the boxes chosen. NOTE: If a box has been checked and the proposer does not provide documentation the proposer will receive zero (0) points in this area. The proposer will only receive a maximum 12 (twelve points in this area).

<table>
<thead>
<tr>
<th>Points</th>
<th>Check the box that applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Veteran-Owned and/or Service-Connected Disabled Veteran-Owned Small Entrepreneurship (LaVET)</td>
<td>12</td>
</tr>
<tr>
<td>Hudson Initiative Small Entrepreneurship (SE)</td>
<td>10</td>
</tr>
<tr>
<td>Proposer NOT SE but partners/engages <strong>with more than one</strong> SE as a subcontractor or distributor.</td>
<td>8</td>
</tr>
<tr>
<td>Proposer NOT SE but partners/engages <strong>with one</strong> SE as a subcontractor or distributor.</td>
<td>4</td>
</tr>
<tr>
<td>SE that serves as the subcontractor has <strong>at least</strong> 10 years of experience with positive results.</td>
<td>3</td>
</tr>
<tr>
<td>SE that serves as the subcontractor has <strong>at least</strong> 10 years of experience with positive results.</td>
<td>2</td>
</tr>
<tr>
<td>SE that serves as the subcontractor has anticipated earnings of 30% of the total contract.</td>
<td>3</td>
</tr>
<tr>
<td>SE that serves as the subcontractor has anticipated earnings <strong>less than</strong> 30% of the total contract.</td>
<td>2</td>
</tr>
</tbody>
</table>

**TOTAL POINTS**
Performance Goals and Indicators Template and Instructions

FEDERAL REQUIREMENTS

Performance indicators should represent annual change – change from the prior year to the current or beginning of the year to the end of the year– not cumulative change over multiple years. For each Objective and Performance indicator, choose a performance target based on your needs assessment. Performance targets should be reasonable, yet challenging. You should be able to link each indicator to specific activities and strategies that your program will use to address the change.

Each applicant is REQUIRED to address all four objectives and the corresponding performance indicators noted in Table 1. An applicant may add three to five additional indicators in addition to those noted in Table 1. In the template the additional indicators should be placed after the four required indicators.

1. Review the template below in planning activities that are aligned with the performance indicators for the federal 21st Century Community Learning Centers objectives.
2. Copy AND paste the template below into the body of Project Design and Implementation Section OF THE APPLICATION PACKET. This will NOT count toward the allowed twenty (20) pages.
3. Include your program objective under each performance indicator.
4. Include an activity or activities with a brief description that identifies the number of days, sessions or hours that it will be offered.
5. Include the Performance indicator(s) of success. This will show the desired outcome, such as “85% of the students will improve at least one half grade level in math.”
6. Describe how it will be measured. This will be used to determine if the performance indicator has been met such as “State Assessments.”
Table 1

Performance Goals and Indicators Template

<table>
<thead>
<tr>
<th>Performance Goal 1: Participants in the program will demonstrate increased academic achievement in reading and mathematics.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Performance Indicator 1</strong>: Participants will show statistically significant progress in reading and mathematics scores as measured by the State Identified Assessment. <em>(Academic Performance – LA Framework)</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Objective 1:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activities to Support This Program Objective</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Performance Goal 2: Participants will demonstrate improved homework completion and class participation in other subject areas such as technology, arts, music, theater, and sports.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Performance Indicator 2</strong>: Students participating in the program will have a higher attendance rate and a change in their attitudes toward school as measured by after-school attendance data and student program surveys. <em>(Stakeholder Satisfaction and Attendance – LA Framework)</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Objective 2:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activities to Support This Program Objective</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Performance Goal 3: Participants in the program will demonstrate positive behavioral changes.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Performance Indicator 3</strong>: Students participating in the program will show improvements in measures such as increase in attendance, decrease in disciplinary actions, less violence, and a decrease in other adverse behaviors as measured by SIS data, student program surveys, teacher surveys and focus groups. <em>(Stakeholder Satisfaction and Attendance – LA Framework)</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Objective 3:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activities to Support This Program Objective</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Performance Goal 4: The 21st CCLC program will provide services that benefit the entire community by including families of participants and collaborating with other agencies and non-profit organizations.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Performance Indicator 4</strong>: The centers will offer enrichment and other support services for families of participants as measured by program sign-in sheets, partnership surveys, and the state annual performance report.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Objective 4:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activities to Support This Program Objective</td>
</tr>
</tbody>
</table>
[INSERT PARISH NAME] CONSENT FORM

Dear Parents and Guardians,

You are receiving this consent form because you have indicated interest in enrolling your student in a 21st Century Community Learning Center after school program. To enroll your child in this program, [INSERT PARISH NAME] must provide information about your student to the online registration system maintained by Youth Services, which will in turn be shared with the Louisiana Department of Education.

I understand that:

- To offer after school to my child, [INSERT PARISH NAME] will pursue registering my student in a 21st Century Community Learning Center.
- Youth Services and the Louisiana Department of Education will maintain the confidentiality of my student’s personally identifiable information in accordance with law.
- To register your student in this program, the following student data must be shared:
  - First and last name
  - Birth Date
  - Social security number or other student identifier
  - Grades and school attendance
  - Performance-related information like state assessment scores
- No additional data elements beyond those listed above will be requested or shared.

I CONSENT to the [INSERT PARISH NAME] disclosing my child’s personal information listed above to Youth Services and the Louisiana Department of Education for the purposes stated above.

My Full Name (please print) ____________________________________________________

Signature of Parent/Legal Guardian ______________________________________________

Date _______________________________________________________________________

Child’s Full Name (please print) ________________________________________________
SEC. 4205. LOCAL ACTIVITIES.

(a) AUTHORIZED ACTIVITIES - Each eligible entity that receives an award under this part may use the award funds to carry out a broad array of before and after school activities (including during summer recess periods) that advance student academic achievement, including —

(1) remedial education activities and academic enrichment learning programs, including providing additional assistance to students to allow the students to improve their academic achievement;
(2) mathematics and science education activities;
(3) arts and music education activities;
(4) entrepreneurial education programs;
(5) tutoring services (including those provided by senior citizen volunteers) and mentoring programs;
(6) programs that provide after school activities for limited English proficient students that emphasize language skills and academic achievement;
(7) recreational activities;
(8) telecommunications and technology education programs;
(9) expanded library service hours;
(10) programs that promote parental involvement and family literacy;
(11) programs that provide assistance to students who have been truant, suspended, or expelled to allow the students to improve their academic achievement; and
(12) drug and violence prevention programs, counseling programs, and character education programs.

(b) PRINCIPLES OF EFFECTIVENESS-

(1) IN GENERAL - For a program or activity developed pursuant to this part to meet the principles of effectiveness, such program or activity shall —
   (A) be based upon an assessment of objective data regarding the need for before and after school programs (including during summer recess periods) and activities in the schools and communities;
   (B) be based upon an established set of performance measures aimed at ensuring the availability of high quality academic enrichment opportunities; and
   (C) if appropriate, be based upon scientifically based research that provides evidence that the program or activity will help students meet the State and local student academic achievement standards.

(2) PERIODIC EVALUATION-
   (A) IN GENERAL - The program or activity shall undergo a periodic evaluation to assess its progress toward achieving its goal of providing high quality opportunities for academic enrichment.
   (B) USE OF RESULTS - The results of evaluations under subparagraph (A) shall be —
      (i) used to refine, improve, and strengthen the program or activity, and to refine the performance measures; and
      (ii) made available to the public upon request, with public notice of such availability provided.