

HUMAN SERVICES DEPARTMENT
STATE OF NEW MEXICO
GOVERNMENTAL SERVICES AGREEMENT

This **Governmental Services Agreement (GSA)** is made and entered into by and between the State of New Mexico, **Human Services Department** (hereinafter referred to as "HSD") and **Las Cruces Public Schools** (hereinafter referred to as the "Contractor") and is effective as of the date set forth below upon which it is executed by the Contractor and HSD.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

Outreach to children at 16 Las Cruces elementary schools in order to introduce healthy eating habits to these children. Contractor shall perform all services detailed in Exhibit A, Scope of Work, attached to this GSA, and incorporated in this GSA by reference.

2. Compensation.

A. The total amount payable to the Contractor under this GSA, shall not exceed two hundred eighty six thousand seven hundred forty five dollars and zero cents (\$286,745.00) detailed in Exhibit B, FY10 Budget. This amount is a maximum and not a guarantee that the work assigned to Contractor under this GSA to be performed shall equal the amount stated herein.

B. HSD shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed \$286,745.00 (as set forth in Exhibit B, Budget). The obligated Contractor cost share of 51% shall be processed as follows: 1% shall be met between October 1, 2009 and December 31, 2009, and the other 50% proportional to each invoice. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the HSD. All invoices MUST BE received by HSD no later than ten (10) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If HSD finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, HSD shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by HSD that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, HSD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

This GSA shall be effective July 1, 2009 and shall terminate on June 30, 2010, unless amended, extended, or terminated pursuant to the terms of this GSA.

4. Termination.

A. Termination. This GSA may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this GSA, HSD's sole liability upon such termination shall be to pay for acceptable work performed prior to the HSD's receipt of the notice of termination, if HSD is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this GSA. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this GSA may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by HSD or if, during the term of this GSA, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS GSA.

B. Termination Management.

Immediately upon receipt by either HSD or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this GSA without written approval of HSD; 2) comply with all directives issued by HSD in the notice of termination as to the performance of work under this GSA; and 3) take such action as HSD shall direct for the protection, preservation, retention or transfer of all property titled to HSD and records generated under this GSA. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of HSD upon termination and shall be submitted to HSD as soon as practicable.

5. Appropriations.

The terms of this GSA are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this GSA. If sufficient appropriations and authorization are not made by the Legislature, this GSA shall terminate immediately upon written notice being given by HSD to the Contractor. HSD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If HSD proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall

have the option to terminate the GSA or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent Contractors performing professional services for HSD and are not employees of Human Services Department or the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of HSD/state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this GSA. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind HSD unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this GSA or assign any claims for money due or to become due under this Agreement without the prior written approval of HSD.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this GSA without the prior written approval of HSD.

9. Release.

Final payment of the amounts due under this GSA shall operate as a release of HSD, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this GSA.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this GSA shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of HSD.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this GSA shall become the property of the State of New Mexico and shall be delivered to HSD no later than the termination date of this GSA. Nothing developed or produced, in whole or in part, by the Contractor under this GSA shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the GSA. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

This GSA shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

14. Merger.

This GSA incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written GSA. No prior GSA or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this GSA.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this GSA. If Contractor is found not to be in compliance with these requirements during the life of this GSA, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G), NMSA 1978. By execution of this GSA,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this GSA.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this GSA may be terminated by HSD.

19. Records and Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the GSA's term and effect and retain them for a period of five (5) years from the date of final payment under this GSA. The records shall be subject to inspection by HSD, the Department of Finance and Administration and the State Auditor. HSD shall have the right to audit billings both before and after payment. Payment under this GSA shall not foreclose the right of HSD to recover excessive or illegal payments.

