

Technical Centers That Work (TCTW)
Grant Packet
2016-17 School Year

(Applications must be received by the Office of College and Career Readiness not later than May 18, 2016 at 1:00 PM)

PART ONE
INTRODUCTION AND GENERAL INFORMATION TCTW Grant—
2016-17 School Year
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1. Introduction and General Information

This document constitutes a request for competitive, sealed grant awards from public area career centers seeking to implement *Technology Centers That Work (TCTW)*, either as a stand-alone school reform model or in partnership with one or more public high schools from the appropriate career-technical education consortium which would implement *High Schools That Work (HSTW)* and/or one or more middle schools from the same consortium of districts which would implement *Making Middle Grades Work (MMGW)*.

Organization - This document, referred to as a Grant Award, is divided into the following parts for the convenience of the grantee:

- Part One – Introduction and General Information
- Part Two – Grant-Related Requirements
- Part Three – Grant Submission Information
- Part Four – Terms and Conditions
- Part Five – Proposed Budget Summary (FV-4)
- Part Six – Assurances and Certifications

2. Background Information

Founded in 2007, the *TCTW* school improvement model is designed to assist shared-time area career centers in preparing graduates for postsecondary studies and employment in high-demand, high-wage, high-skill fields.

TCTW was modified from the Southern Regional Education Board's (SREB) *HSTW* design to address area career centers' specific challenges. Like *HSTW*, *TCTW* is an effort-based model founded on the conviction that most students can master rigorous career technical education (CTE) and academic studies if schools create an environment that motivates them to make the effort to succeed.

Area career center leaders and teachers can take these actions to motivate students to achieve at high levels:

- Expand students' opportunities to pursue a career-focused program of study that joins a "ready" academic core and a CTE concentration taught in ways that enable students to see the usefulness of what they have been asked to learn.
- Create supportive relationships between students and adults and between home high school and area career center staff. These relationships provide students with the support needed to meet challenging course standards and complete a career-focused program of study, enabling more students to transition successfully from the high school to postsecondary studies, advanced training or work.
- Work with parents and home high schools to help students set educational and career goals and complete the right combination of academic and CTE courses that prepare them for postsecondary studies, further training or employment.
- Support teachers with common planning time and professional development to improve what and how students are taught.

The *TCTW* initiative builds the capacity of technology center staff to teach essential college and career-readiness academic standards in the context of CTE courses through authentic projects, problems and activities. This emphasis highlights the shift from old views of CTE as a way to teach occupational skills to low-achieving students to new beliefs that CTE, embedded with academic skills and intellectually demanding assignments and joined with a coherent sequence of academic courses, can help more students complete high school and graduate prepared for a wide variety of postsecondary options.

Missouri began working with SREB-affiliated school improvement initiatives by joining the *HSTW* consortium during the 2001-2002 school year. The decision to join was a result of the recognition of the connection *HSTW* provided to state efforts to upgrade graduation requirements, and enhancement of CTE. *HSTW*, which integrates academic and career education areas, can serve as one of the multiple pathways by which students can meet state standards.

The tailored alignment for shared-time CTE centers of instruction which met Missouri's goals provided the rationale to expand consortium membership to include *TCTW* during the 2008-2009 school year.

Following are the Goals and Conditions for Continuous Improvement, Goals and Conditions for Accelerating Student Achievement, and Key Practices of *TCTW* programs.

TCTW Goals/Conditions for Continuous Improvement

The mission of *TCTW* is to create a culture of high expectations that motivates students to make the effort to succeed in school. To achieve this mission, *TCTW* has set several goals for continuous improvement:

- Increase the percentage of career-technical (CT) students who meet college- and career-readiness goals to at least 85 percent.
- Increase the percentages of technology center graduates who complete a career/technical concentration and enter postsecondary studies or employment within the field for which they were prepared.
- Increase the percentage of high school students who enter the technology center and graduate on time to 95 percent.
- Advance state and local policies and leadership initiatives that sustain a continuous school improvement effort.
- Work with middle grades schools to guide students in creating programs of study that consist of courses that prepare students for high school and technology center courses.
- Increase annually the percentage of students leaving the technology center with postsecondary credit or having met standards for postsecondary studies.
- Increase annually the percentage of technology center high school graduates that pass an approved industry certification examination.

TCTW Goals/Conditions for Accelerating Student Achievement

TCTW believes everyone — teacher, school, district, local and state leaders — must work together to create the conditions in which student achievement, graduation rates and school culture can improve. To achieve this, schools and districts should do the following:

- Create a clear, functional mission statement to prepare students for success in postsecondary education and the workplace.
- Develop strong, committed leaders to improve the quality of instruction and raise student achievement in grades nine through adulthood.
- Plan an organizational structure and process that ensures continuous involvement with faculty on what to teach; how to teach it; what students are expected to learn; how to assess what they have learned; and how faculty relate to each other, to the students and to the home high school, family and community.
- Have qualified teachers with in-depth knowledge of their program/content areas and of teaching strategies appropriate to students' needs for success. Alternatively certified technology center teachers lacking certification in their content areas should be supported by the technology center to acquire them.
- Commit to achieving and implementing the *TCTW* Goals and Key Practices and having all students complete a career-technical concentration and rigorous academic core.
- Work with home high schools to adopt flexible schedules, enabling students to attend technology centers, earn college credit and certifications, and complete an upgraded academic core.
- Support teachers with instructional materials, planning time, and professional development for implementing new curricula and research-based instructional methods.

