

LEGAL STATUS OF APPLICANT

(Check one box below and provide appropriate agency identification information)

- City or City Agency
- County or County Agency
- State or Federal Agency
- State College or University
- Community College
- County Office of Education
- XXX School District
- Tribal Council
- Military Installation
- Private Nonprofit Organization-
Number of years in operation _____
- Private For-Profit Organization
Number of years in operation: _____

Enter Federal Employer ID Number: 4206002226 _____ <i>OR</i> Enter School District Code 3312 _____

(If applicable) Enter Child Care License #: _____
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REQUEST FOR COMPETITIVE PRIORITY

It is the responsibility of the applicant to request and provide documentation of competitive priority in scoring of applications. Below, please check the boxes for priority you are requesting and provide explanation of the documentation provided to substantiate your request. Examples of documentation are provided.

- Application proposes to serve children and youth in ***schools designated in need of assistance (SINA)*** under Title I (Section 1116). *5 additional points awarded*

Documentation: Keokuk Middle School is currently on SINA list and entire district is a DINA district.

Example of documentation: SINA list provided by the Iowa Department of Education available at www.educateiowa.gov.

- Application is ***jointly submitted*** as a collaboration between local educational agencies receiving funds under Title I and a community-based organization or other public or private entity. *5 additional points awarded*

Documentation: Keokuk Community School District and Big Brothers Big Sisters

Examples of documentation: Original signatures of joint applicants or MOUs recognizing joint submission.

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**Narrative
Proposal Abstract**

This grant will allow our students who meet the 21st Century Community Learning Centers criteria to gain additional and necessary access to learning opportunities. These students do not have the same access to learning opportunities at home as their peers do. The students have parents that; a) work multiple jobs or are otherwise away from home, b) do not have the same education and understanding of how to promote education as their peers and c) in some way can't provide the same educational opportunities at home as do their peers. This grant will allow the Keokuk Community School District and its partner community based organizations and other organizations to provide the additional needed learning support necessary to meet the needs of our students and prevent them from falling further behind their peers.

Our district is a DINA district with two of our four buildings being SINA 7 or 8 in reading and math. In addition, our 5th grade (housed at one of our elementary schools) would also qualify that elementary building for SINA status if their Iowa Assessments scores were computed into elementary school data. Keokuk Community School District has 61.9% of its students qualifying for free or reduced (F/R) lunch status. Hawthorne Elementary School (the proposed site) has an enrollment of 582 students with 422 qualifying (72.5%) for F/R lunch status. George Washington Elementary has an enrollment of 237 students with 150 qualifying (63.3%) for F/R lunch status. Keokuk Middle School has an enrollment of 427 students with 260 qualifying (63.2%) for F/R lunch status. Students from all three locations would have access to the opportunities the grant provides. We are requesting \$299,460 each year in order to provide the necessary services to meet the needs of our students.

Our center (Hawthorne Elementary School) will be open from Monday through Friday 6:45 – 7:45am with the student day beginning at 8am and from 3:00 – 5:30pm Monday through Friday. Our students will have a safe place to wait for their parents, receive a school snack and have access to a wide range of physical, social and stimulating activities as well as continued literacy opportunities. The students would then receive district provided transportation (if needed) to their school site. In addition, we will provide a 20 day summer learning opportunity in June in partnership with The Hoerner YMCA's summer program. We will provide additional literacy learning opportunities to students for two hours each day as a part of The Hoerner YMCA's summer enrichment program. We will continue to provide an evening program one to two evenings in June for the families of those students who participated either during the school year or the families of those students who are participating in the summer program.

Student Needs Assessment

As reported by the Bureau of Labor Statistics, households with two working parents have increased and become a part of everyday life for most families. In addition, single household families where the parent is working long hours away from the family are also rising. Add to those facts that juvenile crime triples during the hours immediately after school. Parents are no longer available in the hours before and after school to meet student needs. Some of the needs the 21st CCLC grant would positively impact include; child literacy comprehension improvement, homework completion, tutoring in various academic areas, enrichment activities, nutrition, mentoring and adult supervision. In addition, there is a huge disparity in demonstrated student learning between families that are labeled low socio-economic status and families that are not. Students and families in Keokuk are no different. The provision of a before and after school program will address all of those issues. Through a targeted intervention, the Keokuk Community School District and its partners will meet those student needs through the implementation of a before and after school program and a summer program.