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless HSD and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this GSA, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, sub-Contractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or sub-Contractor thereof has or is performing services pursuant to this GSA. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or sub-Contractor under this GSA is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of HSD and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the GSA, Contractor certifies, by signing this GSA, to:

(1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offer or reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

22. Invalid Term or Condition.

If any term or condition of this GSA shall be held invalid or unenforceable, the remainder of this GSA shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this GSA shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this GSA shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this GSA shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To HSD: Candice Hewitt, Program Manager
Human Services Department
P.O. Box 26507
Albuquerque, New Mexico 87125

To Contractor: Stan Rounds, Superintendent
Las Cruces Public Schools
505 South Main, suite 249
Las Cruces, New Mexico 88001

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this GSA on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

26. Debarment and Suspension.

A. Pursuant to 45 C.F.R. Part 76, Contractor certifies by signing this GSA, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this GSA, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; (4) have not, within a three-year period preceding the effective date of this GSA, had one or more public Agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

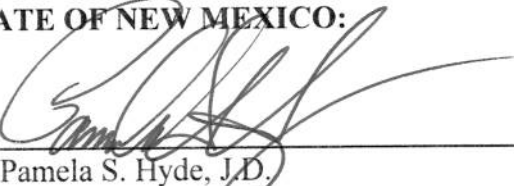
B. Contractor's certification in Paragraph A is a material representation of fact upon which the HSD relied when this GSA was entered into by the parties. Contractor shall provide immediate written notice to HSD's Program Manager if, at any time during the term of this GSA, Contractor learns that its certification in Paragraph A was erroneous on the effective date of this GSA or has become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's certification in Paragraph A was erroneous on the effective date of this GSA or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to HSD, the HSD may terminate the GSA.

C. As required by 45 C.F.R. Part 76, Contractor shall require each proposed first-tier sub-Contractor whose subcontract will equal or exceed \$25,000, to disclose to HSD, in writing, whether as of the time of award of the subcontract, the sub-Contractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. Contractor shall make such disclosures available to HSD when it requests sub-Contractor approval from HSD. If the sub-Contractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, HSD may refuse to approve the use of the sub-Contractor.

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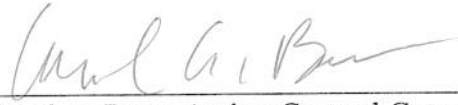
IN WITNESS WHEREOF, the parties execute this GSA as set forth below:

STATE OF NEW MEXICO:

By: 
Pamela S. Hyde, J.D.
Secretary, Human Services Department

Date: 9/4/09

Approved as to form and legal sufficiency:

By: 
Carol A. Baca, Acting General Counsel
Human Services Department

Date: 9/3/09

Governing Contractor Official:

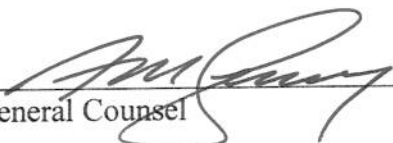
Title:
Signature: 

Date: 8/11/09

Designee: _____

Date: _____

Approved as to Form and Legal Sufficiency:

By: 
General Counsel

Date: 8/31/09

Exhibit A

Detailed Scope of Work including Performance Measures – Las Cruces Public Schools

a. Related State Objectives

The Las Cruces Public Schools project supports three of the state's 11 objectives:

1. By the end of each project, participants who do not consume US Dietary Guideline recommendations will:
 - i. increase their intake of fruits and vegetables by 1-2 cups per week.
 - ii. increase their intake of whole grains by 12 ounces per week.
2. iv. Participants who do not consume breakfast will eat breakfast daily

b. Audience

The LCPS project reaches children at selected elementary schools in the Las Cruces Public Schools District (LCPS). All 16 participating schools have free/reduced meal rates at or above 50 percent. Twelve of the district's schools participated in FY07, the second year of the program, representing 5,095 children. Two schools joined the program in FY08, when an estimated 6,068 children were reached. Two additional new schools joined the program in FY09, bringing the total to 16 schools and 7,318 students. The five remaining income eligible elementary schools in the district will join the program for FY10, bringing the total to 21 schools and about 9400 students.