Key Practices

Technology Centers That Work (TCTW) has identified a set of Key Practices that impact student achievement through development of multiple programs of study that prepare students for postsecondary studies and careers. These Key Practices provide direction and meaning to comprehensive school improvement:

- **High Expectations:** Motivate more students to meet high expectations by integrating high expectations into classroom practices and giving students frequent feedback.
- **Program of Study:** Require each student to complete a plan of study leading them to complete a true concentration in an approved sequence of at least four career-technical (CT) courses and an upgraded academic core leading to preparation for postsecondary studies and a career.
- **Academic Studies:** Teach more students the essential concepts of the college-preparatory curriculum by encouraging them to apply academic content and skills to real-world problems and projects within their CT studies.
- **CT Studies:** Provide more students access to intellectually challenging CT studies in high-demand fields that emphasize higher-level mathematics, science, literacy and problem-solving skills needed in the workplace and in further education.
- **Work-Based Learning:** Enable students and their parents to choose from programs that integrate challenging high school CT studies and work-based learning and are planned by educators, employers and students.
- **Teacher Collaboration:** Provide cross-disciplinary teams of teachers the time and support to work together to help students succeed in challenging CT and academic studies. Integrate reading, writing and speaking as strategies for learning into all parts of the curriculum, and integrate mathematics and science into CT classrooms.
- **Students Engagement:** Engage students in CT and academic classrooms in rigorous and challenging assignments using research-based strategies and technology.
- **Guidance:** Involve students and their parents in a guidance and advisement system that develops positive relationships and ensures completion of a CT concentration with an approved sequence of at least four courses and an accelerated program of study. Provide each student with an adult mentor who works with them throughout high school to assist with setting goals, selecting courses, reviewing progress and pursuing appropriate interventions as necessary.
- **Extra Help:** Provide a structured system of extra help to assist students in completing accelerated programs of study with high-level academic and technical content.
- **Culture of Continuous Improvement:** Use student assessment, program evaluation data, technology center performance reports, program enrollment, retention and placement reports, college remediation reports, student follow-up reports and advisory committee input to continuously improve school culture, organization, management, curriculum and instruction to advance student learning.

Challenging Academic and Technical Curriculum

The centerpiece of TCTW is a challenging curriculum focused on preparing high school students for further education and the workplace. SREB recommends each student complete the following:

- At least **four English courses**, with the content and performance standards of college-preparatory English that emphasize reading, writing and presentation skills. Students should read the equivalent of eight books

annually, write short papers weekly and write one or more research papers annually. Students revise work until it meets standards.

- At least **four credits in mathematics** including Algebra I, geometry and Algebra II. A fourth higher-level mathematics course or a specially-developed mathematics course designed to prepare students for postsecondary studies is strongly recommended. This will help 11th-graders who are unprepared for college-level studies avoid remedial mathematics in college or advanced career studies.
 - Students completing Algebra I in grade eight will be required to complete three additional years of mathematics.
 - Students take mathematics their senior year.
 - All career and technical courses focus on numeracy and literacy in the language of the technical area.
- At least **three college-preparatory science courses** — biology, chemistry, physics or applied physics, or anatomy/physiology. Students conduct lab experiments and investigative studies; read, critique and discuss three to five books or equivalent articles about scientists, scientific discoveries and how science is used in the real world; keep lab notebooks; make presentations; and complete research projects and written reports. Students design and conduct group or individual projects. *TCTW* recommends that schools using block schedules require four years of science.
- At least **three college-preparatory social studies courses** emphasizing reading and writing to learn. Students read five to eight books or equivalent articles, write weekly, make presentations, complete research projects, and prepare at least one major research paper in each course.
- At least **one computer course** or demonstrated proficiency in computer technology beyond simple keyboarding, which students should take early in high school to be prepared to use computer-based technical skills in other classes.
- At least **four credits in a concentration** that consists of an approved sequence of career and technical courses. Each student should have a choice from at least four career and technical concentrations in career cluster pathways at school sites, work sites, career and technical centers, postsecondary institutions; and a blended concentration, such as mathematics/science/technology or humanities and business studies. Each concentration should include one or two Advanced Placement (AP), International Baccalaureate (IB) or dual credit courses.

3. Maximum Funding Award for Initial Year

\$12,500 (base funding) to up to \$19,000. Grant funds will be variable the first year depending on the applicant's area of focus and the cost of the technical assistant visit (TAV) that must take place during the fall of the initial year of funding.

4. Grant Renewal

Grants made available through this grant award are eligible for renewal annually for a maximum total period of performance which may not exceed five (5) years. Aside from reduced funding each year based on a varying formulaic scale described below, all terms and conditions from the original period of performance shall remain in place and in effect during each renewal period, unless specified otherwise by the Department. The Department shall determine grant renewal eligibility upon the availability of funds and the grantee's progress made toward implementation of the *TCTW*, as a stand-alone initiative, or in partnership with one or more *HSTW* and/or *MMGW* sites.

Second-year renewals shall be budgeted at not more than 200 percent of year one base funding or \$25,000.00. Year three funding shall be at an amount not to exceed 150 percent of year one base funding or up to \$18,750.00, with year four's budget not to exceed 125 percent of the original year one base funding level up to \$15,625.00. The final available grant renewal in year five will be funded up to a level equal to year one's base funding level not to exceed \$12,500.00.

Grant renewals are contingent upon the school/district successfully completing and evaluating the activities outlined in the school's TCTW plan and submitting a program summary report for the previous year along with a request for funds (FV4) not later than June 15 of each grant year.

5. Contact Person

Grantees may contact the following representative of the Office of College and Career Readiness regarding questions relating to this grant award:

Janice Rehak, Coordinator
Office of College and Career Readiness
Department of Elementary and Secondary Education
P.O. Box 480
Jefferson City, Missouri 65102-0480
573-526-4900