Additional evidence for the need of such a program comes from test data accumulated each year. The reading proficiency of our elementary students is well below acceptable targets. Combine that fact with a proposal that all students who do not meet reading proficiency standards by 3rd grade should be retained; and there is evidence for additional literacy support in our community. This intervention could also serve as Tier II intervention as defined by the state's Multi-Tiered System of Supports (MTSS) model. We are proposing to serve 217 students in our before and after school programs using methods to extend literacy learning already being implemented in our regular school program. We will also provide additional literacy comprehension opportunities and support in our summer program. In addition to student support, we will provide literacy and educational activities one evening each month to at least 30% of the families of our students participating in our before or after school programs and our summer program through evening events designed for both students and parents. 80% of the students in our program will increase their reading proficiency as measured by Iowa Assessments by 1.5 grade level annually. We will take advantage of district implemented MAP testing to show student literacy growth throughout the school year. Other indicators of success for our before and after school program and our summer program will include a; 10% increase in number of books checked out from the building media centers and a 15% decline in 3rd, 4th and 5th grade students who score below proficiency on Iowa Assessments. In addition, students will; increase the amount of non-fiction reading social studies and science, student attendance in our regular school program will increase by 10% and the number of incomplete and late assignments will decrease.

Student Achievement Data (as shown by Iowa Assessment data):

Grade Level	2012-2013 Reading	2011-2012 Reading	2010-2011 Reading
2	73.00% Proficient	76.90% Proficient	79.00% Proficient
3	75.21% Proficient	82.10% Proficient	84.40% Proficient
4	75.22% Proficient	68.50% Proficient	81.00% Proficient
5	77.78% Proficient	70.80% Proficient	77.10% Proficient
6	55.71% Proficient	64.50% Proficient	59.60% Proficient

The Keokuk Community School District has been the leader in terms of identifying the need for additional student support outside of the school day. In addition, The Alcohol and Drug Dependency Services (ADDS), Big Brothers Big Sisters of the Great River Area, Food Bank of Iowa and the Lee County Sheriff's Office have actively gathered data to identify student and family needs in the community. Local community based organizations in partnership with The Keokuk Community School District have been working to address student needs at their levels. Our program would begin to centralize the data and resources in an effort to meet the needs of the students and their families. **Alcohol and Drug Dependency (ADDS)** has been working with Keokuk Middle and High School as well as other middle schools in Lee County to address alcohol and drug prevention measures and promote an awareness of how their use can negatively impact students in all facets of life. They will continue their work in our after school and family programs. **Big Brothers Big Sisters** will continue to provide adolescent and adult mentors for students in elementary, middle and high school. Those mentors work with students in a number of areas to include; academic tutoring, enrichment activities, socialization and mentoring. They will continue their work in our before and after school programs. The **Food Bank of Iowa** has long provided relief in the form of food too many local families and we are looking forward to having them share information on the resources they have available to many of our families in our evening program. **Great River Players/Marilynn Hart Children's Theater (GRP)** is a new organization addition this year. They have long provided students and adults the opportunity to act in a variety of productions in our community. We are looking forward to having them come in and work with students in our after school program and potentially open new doors to more young people. The **Hoerner YMCA** has been a staunch member in our community's efforts to provide enrichment activities for our students and fitness and nutrition information throughout our community. We are looking forward to having them share information in our family program as well as partnering with them in their summer enrichment program. Our local **HyVee** will join our family program and provide nutritional information to our families. **Iowa Public Television** has long provided a variety of resources to local education agencies and we will be using many of their online activities to extend the learning of our students as well as add enrichment activities to our programs. **Keokuk Area Hospital** will join our family program and provide health information to our families. The **Keokuk Fire and Police Departments** will provide safety information in all three programs. The Keokuk Public Library will partner with The Hoerner YMCA and The Keokuk Community School District during the summer to provide additional literary resources for students. The **Lee County Adolescent Pregnancy Prevention Coalition** will work with our family program and provide information about teen pregnancy and pregnancy prevention measures. The **Lee County Juvenile Detention Services** and the **Lee**