The program reaches children in kindergarten through 5th grade. Most schools have included the special education classrooms in their totals. In a few schools, the developmentally delayed preschool classrooms participate and adapt the materials to meet the needs of their students.

A pilot project was conducted in one high school which achieved eligibility with census tract data. Students in an advanced Family and Consumer Science class developed lessons on nutrition and presented them to students in the freshman health classes. The pilot will be continued and further refined in FY10.

A pilot project in two middle schools will be initiated in FY10 (see below).

Focus on SNAP Eligibles

It is not feasible or desirable to separate young food stamp recipients from their peers in the school or other settings. LCPS seeks a waiver to conduct programs in schools at which 50 percent or more of students are eligible to receive free or reduced price meals. Teachers will not conduct tastings in schools with rates below 50 percent.

d. Project Description

The tastings program consists of seven lessons. Fruits and vegetables are tasted at six of the lessons, and whole grains are the feature of one lesson. One additional introductory lesson is

taught at all new elementary schools, bringing the total at those schools to eight lessons. Taught by the classroom teacher, each lesson lasts 45 minutes. The program coordinator or designee will conduct in-service training at the beginning of the school year for all teachers new to the program, including those at the five new elementaries as well as teachers new to the schools that are already participating in the program.

Four interactive bilingual take-home activity sheets were developed in 2006 for parents to complete jointly with their children. The sheets build the family's food selection and food preparation skills and help them strategize how to eat more fruits and vegetables. The take-home sheets address purchasing fruits and vegetables, making a rainbow salad, ways to eat fruits and vegetables on the go and tracking students' produce consumption.

Bulletin boards will be displayed in the school cafeterias to reinforce the concepts being taught in the classroom. Each month will feature a new display.

Teachers will receive educational materials that promote healthy eating and especially fruit and vegetable consumption as a way to enhance the curriculum and provide an incentive for them to extend the tasting concepts throughout the school day.

Parent open houses conducted at each school will include an interactive booth featuring the fruit and vegetable tasting program and encouragement to eat fruits and vegetables in the home.

e. Summary of Research

See Section E of Adult ICAN, above.

f. Modification of Project Methods/Strategies

School staff meetings

The program coordinator or her designee will attend one staff meeting at each of the schools that began the program in a previous fiscal year to refresh the teachers on the program, address questions; obtain feedback; promote the importance of fruits, vegetables, and whole grains; and reinforce the teaching regimen. Fruits and vegetable tastings will be a part of these meetings with teachers.

Cooking carts

The program director will encourage teachers to utilize their schools' cooking carts. One cooking cart was provided to each of the 12 year two schools at the onset of the 07-08 school year. Each cart includes food preparation equipment as well as cookbooks and science activity books that relate to food. The nine remaining "new" schools will be provided with cooking carts in the 09-10 school year plus funding for classroom cooking experiences. Each teacher will be allocated \$75 to spend during the 2009-2010 school year to purchase food items for use in classroom food preparation activities that focus on fresh produce and whole grains. Specific direction and guidance will be given to teachers about cooking activities that are beneficial to students as teachers have varying abilities for developing their own cooking activities.

Farmer letters

The project director will attempt to secure farmer letters from at least two local farmers. These will replace the farmer letters currently in the curriculum, which feature growers from northern New Mexico. These letters will help children celebrate the agriculture in the southern region of the state.

Whole grains focus

In FY10, the whole grain activities begun in FY08 will be built upon. The new whole grains lesson will be taught. A college nutrition student will conduct complementary whole grain tastings in the cafeteria two to four weeks after the classroom whole grains lessons are conducted.

Pilot high school project

A pilot project was initiated in FY09 at Las Cruces High School in conjunction with FCCLA students. The school has 2,500 students and is in a census tract covered by a requested waiver. The project featured food tastings prepared by students and offered to the students of the freshman mandatory health classes. In FY10, the lessons will be expanded and student-designed messages will also be delivered on the local intra-school television broadcasting system that promotes a healthy diet. Students will also develop product labels and post them on vending machines.