PART TWO GRANT-RELATED REQUIREMENTS

1. **Specific TCTW Grant Requirements**--Any grantee selected for funding through this grant award will have the following requirements placed upon them by the Department as a condition of funding:
 - 1.1 The appointment of site leaders such as a superintendent, school board members, site-based advisory committee members, building administrator and a core group of teachers who examine the goals, key conditions, and key practices of the program(s) for which the grantee has received funding. This group should have the authority to make policy changes necessary to ensure the types of changes necessary to fulfill a minimum commitment of five years to implement said goals, practices and conditions.
 - 1.2 Host an onsite, three-day technical assistance visit (TAV). The TAV is chaired by SREB staff and includes team members chosen by the school, SREB staff and DESE staff. The purpose of the visit is to help school leaders and teachers identify changes needed to achieve TCTW goals. The report generated as a result of the TAV is the basis for the school's five year improvement plan.
 - 1.3 Develop a five year improvement plan using data gleaned from the TAV and/or other relevant sources.
 - 1.4 Participate in at least one onsite staff development workshop with SREB staff. Generally this workshop consists of "unpacking" the TAV report and results in the school's development of an initial plan.
 - 1.5 Schools are highly encouraged to send a team of at least three persons, including a teacher, building administrator, and a school counselor to the 30th annual High Schools That Work Staff Development Conference, July 13-16, in Louisville, Kentucky. See http://www.sreb.org/page/1142/summer_conference.html for conference information and registration.
 - 1.6 The appointment of someone to coordinate TCTW action planning; staff development; technical assistance; coordinate data collection; monitor progress; foster communication; attend meetings called by Missouri's state coordinator; and integrate the TCTW goals and key practices with other school improvement efforts.
 - 1.7 Support of academic and career teachers with staff development, materials and time to work together to implement the key practices.
 - 1.8 Organization of a school improvement committee comprised of key academic and career teachers, and administrators, guidance counselors, representatives of business and industry, and postsecondary education. Subcommittees are named to address curriculum, guidance, evaluation and staff development.
 - 1.9 Participate in the TCTW teacher and student surveys during years one, three, and five. Of the grant cycle to obtain baseline data and to measure progress in raising student achievement. The cost of the assessment is estimated to be approximately \$2,500 for the recommended sample of 60 students.
 - 1.10 Active membership in the state and multi-state TCTW network for sharing information and ideas.

- 1.11 Completion and submission of the **annual self-study and annual progress report** by the deadline set forth by the Department and/or SREB.
- 1.12 Maintenance of a **follow-up** system for *TCTW* graduates.
- 1.13 Providing students **access to modern career courses** either at the high school, area career center, college or university or in a work setting that is connected to school-based academic and technical studies. Site leaders work closely with employers and two-year postsecondary institutions.
- 1.14 Payment of any SREB-levied membership dues for program participation. As of the release of this grant award, only *TCTW* has such a fee for membership into the program network. The anticipated fee structure for the 2016-17 school year is \$1,000 for each *TCTW* site with a faculty of less than ten teachers, \$2,000 for a school with 10-25 teachers, and \$3,000 for a faculty larger than 25 teachers.
- 1.15 All expenditures from this grant must align to the school's *TCTW* plan.
- 1.16 Provide the Department an annual summary of goals, objectives, data on where the school is in meeting goals and objectives, achievements, activities, and other information.
- 1.15 Submit all fiscal reports and requests within announced timeframes.

2. General Grant Requirements

- 2.1 Any grant issued by the Department as a result of this grant award shall consist of: (1) all provisions and requirements set forth and/or referenced in the grant award and any amendments thereto and (2) the grant submitted by the grantee in response to the grant award. In the event of a conflict in language between the two (2) documents referenced above, the provisions and requirements set forth and/or referenced in the grant award shall govern. However, the Department reserves the right to clarify any grant-related relationship in writing with the concurrence of the grantee, and such written clarification shall govern in any case of conflict with the applicable requirements stated in the grant award or the grantee's grant. In all other matters not affected by the written clarification, if any, the grant award shall govern. The grantee is cautioned that the submitted grant may be subject to acceptance by the Department without further clarification.
- 2.2 Any change in the grant including the Technical Specifications described in Part Two of this grant award, whether by modification and/or supplementation, must be accomplished by a formal grant amendment signed by the duly-authorized representatives of the grantee and approved by the Department. Any amendment to the grant shall: (1) specify an effective date; (2) specify any increase or decrease in the amount of the grantee's compensation, if applicable; (3) describe changes, if any, to the provisions of the grant, (4) be entitled as an "Amendment"; and (5) be signed by the parties previously identified. The grantee should expressly and explicitly understand and agree that no other method and/or no other document, including correspondence, acts, or oral communications by or from any person, shall be used or construed as an amendment to the grant.
- 2.3 The grant shall be construed according to the laws of the State of Missouri. The grantee(s) selected to receive a grant as a result of this grant award, hereafter the grantee, shall comply with all local, state, and federal laws and regulations related to the performance of the grant to the extent that the same may be applicable. Where appropriate, the grantee must be registered with

and maintain good standing with the Secretary of State of the State of Missouri, as may be required by law or regulation.

- 2.4 The grantee shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the State of Missouri, its officers, agents and employees harmless from and against any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.5 The initiation of any grant is contingent upon the Department's receipt of sufficient funds from the Missouri General Assembly, U.S. Department of Education, or other sources. Otherwise, any grant resulting from this grant award is void and of no force and effect.
- 2.6 The grantee shall fully coordinate its activities in the performance of the grant with those of the Department. As the work of the grantee progresses, advice and information on matters covered by the grant shall be made available by the grantee to the Department throughout the effective period of the grant.
- 2.7 The grantee shall not assign any interest in the grant and shall not transfer any interest, whatsoever, in the grant to another entity without the prior written consent of the Department.
- 2.8 The grantee agrees and understands that the grant shall constitute an assignment by the grantee to the Department of all rights, title and interest in and to all causes of action that the grantee may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular goods or services purchased, developed or procured by the grantee in the fulfillment of the grant with the Department.
- 2.9 In accordance with all applicable provisions of the Revised Statutes of the State of Missouri, no official or employee of the State agency or its governing body and no other public official of the State of Missouri who exercises any function or responsibility in the review or approval of the undertaking or carrying out of the scope of work covered by the grant shall voluntarily acquire any personal interest, directly or indirectly, in the grant or proposed grant.
- 2.10 The grantee assures that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services in fulfilling the grant. The grantee further assures that no person having any such known interest shall be employed or an interest conveyed to another person, directly or indirectly, in the grant.
- 2.11 No provision in this document or in the grantee's grant award shall be construed as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim of default or breach of the grant.
- 2.12 The Department may cancel the grant at any time for a breach of any grant-related obligation or non-compliance of acts, regulations or issuances of policy statements by providing the grantee with a written notice of such cancellation. Should the Department exercise its right to cancel the grant for such a reason, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the grantee.
- 2.13 In connection with the furnishing of supplies or the performance of work under the grant, the grantee agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Employment Opportunity Act and all other applicable Federal and State laws, regulations and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subgrants awarded by the grantee.