County Sheriff's Office will help provide data on juvenile crime and be available to share information in our family program. **Southeastern Community College** will be available during our family program to provide adult literacy information and opportunities. The **City of Keokuk** has offered to continue to help us find funding streams within our local community agencies, organizations and businesses. The **Big River United Way** and the **Volunteer Center of the Big River United Way** have offered to help our programs with volunteers to provide additional support to our students. They have also offered to provide family assistance in the form of transportation to and from events and there is potential for future funding to support all programs. The **4-H Club** (Lee County Extension) has offered to provide enrichment activities and materials to all three programs.

Project

Hawthorne Elementary will be the site of both the before and after school program as well as our summer program. Our goal is provide services for 217 students and their families in before and after school settings, evening activities and a summer enrichment program. Further financial support will be acquired through funding from local community based organizations such as The United Way, Kiwanis, The Lion's Club, etc. Eventually through our successful efforts this program will rely on school district funds and outside revenues to continue to operate.

The broad goal of the program is: 1) To improve student achievement in literacy comprehension as measured by Iowa Assessment data, and 2) To provide literacy and educational opportunities to the students and their families.

Effectiveness will be assessed through:

- 1) The number of students participating regularly in our before and after school program and our summer program (baseline number of 217 students).
- 2) 30% or more of families participating in our before and after school program and our summer program will participate in our literacy and educational activities.
- 3) 80% of students will increase their Iowa Assessments by 1.5 grade levels.
- 4) The number of books checked out from our media centers will increase by 10%.
- 5) 20% or less of students will test below proficiency each year as measured by Iowa Assessments.
- 6) Students will increase the amount of nonfiction reading in social studies and science.
- 7) There will be a reduction in the number of incomplete and late assignments.
- 8) There will be an increase in the daily attendance rate of the regular school program.

Needs to be addressed:

- 1) Improve student achievement in literacy comprehension.
- 2) Keokuk students need before and after school and summer enrichment activities.
- 3) Keokuk families need literacy support and other educational services.

In conjunction with our partners we will provide a before school program that opens at 6:45am Monday-Friday that emphasizes a smooth transition between home and the start of the school day. The regular school day begins at 8am. The before school program will include breakfast, a literacy room, a homework completion room and an activity room. The students will arrive at various times in the morning and have the opportunity to put their things away. Staff will ensure they have the opportunity to complete their academic work from the previous day. At that time a variety of enrichment or literacy activities will be used with the child depending on the child's needs. All children will receive breakfast and then be integrated in with their non-before school program peers or get ready to go to their regular school site via school transportation.

The after school program begins at 3pm each day and will run to 5pm. The program will begin with a nutritious snack followed by opportunities for homework completion (academic assistance and tutoring), literacy, mentoring, recreational and enrichment activities. As students

arrive to the program site, or are already present they will have the opportunity to move their materials to their room and receive a snack. They will then move to various enrichment or academic activities that they will rotate through. Title I and Second Chance Reading will be the primary literacy activities used to promote literacy comprehension. Access to computer labs, Skills Iowa and Compass Learning activities will also be used to provide literacy instruction. High school students and other adults (paid and volunteer) will help students with academic, tutoring, mentoring, recreational and enrichment activities.

The summer program will operate in conjunction with The Hoerner YMCA's summer program and will offer literacy comprehension activities two hour each day for the month of June. The students will report to the YMCA each day and begin their day with a variety of enrichment activities. During the morning the students will visit the Keokuk Public Library to exchange books. They will also attend the program site and continue to receive literacy instruction. The students will then continue their enrichment activities through the YMCA. Transportation around the community will be organized by the YMCA and could be provided by Keokuk Community School District.

The evening program will run at the end of our after school program and last approximately two hours. There will be one evening activity each month and two evening activities during the summer program. An evening meal will be provided for all families. We will provide family activities (academic, enrichment and literacy) during the evenings once each month. These activities will also include health and nutrition, technology training activities and access to computers. The goal of the program is to provide additional supports and information for families to help them support their students.