Pilot middle school project

A pilot at Lynn Middle School in Las Cruces with an income eligibility of 70.9% free and reduced will be conducted in FY10. Teacher taught nutrition lessons will be conducted monthly, called Food Fridays, with tastings of fruits, vegetables and whole grain foods to promote consumption of these categories of foods to all 787 students at the school. Educational lessons will be developed in conjunction with the school's science and social studies teachers and will include content from the Team Nutrition resource Empowering Youth with Nutrition and Physical Activity, and materials from the New Mexico Media Literacy Project. In order to increase the percentage of students eating breakfast, Lynn Middle School, in conjunction with the LCPS Nutrition Services Department, will implement an expanded breakfast model, using National School Breakfast funds. SNAP-Ed funds will be used to incorporate an education component about the importance of breakfast for student success.

A pilot at Sierra Middle School in Las Cruces with an income eligibility of 56.7% free and reduced will be conducted in FY10. The program will center on balanced diet and meeting the recommendations for fruits, vegetables and whole grains through teaching and diet analysis in the technology lab and physical activity classrooms. The class series will likely employ materials including Empowering Youth with Nutrition and Physical Activity. This nutrition emphasis will also be extended through student-designed messages through the school's media education program. Healthy foods tastings will be included in the program.

g. Use of Existing Educational Materials

Cooking with Kids created the bilingual tasting curriculum using non-SNAP-Ed funds. The CWK website makes it available free of charge at www.cookingwithkids.net. LCPS prints it at very low cost in-house. The Whole Grains Tasting unit was created using SNAP-Ed staff time match during the FY09 year.

h. Development of New Educational Materials

The district employs an in-house translator, meaning that any new farmer letters, tasting units or parent pieces can easily be produced in Spanish at no cost to SNAP-Ed.

i. Key Performance Measures/Indicators

The three performance indicators below tie to the three objectives listed above by the same numbers:

- 1a. At the end of a class series, 35% of LCPS participants will report they eat more fruits and vegetables than before the program started.
- 1b. At the end of the class series, 25% of LCPS participants will report they eat more whole grains than before the program started.
- 1c. At the end of the school year, 50% of Lynn Middle School students will eat breakfast on a regular basis during the school week.

3. Las Cruces Public Schools (LCPS)

a. Post tests

Older students will answer several oral questions with a show of hands. These questions will address the knowledge and behavior indicators mentioned above in the objectives section. The questions may vary by grade level. Answers will be recorded and tabulated across the entire program. The feedback allows the program coordinator to assess self-reported attitudinal and behavior change of the students. In addition, students at Las Cruces High School will use a Likert scale to evaluate foods they taste and to report their intention to eat such foods again. Middle school students will answer a written survey to address the knowledge and behavior indicators mentioned above in the objectives section.

b. NRI study

LCPS will also work with the team of evaluators from Cooking with Kids and Colorado State University to glean strategies and program improvement suggestions they have learned from their NRI project evaluating the CWK program in Santa Fe.

c. Management Evaluations

HSD will conduct an ME of Las Cruces Public Schools SNAP-Ed Program at least every other year using a procedure similar to that used by the USDA in evaluating NM SNAP-Ed.

d. School Breakfast

Data will be reported regarding participation in school breakfast program before and after education component.

4. LCPS collaborates with several agencies on its tastings program:

- As mentioned in the kidsCAN section above, LCPS will collaborate on an intensive Cooking with Kids program in FY10 at Loma Heights elementary school and Conlee with Doña Ana County Cooperative Extension Service's kidsCAN program. I am not sure if this is still going to happen next year. I believe it will.
- The Doña Ana County Cooperative Extension staff is invited to each school's parent open house night to promote the ICAN program.