- 2.14 The grantee shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the grant. In addition to the liability imposed upon the grantee on the account of personal injury, bodily injury (including death), or property damage suffered as a result of the grantee's performance under the grant, the grantee assumes the obligation to save the Department, including its agencies, employees, and assigns, harmless and to indemnify the Department, including its agencies, employees, and assigns, from every expense, liability or payment arising out of such negligent act. The grantee also agrees to hold the Department, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subgrantee or other person employed by or under the supervision of the grantee under the terms of the grant.
- 2.15 The Federal government requires the Department to include the following paragraphs pertaining to clean air if Federal funds are expended: grants and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 316 of the Clean Air Act (42 U.S.C. 1857(h)). Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal grants, grants, or loans of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the grant or agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). Grantees shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- 2.16 All subgrantees assume full liability for the actions of themselves for expenditures determined by the Department to be unallowable.
- 2.17 The grant shall not bind, nor purport to bind, the Department for any grant-related commitment in excess of the original grant period. The Department shall have the right, as its sole option, to extend the grant for: acts, regulations, issuances, rules and policies as identified within this grant award and any grant entered into as a result of any grant award containing certain limitations or sanctions that may be brought against the grantee.
- 2.18 The grantee agrees to comply with the Generally Acceptable Accounting Principles (GAAP) and all applicable OMB circulars.
- 2.19 The Department has the right to monitor program and fiscal activities under this Project Agreement to ensure that performance goals are being met and that appropriate administrative procedures, controls and records are maintained and Project Agreement terms and conditions are being fulfilled. The grantee and any subgrantee shall permit on-site visits by the Department, U.S. Department of Education, and any other State or Federal agency as legally authorized to monitor all activities under this Project Agreement for which funds have been provided.
- 2.20 The grantee shall implement and operate debarment/suspension procedures as issued by the Department and any amendments or revisions thereto, which by reference are incorporated herein and made a part hereof as if fully rewritten.
- 2.21 The grant is subject to all terms and conditions of any amendments or revisions thereto, which by this reference is incorporated herein as if fully rewritten.
- 2.22 The grant is subject to all terms and conditions of 20 Code of Federal Regulations (CFR) 626 through 638 and any amendments or revisions thereto, which by this reference are incorporated herein as if fully rewritten.

- 2.23 The grantee agrees to abide by any letters or memorandums issued by the Department relating to policy decisions on the administration of the grant.
- 2.24 The grantee shall retain all records pertinent to all grants and agreements, including financial, statistical, property, participant records and supporting documentation for a period of three (3) years from the date of obligation of funds. Records for nonexpendable property shall be retained for a period of three (3) years after final disposition of the property. The aforementioned records will be retained beyond three (3) years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved.
- 2.25 The Department, the State Auditor's Office, and any of these agencies' designated representatives at any time during normal business hours and as often as deemed necessary shall have the right to monitor or audit activities and review, copy, make excerpts of transcripts of any or all books and records, reports, correspondence, grants, forms, invoices, materials, payrolls, records of personnel, files or other such documentation at any site for which funds have been provided under this grant. The monitoring function may be implemented through the use of internal evaluation procedures, the examination of program data, special analysis, on-site checking or any other procedure the Department and/or the State Auditor's Office deem necessary and appropriate.
- 2.26 The grantee and any subgrantees shall be in compliance with the provisions for accessibility, conditions, hiring practices, etc., contained in the Americans with Disabilities Act, as amended.
- 2.27 The grantee assures that the federal government and/or State, as applicable, retains full rights, ownership, and privileges of free use for any products (inventories, patents, copyrights, data, reports, studies and other real or tangible property) of funds provided under this grant.
- 2.28 The grantee concurs that the Department shall be entitled to a price adjustment, to exclude any significant sum by which the price was increased because the grantee had submitted data that was not accurate, complete or current as contained in the response to this grant award.
- 2.29 As a condition to the award of financial assistance, the grantee assures, with respect to all agreements or arrangements, to carry out the activity funded through any grant resulting from this grant award, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Development Act, as amended, including the Nontraditional Employment for Women Act; Title VI of the Civil Rights Act, as amended; Section 504 of the Rehabilitation Act, as amended; the Age Discrimination Act, as amended; Title IX of the Education Amendments, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.
- 2.30 Termination: The DESE reserves the right to terminate the grant at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the grantee at least thirty (30) calendar days prior to the effective date of such termination. The grantee shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.31 All documents, data, reports, supplies, equipment and accomplishments prepared, furnished or completed by the grantee pursuant to the terms of the grant shall, at the option of the Department, become the property of the Department. The grantee shall be entitled to receive just

and equitable compensation for services and/or supplies delivered to and accepted by the Department pursuant to the grant prior to the effective date of termination.

- 2.32 As directed by the Department, the grantee shall either cancel all open commitments previously made per the grant or (without entering any new commitments) shall continue with execution of such open commitments.
- 2.33 If the open commitments are cancelled, the Department shall pay all costs (including penalties) resulting from the cancellation.
- 2.34 If such commitments continue to be executed, the grantee shall be entitled to be paid for the grantee's services pursuant to the requirements of the grant as if such cancellation had not occurred.
- 2.35 Property of Department: The grantee shall agree and understand that all deliverables developed as a result of the grant shall become the property of the Department with all rights and interests for present and future use as deemed appropriate by the Department.
- 2.36 The grantee shall be responsible for obtaining copyrights as appropriate in the name of the Department as instructed and approved by the Department. If approved, the grantee shall be reimbursed the actual cost paid for obtaining any copyright and registration fee for a logo.
- 2.37 The Department shall have the full right to reproduce and/or use any products derived from the grantee's work under the grant without payment of any royalties, fees, etc. except for those fees, royalties, etc. charged by a subgrantee, provided that: (1) the subgrantee requires the payment of such royalties, fees, etc. and (2) the Department agrees to pay the royalties, fees, etc. for continuous use of the product prior to performance by the subgrantee or use of the subgrantee's property.
- 2.38 The grantee shall agree and understand that all discussions with the grantee and all information gained by the grantee as a result of the grantee's performance under the grant shall be confidential and that no reports, documentation or material prepared as required by the grant shall be released to the public without the prior written consent of the Department.
- 2.39 The grantee shall defend, indemnify and hold harmless the Department, including its officers, agents and employees in all suits of law or in equity alleging patent, trademark or copyright infringement, defamation (libel and/or slander), violation of privacy rights, violation of the right of publicity, misappropriation of trade secrets, or unfair competition concerning or arising from the grantee's performance or products produced under the terms of the grant.
- 2.40 Grantee Liability: The grantee shall be responsible for any and all personal injury (including death) or property damage as a result of the grantee's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the grant. In addition, the grantee assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The grantee also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subgrantee or other person employed by or under the supervision of the grantee under the terms of the grant.