Research Base

The need for our program is shown through Juvenile Court Statistics in Lee County, Iowa Assessments scores the past 8 years (only listed on 21st CCLC grant the last 3 years), information provided through 21st CCLC grant, statistics available through the Bureau of Labor, statistics available through Iowa Department of Education. Program effectiveness will be measured through parent, staff and student feedback via survey, Measures of Academic Progress (MAP) assessment results, Iowa Assessment results, program attendance, media center checkout rates and late or missing assignment rates.

Management Plan

The project coordinator is the middle school principal and will manage the community based organizations' participation in the project as well as coordinate the use of the resources they bring to the program. The site director is part-time administrator and Title I teacher at the program site (Hawthorne Elementary School). Title I teachers and other teachers with a reading endorsement will be recruited to work in the before, after school and summer programs. Additional teachers for other activities will be recruited as needed. A majority of the teachers will work at the site or in the district. They will extend the learning that occurs during the day into the after school program. Para-educators from the program site and in the district will also be recruited to provide additional literacy support within the context of the program. Because the project director, site director and staff will be recruited from the program site and the district; high qualified staff will be available and a seamless transition between the regular school program and the before and after school programs. Big Brothers Big Sisters and The Big River United Way Volunteer Organization will provide additional volunteers from the community and our high school to provide tutoring, academic support and other enrichment and recreational activities for the students. Professional development opportunities will be provided as a part of the district's normal professional development. This will also ensure that researched based professional development is being used in the before and after school and in our summer program. The district is currently focusing on A Gradual Release of Responsibility with an emphasis on establishing purpose for the learning and focused learning targets for students as a way to structure instruction. The district is also using Positive Behavior Interventions and Supports as way to positively influence student behavior. The district is learning about how to best implement Multi-Tiered Systems of Supports (formally Response to Intervention). The school district is in the middle of a one to one tablet rollout. The program participants will be included in that rollout with their tablets remaining at the project site to be used to facilitate literacy activities and the assessments that go with those activities. All four of these programs will be used to influence student learning and behavior in the before and after school and the summer programs.

All students will be dropped off by parents at the before school program. From there school district transportation will be used to move students to their regular school day attendance center at the conclusion of the before school program. School district transportation will be used to move students from their regular school day attendance center to the after school program. At the conclusion of the after school program day, students will be picked up by parents. For the

evening programs, parents will be responsible for bringing themselves and their children. For situations where parents do not have access to transportation, school district resources and The Big River United Way Volunteer Center will be used, and other community based organizations may be used as well. We have also allocated money to provide transportation for field trips in our after school and summer programs should enrichment opportunities become available.

A stakeholder group will be formed composed of members from the before and after school staff, project director or site director, community based organizations and parents. The purpose of the group will be to help access effectiveness of the program, make recommendations for improvement and ensure parent participation in all facets of the program.

In addition to the stakeholder group's recommendations for program improvement, the project director and site coordinator will use Iowa Assessments and Measure of Academic Progress data to review literacy comprehension of the program's participants. Other data such as daily attendance, student behavior, parent participation and homework completion will be used to decide how to best improve the program. Community based organizations will be kept apprised of the program's effectiveness and regular applications for additional funding will be made. The additional funding will be used to augment the number of students that attend the program. The program will also take advantage of the district's website to post information concerning the program. A face book page will be developed to aid in communication with families. Based upon: effective facets of the program, the budget used to support the program, the additional funding acquired from community based organizations and the ability and willingness of parents who do not qualify for F/R status to pay for admission into one of the programs: a budget will be developed to continue the program past five years. District funds will be used to augment the deficit between actual funds and necessary funds to continue the program.

Communication Plan

The program start will be communicated through the usual community resources; newspaper and radio. Information will also be posted on the district website, Big Brothers Big Sisters of the Great River Area's website and Facebook page, a Facebook page will be developed and other electronic communication means will be explored. In addition, the district will employ its alert system to notify parents of the start of the program. The district will also identify potential students for the programs through Iowa Assessments and MAP scores, F/R status and school building recommendations for program inclusion. Evaluation of the program (using measures of success outlined earlier) will be shared at school district board meetings (which are made available to local newspapers) and community based organization board meetings. In addition, program data will be share on local radio networks. The program will establish a baseline with data analyzed at the end of each semester and shared with the public.