Exhibit B - Las Cruces Public Schools SNAP-Ed State FY10 Budget

LCPS SFY10 SNAP-Ed Budget Total = \$580,582
 LCPS Cost Share (match)= \$290,291
 Maximum Federal Drawdown = \$286,745

State FY10 – 1st Fiscal Quarter - July 1, 2009- September 30, 2009

FFY09 total 4th quarter

Contractor Cost Share (match)

\$206,294.00 X 25% \$51,573.50

Federal Drawdown

\$187,540.00 X 25% \$46,885.00

No carry-over of balance to next quarter

State FY10 – 2nd, 3rd, 4th Fiscal Quarters - October 1, 2009- June 30, 2010

FFY10 total 1st, 2nd, 3rd quarters

Contractor Cost Share (match)

\$285,016.00 X 85% \$242,263.60

Federal Drawdown

\$282,188.00 X 85% \$239,859.80

No carry-over of balance to next state fiscal year

Project Name: LCPS FFY09						
Expenses*	(a) Non-Federal Public Funds		(b) Non-Federal Non-Public Funds	(c) Total Non- Federal Funds (a+b)	(d) Federal Funds	Total Funds (c+d)
	Cash	In-kind	Cash			
1. Salary/Benefits	\$ 189,145.00		\$ -	\$ 189,145.00	\$ 26,244.00	\$ 215,389.00
2. Contracts/Grants/ Agreements**		\$ -	\$ -	\$ -	\$ 2,595.00	\$ 2,595.00
3. Non-Capital Equipment/Supplies		\$ -	\$ -	\$ -	\$ 150,373.00	\$ 150,373.00
4. Educational Materials		\$ -	\$ -	\$ -	\$ 4,849.00	\$ 4,849.00
5. Travel**		\$ -	\$ -	\$ -		\$ -
6. Administrative		\$ -	\$ -	\$ -		\$ -
7. Building/Space	\$ 6,597.00	\$ -	\$ -	\$ 6,597.00	\$ -	\$ 6,597.00
8. Maintenance	\$ 10,552.00	\$ -	\$ -	\$ 10,552.00	\$ -	\$ 10,552.00
Sub-total 1-8	\$ 206,294.00	\$ -	\$ -	\$ 206,294.00	\$ 184,061.00	\$ 390,355.00
9. Equipment & Other Capital Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Total Direct Costs	\$ 206,294.00	\$ -	\$ -	\$ 206,294.00	\$ 184,061.00	\$ 390,355.00
11a. Indirect Cost***	\$ -	\$ -			\$ 3,479.00	\$ 3,479.00
11b. Indirect as match	\$ -					\$ -
12. Total Costs	\$ 206,294.00	\$ -	\$ -	\$ 206,294.00	\$ 187,540.00	\$ 393,834.00

Sub-grantee Name (if applicable): LCPS FFY10

Project Name:

Project Name:

Expenses*	(a) Non-Federal Public Funds		(b) Non-Federal Non-Cash	(c) Total Non-Federal Funds (a+b)	(d) Federal Funds	Total Funds (c+d)
	Cash	In-kind	Cash			
1. Salary/Benefits	263,378		0	263,378	44,795	308,173
2. Contracts/Grants/Agreements**	0	0	0	0	0	0
3. Non-Capital Equipment/Supplies	0	0	0	0	3,470	3,470
4. Educational Materials	0	0	0	0	222,604	222,604
5. Travel**	0	0	0	0	6,085	6,085
6. Administrative	0	0	0	0	0	0
7. Building/Space	8,323	0	0	8,323	0	8,323
8. Maintenance	13,315	0	0	13,315	0	13,315
Sub-total 1-8	285,016	0	0	285,016	276,954	561,970
9. Equipment & Other Capital Expenditures	0	0	0	0	0	0
10. Total Direct Costs	285,016	0	0	285,016	276,954	561,970
11a. Indirect Cost***	0	0	0	0	5,234	5,234
11b. Indirect as match	0	0	0	0	0	0
12. Total Costs	285,016	0	0	285,016	282,188	567,204