The grantee shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

Under no circumstances shall the grantee be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the grantee is informed of their possibility.

- 2.41 Insurance: The grantee shall understand and agree that the Department cannot save and hold harmless and/or indemnify the grantee or employees against any liability incurred or arising as a result of any activity of the grantee or any activity of the grantee's employees related to the grantee's performance under the grant. Therefore, the grantee must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Department, its employees, its clients and the general public against any such loss, damage and/or expense related to his/her performance under the grant.
- 2.42 Grantee Status: The grantee represents himself/herself to be an independent grantee offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the Department. Therefore, the grantee shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the department, its officers, agents, and employees, harmless from and against any and all loss, cost (including attorney fees) and damage of any kind related to such matters.
- 2.43 Coordination: The grantee shall fully coordinate all grant activities with those activities of the state agency. As the work of the grantee progresses, advice and information on matters covered by the grant shall be made available by the grantee to the DESE throughout the effective period of the grant.
- 2.44 Subgrantees: Any subgrants for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all grant obligations agreed to by the grantee and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the grantee. The grantee shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subgrant. The grantee shall agree and understand that utilization of a subgrantee to provide any of the products/services in the grant shall in no way relieve the grantee of the responsibility for providing the products/services as described and set forth herein. The grantee must obtain the approval of the State of Missouri prior to establishing any new subgrantee arrangements and before changing any subgrantees. The approval shall not be arbitrarily withheld.
- 2.45 The grantee agrees and understands that the State of Missouri's agreement to the grant is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the grantee agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The grantee further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.46 Transition: Upon award of the grant, the grantee shall work with the Department and any other organizations designated by the Department to insure an orderly transition of services and responsibilities under the grant and to insure the continuity of those services required by the Department.

- 2.47 Upon expiration, termination or cancellation of the grant, the grantee shall assist the Department to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the grant to an organization designated by the Department, if requested in writing.
- 2.48 The grantee shall deliver, FOB destination, all records, documentation, etc., which were required to be produced under the terms of the grant.
- 2.49 The grantee shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the grant for a period not to exceed 30 calendar days after the expiration, termination or cancellation date of the grant for a price not to exceed those prices set forth in the grant.
- 2.50 The grantee shall discontinue providing service or accepting new assignments under the terms of the grant on the date specified by the Department in order to insure the completion of such service prior to the expiration of the grant.
- 2.51 The grantee understands and agrees that by signing the grant award, they certify the following:
- a. The grantee shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - b. If the grantee is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the grantee has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the grantee from doing business with the state.
 - c. The grantee agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

PART THREE
GRANT SUBMISSION INFORMATION

1. Grant Submission

1.1 Grants must be signed, sealed and returned (with all necessary attachments) to the Department. Receipt of the grant by the Department, through available means described below, must occur no later than May 18, 2016, at 1:00 p.m.

1.1.1 Specifically, any form containing a signature line such as page one of the original grant award and any amendments, joint signature pages, etc., must be signed and returned as part of the grant.

1.1.2 The sealed envelope or container containing a grant should be clearly marked on the lower left corner with: (1) the official grant title and (2) the official close date and time. The grant should be mailed or delivered by courier service to the Missouri Department of Elementary and Secondary Education, Attention: Dennis Harden, Coordinator of Career Education, Office of College and Career Readiness, P.O. Box 480, 205 Jefferson St., Jefferson City, Missouri, 65102-0480.

1.1.3 In addition to the original grant, the grantee must include two (2) copies of the original grant.

1.1.4 The grantee shall not submit a grant by facsimile machine, email or other electronic means because only sealed grants are acceptable in response to this grant award.

1.1.5 To meet the requirements, the grantee may hand carry and deliver a grant to the Missouri Department of Elementary and Secondary Education, Attention: Janice Rehak, Coordinator of Career Education Curriculum, Office of College and Career Readiness, P.O. Box 480, Jefferson City, Missouri, 65102-0480 no later than May 18, 2016, at 1:00 p.m. The Office of College and Career Readiness is located on the 5th Floor of the Jefferson Building, at 205 Jefferson Street, Jefferson City, Missouri.

1.2 The grantee must respond to this grant award by submitting all data required herein in order for the grant to be evaluated and considered for a grant award. Failure to submit such data shall be deemed sufficient cause for disqualification of the grant from further consideration for a grant award. The narrative portion of the grant is to NOT EXCEED ten (10) pages single-sided and double-spaced. Font size should be comparable to Times New Roman-12 point.

1.3 To facilitate the evaluation process, the grantee is encouraged to organize the grant into distinctive sections that correspond with the individual evaluation categories described herein.

1.4 All grant proposals submitted to the Department for review, consideration and approval must include the information found within this item, submitted in the following order:

A hard copy of the FV-4, that is also electronically submitted to the Department, will serve as page one of this grant. It must be signed by the chief financial officer of the district.

1.4.2 Part Five of the Grant Award, Proposed Budget Summary (submitted on an “Application for Authorization of Career Education Expenditures” [FV-4] form), signed by the chief financial officer of the district. Note: The form is available electronically at http://dese.mo.gov/sites/default/files/dac_forms/MO5001304.pdf / This form must be sent electronically.

