** Integrated English Literacy and Civics Education**

 **Innovation Grant Application**

 **FY18**

**Innovation Grant Application**

The Kansas Board of Regents makes available an Innovation Grant for Integrated English Literacy and Civics Education programs in the state of Kansas to expand IELCE programming.

This grant will provide support for innovation within IELCE programs, pursuant to Section 243 of the Workforce Innovation and Opportunity Act, focusing on:

1. preparing adults who are English language learners for, and place such adults in, unsubsidized employment in in-demand industries and occupations that lead to economic self-sufficiency; and

(2) integration with the local workforce development system and its functions to carry out the activities of the program.

Funds will be distributed through a competitive grant process, with the total amount available for FY18 at approximately **$50,000.**

**Eligible Recipients**

Institutions eligible for an IELCE Innovation Grant award must currently offer IELCE services.

**Award Period**

This Innovation Fund grant award is for the period beginning with the date of the award letter through June 30, 3018. All activities and expenditures must occur within the grant period. ***Funds will be subject to monthly reimbursement.***

**Purposes for Fund Grants**

The IELCE Innovation Grant will be awarded to eligible recipients, on a competitive basis, to support special projects focused on development, improvement and/or expansion of IELCE programs and activities. These activities should focus on training IELCE students to address regional or statewide workforce development needs in high skill, high wage, or high demand occupations in critical or emerging industries through a sector based approach.

Focus areas for the FY18 grant awards include:

1. Programs placing IELCE students in unsubsidized employment.
2. Development of contextualized curriculums to be used in Integrated Education and Training programs focused on training IELCE students for high-demand, high-wage occupations.
3. To facilitate the development and/or expansion of IELCE programs partnering with an employer to train IELCE students and place them in unsubsidized employment.

**Application Process**

Interested, qualified institutions must submit a proposal describing the nature and scope of the proposed project and the amount of funding requested. Proposals for Innovation Grants should include a cover sheet, a project application, a detailed budget, budget narrative and signed assurances.

**Submission Requirements**

A signed electronic copy of the Proposal must be submitted to: cbeene@ksbor.org no later than 5:00 p.m. on **November 1, 2017.** Proposals received after the due date will not be considered for an award.

|  |  |  |
| --- | --- | --- |
| **Documents** | **Due Date** | **Submit to** |
| Electronic copy of with all signatures on Cover Sheet, Application, Budget Information and contractual provisions and local assurances attachments (no hard copy required) | **11/1/17****5:00 p.m.** | **Connie Beene****cbeene@ksbor.org**  |

**Reporting Requirements**

A final narrative and a final expenditure report must be submitted no later than **August 17, 2018**. The program’s Adult Education Director is responsible for verifying reported information as well as ensuring reports are submitted as required. In addition, all student information and progress is required to be reported in PABLO as would any other adult education student.

**Failure to Commence Project**

If the project activities described in the grant proposal have not commenced within 60 days after acceptance of the grant award, the recipient must report in writing the steps taken to initiate the project, the reason for the delay and the expected start date, and submit an adjusted project timeline. If project activities have not commenced within 30 days of receipt of the above letter, KBOR may terminate the grant and the recipient will be required to return all unused grant funds with a complete accounting of all expenditures.

**Right to Terminate the Grant**

After a grant is awarded, any adjustments and/or modifications to the activities or budget amounts must be approved by KBOR prior to the change occurring. Failure to request grant changes in advance may result in the returning of funds expended without approval and/or termination of the grant. KBOR reserves the right to terminate any grant award and cease payment to the recipient for failure to comply with applicable laws, regulations, and/or terms of the grant assurances. Further, KBOR may seek reimbursement of any or all grant funds and may reclaim any equipment, durable goods and other property purchased with these grant funds if the recipient fails to perform in accordance with the terms of the grant assurances and reporting requirements.

**Unused Funds**

All grant funds awarded but not expended or encumbered by **June 30, 2018** must be returned to KBOR within 5 days after of the end of the grant award period.

**Kansas Board of Regents**

**Adult Education**

## IELCE Innovation Grant

|  |
| --- |
| **Organization Information** |
| Legal Name of Applicant (Organization Name): |  |
| Address with zip code + 4: |  |
| Phone Number & Email: |  |
| Federal DUNS Number: |  |
| **Program Contact Information** |
| Name and Title: |  |
| Address: |  |
| Phone Number & Email: |  |
| **Business Manager/Finance Contact Information** |
| Name: |  |
| Address: |  |
| Phone Number & Email: |  |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorized signature – Institutional President or Superintendent Date**

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

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

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

State Director for Adult Education

**IELCE Innovation Grant Application**

**A. Project Narrative**

* **Explanation and description of the overall proposed project**
* **Expected Measurable Outcomes/Project Deliverables**

(What will you measure to determine the impact/success of this project? What measurable outcomes will be documented?)

* **Project Evaluation Plan and Sustainability**

(How will you measure activities to determine if you are successful or need to make modifications to the project plan?)

* **Partnerships and Collaboration**

(Describe the role of partnerships with business and/or industry in your proposal as well as any other partnerships or collaboration.)

* **Funding Requested**

**B. Budget Narrative**

**C. Contractual Provisions Attachment and Local Assurances/Contractual Agreements.**

 Submit completed copies of these documents.

**Integrated English Literacy and Civics Education**

**Proposed Budget**

(Include only those funds that are being requested through the grant,

not any institutional or other grant funds)

|  |  |  |
| --- | --- | --- |
| **Budgeted Item****(Add lines as necessary)** | **Item Amount** | **Budget Total** |
| **Instruction:** |   |   |
|   |   |    |
|  |  |  |
|  |  |  |
| **Instructional Materials:** |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **Curriculum Development:** |  |  |
|   |    |   |
|   |   |    |
|   | **Total for Project** |  |

*(Add or delete rows as necessary)*

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 \_\_\_\_, 20\_17\_\_\_\_.

 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.

###### **LOCAL ASSURANCES**

We, as an eligible recipient for funds under the Workforce Innovation and Opportunity Act, hereby grant the following assurances:

* *Applicants submitting an application to the Kansas Board of Regents, certify they have read all application documents including any revised documents and agree to comply with all applicable federal requirements as outlined in the Workforce Innovation and Opportunity Act, subsequent federal requirements, state requirements, local laws, ordinances, rules and regulations, public policies herein and all others applicable*
* *To administer each program, service or activity covered in this application in accordance with all applicable statutes and regulations governing the Workforce Innovation and Opportunity Act.*
* *No funds expended under the Act will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the acquiring entity or the employees of the acquiring entity, or any affiliate of such an organization.*
* *Certifies by its representative’s signature hereon that neither it nor vendors used in expenditures with Workforce Innovation and Opportunity Act grant funds are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency.*
* *To comply with all reporting requirements in a timely manner and that the information reported is valid, reliable and accurate.*
* *Applicant certifies that they are not engaged in a boycott of Israel.*
* *To be in compliance with Executive Order 12246; Title VI of the Civil rights Act of 1964, as amended; Title IX Regulations; Section 504 of the Rehabilitation Act of 1973, as amended; Individuals with Disabilities Education Act and any other federal or state laws, regulations and policies which apply to the operation of the programs.*
* *Applicant will not discriminate on the basis of sex, race, color, national origin or disability in the educational programs, services or activities being provided.*

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Name of Institution

assures the Kansas Board of Regents its’ intent to comply with these Local Assurances as outlined in this document. Further, we are willing to explain, in writing, how we intend to comply with each of these assurances.

Original Signature of Authorized Administrator Title

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_