**Kansas Board of Regents**

**Adult Education**

Continuation Application

July 1, 2018 – June 30, 2019

**Due Date: April 30, 2018**

##  Part 1: Application Cover Sheet

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| --- |
| **Organization Information** |
| Legal Name of Applicant (Organization Name): |  |
| Address with zip code + 4: |  |
| Phone Number & Email: |  |
| Federal DUNS Number: |  |
| **Identified Official with Authority to Sign** |
| Name and Title: |  |
| Address with zip code + 4: |  |
| Phone Number & Email: |  |
| **Program Contact Information** |
| Name and Title: |  |
| Address: |  |
| Phone Number & Email: |  |
| **Business Manager/Finance Contact Information** |
| Name: |  |
| Address: |  |
| Phone Number & Email: |  |
| Are you a nonprofit organization reporting as a 501(c)(3)? Yes [ ]  No [ ]  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_

President or Superintendent Signature

**STATE USE ONLY – DO NOT WRITE BELOW THIS LINE**

\_\_\_\_\_\_\_\_\_\_\_ Approved Grant Award Amount

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_

Kansas State Director for Adult Education

## Part 2: Provider(s)

|  |
| --- |
| If this application includes sub recipients, identify all members. |
| **Provider Name(s)** |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |
| 5. |  |

Add additional lines, where necessary.

|  |
| --- |
| **Indicate the Counties where Adult Education Services are Provided** |
|  **County**  | **Local Area** | **Adult Education Services (indicate number)** |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |
| 5. |  |  |  |
| 6. |  |  |  |
| 7. |  |  |  |
| 8. |  |  |  |
| 9. |  |  |  |
| 10. |  |  |  |

Add additional lines, where necessary.

#### ADULT EDUCATION ALLOWABLE ACTIVITIES:

In accordance with WIOA Title II (Sec. 231), required local activities include one or more of the following categories:

1. Adult education;
2. Literacy;
3. Workplace adult education and literacy activities;
4. Family literacy activities;
5. English language acquisition activities;
6. Integrated English literacy and civics education;
7. Workforce preparation activities; or
8. Integrated education and training that—
	1. Provides adult education and literacy activities, concurrently and contextually with both, workforce preparation activities, and workforce training for a specific occupation or occupational cluster, and
	2. Is for the purpose of educational and career advancement.

By submitting a continuation funding application, grantees reaffirm their commitment to abide by all assurances as agreed to in the original FY 18 grant application, state laws and regulations, and federal laws and regulations pertaining to the administration and or delivery of services under this grant.

## Part 3: Narrative

Please address the following narrative sections for the continuation funding application

## Section 1: Substantive Changes (Maximum 1 Page)

This component of the application should briefly describe any substantive changes or deviations from the program’s original application, if applicable.

1. What substantive changes have occurred, or are proposed for the next program year?
2. Why were the substantive changes made?
3. How will the substantive changes affect students served by the program?

## Section 2: Performance Data Analysis

Describe how the adult education program performed in the overall assessment of core programs based on the core indicators of performance (e.g. Measurable Skill Gains, Credential Attainment, etc.).

1. Discuss how the assessment was used to improve quality and effectiveness of the program.
2. Discuss any plans to further increase performance in future reporting years.

## Section 3: Integration with One-Stop Partners

Describe how the program has integrated with one-stop partners, and what initiatives are either in place or planned to support further integration.

1. Describe what applicable career services the program provides as a partner in the one-stop system and what plans are to provide future services.
2. Describe how one-stop infrastructure costs are supported by the program.

## Section 4: Ensuring Equitable Access and Participation

Please describe the steps taken to ensure equitable access to, and equitable participation in, the project. Address the special needs of students, teachers, and other program beneficiaries in order to overcome barriers to equitable participation, including barriers based on gender, race, color, national origin, disability, and age.

## Section 5: Integrated English Literacy and Civics Education (Grantees Only)

Describe the program’s efforts in meeting the requirement to provide IELCE services in combination with integrated education and training activities.

1. Discuss any performance results, challenges, and lessons learned from implementing those program goals.
2. Discuss any plans to further increase performance in future reporting years.

Describe how the program is progressing towards program goals of preparing and placing IELCE program participants in unsubsidized employment in in-demand industries and occupations that lead to economic self-sufficiency.

1. Discuss any performance results, challenges, and lessons learned from implementing those program goals.
2. Discuss any plans to further increase performance in future reporting years.

Describe how the program is progressing towards program goals of ensuring that IELCE program activities are integrated with the local workforce development system and its functions.

1. Discuss any performance results, challenges, and lessons learned from implementing those program goals.
2. Discuss any plans to further increase performance in future reporting years.

## Part 4: Budget

Each application must include a budget detailing an estimated budget for federal, state and local funds. The budget should be completed on the Adult Education Basic Grant Budget Document provided and should include: the basic budget sheet, the federal and state basic budget detail sheet and the professional development federal budget detail sheet.

#### Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. DRUG-FREE WORKPLACE

 (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

Be advised that the determinations regarding the distribution of FY 2019 AEFLA funds are an agency action by the Kansas Board of Regents, an agency of the State of Kansas. In accordance with K.S.A. 77-601 et seq., The Kansas Board of Regents is hereby providing final notice that, with respect to the distribution of these funds, the board has taken final agency action. The distribution amount approved by the Board is set forth in this award notice. General Counsel Julene L. Miller is the agency officer who shall receive service on behalf of this office of any subsequent petition for judicial review of this action.  Any such petition for judicial review must be filed within 30 days of the date of this letter.

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a

drug-free workplace through implementation of paragraphs

 (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address. city, county, state, zip code)

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| **Adult Education and Family Literacy Act Local Grant Program** |
| **Name of Applicant:** |  |
| **Name and Title of Authorized Representative:** |  |
| **Signature: Date:** |

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

State of Kansas

Department of Administration

DA-146a (Rev. 06-12)

**CONTRACTUAL PROVISIONS ATTACHMENT**

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

 "The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

 The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018\_\_\_\_.

 1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

 2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

 3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the chargeshereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

 4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

 5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

 Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

 The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

 6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

 7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

 8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

 9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.