1.4.3 A project summary page that includes:

1.4.4.1 The school district name, address and county/district code.

- 1.4.4.2 The name and address of the area career center(s) that will actually be part of the local *TCTW* initiative, and if applicable the name and address of the middle school which will be part of the *HSTW* and/or *MMGW* initiatives.
- 1.4.4.3 The name, address, telephone number and e-mail address of the following individuals who will be considered part of the local *TCTW* implementation team:
 - 1.4.2.3.1 The *TCTW* site coordinator;
 - 1.4.2.3.2 The director of the area career center; and
 - 1.4.2.3.3 The superintendent for the effected school district.
- 1.4.4.4 The amount of state grant funds being requested.
- 1.4.4.5 Part Six, Assurances and Certifications, signed and dated.
- 1.4.4 Each eligible applicant school will be evaluated on their plan to implement *TCTW* as a stand-alone initiative, or if applying partnership with one or more comprehensive high schools and/or middle schools, the evaluation will expand to *HSTW* and/or *MMGW*, applicable. As such, applicants must include descriptions of links with any long-range, comprehensive planning and/or educational reform efforts planned or already actively engaged in implementation.
 - 1.4.5.1 Descriptions of the applicant school's assessment of existing outstanding practices as they pertain to the *TCTW* Key Practices and of challenges and barriers that must be overcome to fully implement these key practices within five (5) years.
 - 1.4.5.2 A descriptive assessment of the applicant school's plan to utilize *TCTW* professional development offerings from the Department and SREB.
 - 1.4.5.3 The applicant school's existing or planned services to better enable transition into postsecondary education without remediation or into the world of work with skills necessary for advancement.
 - 1.4.5.4 How access to challenging career education programs and overall academic achievement will be increased.
- 1.4.5 Submitted grants shall also be evaluated on evidence of program commitment. As such, applicants must include a description which includes, but need not be limited to, the following:
 - 1.4.6.1 The reason(s) the school(s) desires to become a *TCTW* site. Include in the description any current factors at your school which can be improved by *TCTW* initiative(s). Provide data which would indicate areas where improvement could be expected.
 - 1.4.6.2 Current reform efforts in which your district is currently engaged. Provide any data that the district might have which substantiates the success of your reform efforts.
 - 1.4.6.3 How the access to challenging career-technical programs will be increased.
 - 1.4.6.4 The commitment and leadership being made by the school superintendent, local school board and building administrator.
 - 1.4.6.5 The applicant's demonstrated commitment to the use of *TCTW*-specific professional development activities.

1.4.7 Eligible categories of applicants are Missouri public LEAs which have not previously received funding from the Department for implementation of TCTW unless the applicant is an area career center which has exhausted a maximum five-year funding cycle for implementation and now is seeking to expand improvement activities through a partnership with a feeder high school or middle school.

2. Clarification of Requirements

- 2.1 Any and all questions regarding the specifications, requirements, competitive procurement process, etc., must be directed to the contact person as indicated within this grant award.
- 2.2 The grantee is advised that the only official position of the Department is that position which is stated in writing and issued by the Department as the grant award and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

3. Evaluation Process

- 3.1 After determining that a grant satisfies the mandatory requirements stated in this grant award, the comparative assessment of the relative benefits and deficiencies of the grant regarding the published grant evaluation criteria shall be made by using subjective judgment. The grant award shall be based on the best grant received in accordance with the grant evaluation criteria.
- 3.2 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the Department, to clarify or verify the grant and to develop a comprehensive assessment of the grant.
- 3.3 The grantee is cautioned that it is their sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with the grant. Failure of the grantee to submit such information may cause an adverse impact on the evaluation of the grant.

4. Evaluation Criteria

Grants will be evaluated based upon the adequacy and sufficiency of the descriptions and information provided for the following sections, with an available 200 point maximum score:

- | | | |
|-----|---|------------|
| 4.1 | Cost (all proposals requesting no more than the maximum funding level will receive full credit for this evaluation item)..... | 100 points |
| 4.2 | Evidence of commitment to the implementation of TCTW..... | 100points |

5. Grant Award

- 5 Any grant award will be made only by written authorization from the Department.
- 5.1 The Department retains discretion to make no awards or make partial grant awards depending on need, availability of funds or a lack of grants meeting minimum standards of quality.

6. Payment and Invoicing Requirements

- 6.1 The Department, provided that funding source monies have been received, agrees to pay the grantee an amount not to exceed the grant amount based upon the payment schedule with the request for the final payment having a requisite date of receipt at the Department no later than May 15, 2016, and that date for subsequent years, if applicable, unless alternate scheduling and/or dates are announced in writing by the Department.
- 6.2 The grantee shall be responsible for submitting invoices for payment under the grant. Fees and other program income received by the grantee may only be used for activities relevant to the grant. If there is a cancellation, only expenses incurred to date under the terms of the grant will be reimbursed. All expenses for activities conducted under this grant will be incurred within the stated grant period.

**PART FOUR
STATE OF MISSOURI**

DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION

TERMS AND CONDITIONS -- GRANT

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Grant document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Department of Elementary and Secondary Education (DESE)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to a grant or to a contract.
- c. **Attachment** applies to all forms which are included with a grant to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Grant Opening Date and Time** and similar expressions mean the exact deadline required by the grant for the receipt of sealed grants.
- e. **Grantee** means the person or organization that responds to a grant by submitting a grant with prices to provide the equipment, supplies, and/or services as required in the grant document.
- f. **Buyer** means the procurement staff member of the DESE. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Grantee** means a person or organization who is a successful grantee as a result of a grant and who enters into a contract.
- i. **Exhibit** applies to forms which are included with a grant for the grantee to complete and submit with the sealed grant prior to the specified opening date and time.
- j. **Grant** means the solicitation document issued by the DESE to potential grantees for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a grant being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the grantee must state the price(s) applicable for the equipment, supplies, and/or services required in the grant. The pricing pages must be completed and submitted by the grantee with the sealed grant prior to the specified grant opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DESE.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The grantee shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the grantee and the DESE.
- c. The grantee must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The grantee must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the grant or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The grantee shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/GRANT DOCUMENT

- a. It shall be the grantee's responsibility to ask questions, request changes or clarification, or otherwise advise the DESE if any language, specifications or requirements of a grant appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the grant to a single source. Any and all communication from grantees regarding specifications, requirements, competitive grant process, etc., must be directed to the buyer from the DESE, unless the grant specifically refers the grantee to another contact. Such communication should be received at least ten calendar days prior to the official grant opening date.
- b. Every attempt shall be made to ensure that the grantee receives an adequate and prompt response. However, in order to maintain a fair and equitable grant process, all grantees will be advised, via the issuance of an amendment to the grant, of any relevant or pertinent information related to the procurement. Therefore, grantees are advised that unless specified elsewhere in the grant, any questions received less than ten calendar days prior to the grant opening date may not be answered.
- c. Grantees are cautioned that the only official position of the State of Missouri is that which is issued by the DESE in the grant or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DESE monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among grantees, price-fixing by grantees, or any other anticompetitive conduct by grantees which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The DESE reserves the right to officially amend or cancel a grant after issuance.

4. PREPARATION OF GRANTS

- a. Grantees **must** examine the entire grant carefully. Failure to do so shall be at grantee's risk.
- b. Unless otherwise specifically stated in the grant, all specifications and requirements constitute minimum requirements. All grants must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the grant, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The grantee may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the grant. In addition, the grantee shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Grants which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Grants lacking any indication of intent to grant an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the grant.

- e. In the event that the grantee is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of a grant, such a grantee may submit a grant which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DESE and the grantee, if such grantee is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the grant. Any such grantee needs to include in the grant, a complete list of statutory references and citations for each provision of the grant which is affected by this paragraph.
- f. All equipment and supplies offered in a grant must be new, of current production, and available for marketing by the manufacturer unless the grant clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the grant.
- h. Grants, including all pricing therein, shall remain valid for 90 days from grant opening unless otherwise indicated. If the grant is accepted, the entire grant, including all prices, shall be firm for the specified contract period.
- i. Any foreign grantee not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their grant in order to be considered for award.

5. SUBMISSION OF GRANTS

- a. Grantees may submit grants hard copy delivered to the DESE office. Delivered grants must be sealed in an envelope or container, and received in the DESE office located (see cover page for address) no later than the exact opening time and date specified in the grant. All grants must (1) be submitted by a duly authorized representative of the grantee's organization, (2) contain all information required by the grant, and (3) be priced as required. Hard copy grants may be mailed to the DESE post office box address. However, it shall be the responsibility of the grantee to ensure their grant is in the DESE office (address listed above) no later than the exact opening time and date specified in the grant.
- b. The sealed envelope or container containing a grant should be clearly marked on the outside with (1) the official grant title and (2) the official opening date and time. Different grants should not be placed in the same envelope, although copies of the same grant may be placed in the same envelope.
- c. A grant which has been delivered to the DESE office, may be modified by signed, written notice which has been received by the DESE prior to the official opening date and time specified. A grant may also be modified in person by the grantee or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a grant shall not be honored.
- d. A grant which has been delivered to the DESE office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DESE prior to the official opening date and time specified. A grant may also be withdrawn in person by the grantee or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a grant shall not be honored.
- e. Grantees delivering a hard copy grant to DESE must sign and return the grant cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the grantee of all grant terms and conditions. Failure to do so may result in rejection of the grant unless the grantee's full compliance with those documents is indicated elsewhere within the grantee's response.
- f. Faxed grants shall not be accepted. However, faxed and e-mail no-grant notifications shall be accepted.

6. GRANT OPENING

- a. Grant openings are public on the opening date and at the opening time specified on the grant document. Names, locations, and prices of respondents shall be read at the grant opening. The DESE will not provide prices or other grant information via the telephone.
- b. Grants which are not received in the DESE office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late grants may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of grants, preferences shall be applied in accordance with Chapter 34 RSMo. Grantees should apply the same preferences in selecting subgrantees.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, grantees are encouraged to utilize certified minority and women-owned businesses in selecting subgrantees.
- d. In the evaluation of grants, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the grantee and request clarification of the intended grant. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a grantee shall be subject to evaluation if deemed by the DESE to be in the best interest of the State of Missouri.
- c. The grantee is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the grant, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the grantee whose grant (1) complies with all mandatory specifications and requirements of the grant and (2) is the lowest and best grant, considering price, responsibility of the grantee, and all other evaluation criteria specified in the grant and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all grantees fail to meet the same mandatory requirement in a grant, DESE reserves the right, at its sole discretion, to waive that requirement for all grantees and to proceed with the evaluation. In addition, the DESE reserves the right to waive any minor irregularity or technicality found in any individual grant.
- f. The DESE reserves the right to reject any and all grants.
- g. When evaluating a grant, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a grant, from a grantee, from grantee's references, or from any other source.
- h. Any information submitted with the grant, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a grant and the award of a contract.
- i. Any award of a contract shall be made by notification from the DESE to the successful grantee. The DESE reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DESE based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All grants and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of grants.
- k. The DESE reserves the right to request clarification of any portion of the grantee's response in order to verify the intent of the grantee. The grantee is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- l. Any grant award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).

- m. The final determination of contract award(s) shall be made by DESE.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a grant, the grantee agrees to furnish any and all equipment, supplies and/or services specified in the grant, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the grant and any amendments thereto, (2) the grantee's response (grant) to the grant, (3) clarification of the grant, if any, and (4) DESE's acceptance of the response (grant) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the grant shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the grantee must receive a properly authorized purchase order or other form of authorization given to the grantee at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the grantee and the DESE or by a modified purchase order prior to the effective date of such modification. The grantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The grantee shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DESE.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the grant.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the grantee's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the grantee upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the grantee's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The grantee expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DESE, (2) be fit and sufficient for the purpose expressed in the grant, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The grantee hereby covenants that at the time of the submission of the grant the grantee has no other contractual relationships which would create any actual or perceived conflict of interest. The grantee further agrees that during the term of the contract neither the grantee nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the grantee's default or breach of contract.
- b. The grantee agrees and understands that the contract shall constitute an assignment by the grantee to the State of Missouri of all rights, title and interest in and to all causes of action that the grantee may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the grantee in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the grantee, the DESE may cancel the contract. At its sole discretion, the DESE may give the grantee an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the grantee must provide DESE within 10 working days from notification a written plan detailing how the grantee intends to cure the breach.
- b. If the grantee fails to cure the breach or if circumstances demand immediate action, the DESE will issue a notice of cancellation terminating the contract immediately.
- c. If the DESE cancels the contract for breach, the DESE reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DESE deems appropriate and charge the grantee for any additional costs incurred thereby.
- d. The grantee understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the grantee/grantee shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the grantee/grantee.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the grantee, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the grantee must notify the DESE immediately.
- b. Upon learning of any such actions, the DESE reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the grantee responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The grantee shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the grantee's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the grantee and all subgrantees shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the grantee or subgrantee employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a grantee is found to exist, the DESE shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DESE until corrective action by the grantee is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the grantee and all subgrantees shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore grantee's failure to maintain compliance with chapter 144, RSMo may eliminate their grant from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

PART FIVE PROPOSED BUDGET SUMMARY

The “Application for Authorization of Career Education Expenditures” (FV-4) form, provided on the following page is to be completed and signed by the chief financial officer of the district. Note: This [form](http://dese.mo.gov/sites/default/files/dac_forms/MO5001304.pdf) is available electronically at http://dese.mo.gov/sites/default/files/dac_forms/MO5001304.pdf

Allowable Expenditures

Year one funds may be used for attendance at the HSTW annual summer conference, the costs associated with an initial TAV, and subsequent follow-up from the TAV. Following the initial TAV, schools must align all grant expenditures to their TCTW plan. They also must follow the same guidelines for allowable costs when making purchases or obligating funds from this grant that they would follow with their Perkins funding. Although this is not a Perkins grant, funds used to match the state’s obligation to Perkins are used for TCTW and fiscal procedures for both funding streams are aligned.

Grant funds may not be used for equipment. All expenditures must comply with the Department’s [Perkins Basic Grant—List of Allowable Costs](#) found on the DESE website.

TCTW grant funds may not be used at the elementary level (PreK through grade six). These funds are not to be used for travel, registration or materials and supplies for teachers of students in grades PreK-six. However, these funds may be used for instructor professional development, (excluding travel, registration and materials and supplies) and outreach activities for faculty in middle schools who are teaching grades five or six when the majority of faculty participating are teaching at grade seven or above.

Important Note: The Department has revised the guidance on food costs at LEA hosted meetings or trainings. Effective July 1, 2015, LEAs must abide by the new guidance. TCTW Grant awards are intended as school improvement start-up funds. Food purchases should be limited, in line with current federal CONUS rates, and include a justification, agenda that clearly specifies a working meal was necessary, and a sign-in list of participants. Schools are advised to request this type of approval in advance of purchase or obligation. Schools in their first year with TCTW will be permitted to provide a working dinner and appropriate lunches during their TAV.

Expenditures

Schools must align all grant expenditures to their plan. This is not an exhaustive list, but there are certain expenditures that schools may expect to take from their grant:

1. Meals required by TAV team not to exceed the state meal reimbursement rate. In many cases meals could be provided at a lower rate. Schools must submit a sign-in sheet with original signatures of participants, date and location of the TAV. The TAV agenda noting a working lunch or working dinner must also be submitted. These expenses will not be reimbursed if proper documentation is not provided. This would be a first year expenditure only.
2. Any required fees to SREB (affiliation fees, survey fees, etc.).
3. Follow-up on-site meeting with TCTW facilitator to unpack TAV report and begin process to align plan to TCTW Key Practices.
4. Travel and registration expenses to send teams to the HSTW Summer Conference, the TCTW Leaders’ Forum, and appropriate state and regional conferences is appropriate and highly recommended.
5. Fees for onsite staff development and training.
6. Substitute teacher costs for teachers attending TCTW activities.

PART SIX
ASSURANCES AND CERTIFICATIONS

The Department will not award a grant agreement where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. By signing the FV-4 for this grant or agreement, the awardee is providing the certifications set forth below:

Assurances – Non-Construction Programs

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Drug-Free Workplace Certification

Certification of Non-Delinquency

General Assurances

1. ASSURANCES – NON-CONSTRUCTION PROGRAMS

NOTE: Some of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- (1) Has the legal authority to apply for Federal Assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- (2) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award and will establish a proper accounting system in accordance with generally-accepted accounting standards or agency directives.
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- (4) Will initiate and complete the work within the applicable timeframe after receipt of approval of the awarding agency.
- (5) Will comply with the intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (6) Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88.352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse

Office and Treatment Act of 1972 (P.L. 92.255) as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91.616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (g) any other nondiscrimination provisions in the specific statute (h) the requirements of any other non-discrimination statute(s) which may apply to the application.

- (7) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91.646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- (8) Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328) that limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- (9) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Grant Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally-assisted construction subagreements.
- (10) Will comply, if applicable, with Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (P.L. 93.234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91.190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93.523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93.205).
- (12) Will comply with the Wide and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wide and scenic rivers system.
- (13) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a.1 et seq.).

- (14) Will comply with P.L. 93.348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- (15) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89.544 , as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.
- (16) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (17) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- (18) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief 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 grant been convicted 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 grant 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 or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/grant had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this grant.

Nondiscrimination and Equal Opportunity Requirements of JTPA
29 CFR PART 34
****ASSURANCES****

- (1) As a condition to the award of financial assistance, the grant applicant assures that all agreements or arrangements to carry out the activity and that it will comply fully with the nondiscrimination and equal opportunity provisions of the Job Training Partnership Act of 1982, as amended (JTPA), including the Nontraditional Employment for Women Act of 1991 (where applicable); Title IV of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.
- (2) The grant applicant certifies that it has developed and will maintain a “Method of Administration” pursuant to 29 CFR 34.33. This system must be in place prior to any award resulting from this competitive grant process.
- (3) The grant applicant is attaching information pursuant to 29 CFR 34.24 (a)(3)(ii) where applicable, including the name of any Federal agency other than the Department of Labor’s Directorate of Civil Rights that conducted a civil rights compliance review or complaint investigation during the two (2) preceding years in which the grant applicant was found to be in noncompliance; and shall identify the parties to, the forum of, and case numbers pertaining to any administrative enforcement actions or lawsuits filed against it during the two (2) years prior to its application which allege discrimination on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship.

3. GENERAL ASSURANCES

- (1) Provide fiscal control, property management control and fund accounting procedures.
- (2) Comply with forthcoming reporting requirements of the Department relating to this grant award program.
- (3) Comply with the accessibility requirements specified by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, if any grant funds are expended for facility improvement.
- (4) Federal funds awarded from this application may be used to supplement, but not supplant, state and/or local funds for existing career education programs, services and activities.
- (5) Provisions will be made for fiscal control, property management control and fund accounting procedures.
- (6) None of the federal funds awarded from this application will be used to acquire equipment (including computer software) in any instance in which its acquisition results in a direct financial benefit to any organization representing the interest of the purchasing entity, its employees or any affiliate of such an organization.