Partnerships

Our project partners include Alcohol and Drug Dependency Services (ADDS), Big Brothers Big Sisters of the Great Rivers Area, Food Bank of Iowa, Great River Players/Marilynn Hart Children's Theater (GRP), Hoerner YMCA, Hy-Vee (Keokuk), Iowa Public Television, Keokuk Area Hospital, Keokuk Fire Department, Keokuk Police Department, Keokuk Public Library, Lee County Adolescent Pregnancy Prevention Coalition, Lee County Juvenile Detention Services, Lee County Sheriff's Office, Southeastern Community College (Adult Literacy), The City of Keokuk, The Big River United Way, The Volunteer Center of the Big River United Way and 4-H (Lee County Extension).

ADDS (partnership) – This agency will serve to enrich our students and their parents on current trends in alcohol and drug usage in the area and state. They will also share resistance techniques and other programs available to our families.

Big Brother Big Sisters of the Great River Area (partnership) – Will provide adult and adolescent volunteers to provide academic tutoring and mentoring services to our students.

Food Bank of Iowa (partnership) – Will provide information about assistance available for local families.

Great River Players/Marilynn Heart Children's Theater (GRP) (partnership) – Will provide drama and acting enrichment opportunities for our students.

Hoerner YMCA (contractor) – Will provide summer enrichment opportunities for our students and their families.

HyVee (Keokuk) (partnership) – Will provide nutritional information to our students and families.

Iowa Public Television (partnership) – Will provide online curriculum for our students and families.

Keokuk Fire Department (partnership) – Will provide enrichment opportunities and education for our students and their families.

Keokuk Police Department (partnership) – Will provide enrichment opportunities and education for our students and their families.

Keokuk Public Library (partnership) – Will provide summer enrichment opportunities for our students and their families.

Lee County Adolescent Pregnancy Prevention Coalition (partnership) – Will provide education for our families.

Lee County Juvenile Detention Services (partnership) – Will provide statistical information as an outcome of our programs.

Lee County Sheriff's Offices (partnership) – Will provide education to our families.

Southeastern Community College (Adult Literacy) (partnership) – Will provide education to our families.

The City of Keokuk (partnership) – Will provide support for the program throughout the community.

The Great River United Way (partnership) – Will provide emergency funding should an area of concern arise.

The Great River United Way Volunteer Center (partnership) – Will provide additional volunteers as needed to support the before and after school program.

Evaluation

The goals of the before and after school program, summer program and family program are:

- 1) To improve student achievement in literacy comprehension as measured by Iowa Assessment data.
- 2) To provide literacy and educational opportunities to the students and their families.

We will assess our effectiveness through:

- 1) The number of students participating regularly in our before and after school program and our summer program (baseline number of 217 students).
- 2) 30% or more of families participating in our before and after school program and our summer program will participate in our literacy and educational activities.
- 3) 80% of students will increase their Iowa Assessments by 1.5 grade levels.
- 4) The number of books checked out from our media centers will increase by 10%.
- 5) 20% or less of students will test below proficiency each year as measured by Iowa Assessments.
- 6) Students will increase the amount of nonfiction reading in social studies and science.
- 7) There will be a reduction in the number of incomplete and late assignments.
- 8) There will be an increase in the daily attendance rate of the regular school program.

The project director (middle school principal) and the site director (elementary principal), in conjunction with the Keokuk Community School District Director of Curriculum and Instruction will collect, record, analyze and present all data by our external evaluator. Data will be collected; over student attendance in the before school program, after school program and summer program and family attendance in the evening programs. Iowa Assessments will be used to measure the effectiveness of literacy comprehension and proficiency in all areas. Measures of Academic Progress (MAP) assessments will be used to measure the effectiveness of literacy comprehension throughout the school year. The data from MAP will be used to make changes in the literacy activities at the student level as deemed appropriate by the instructional staff. Book check out from the project site and its two feeder schools will be monitored by type of book (fiction, non-fiction, informational, etc.). During the summer, book checkout from summer program students from the public library will be monitored using the same characteristics. Finally, incomplete and late assignments of students in the before and after school program will be measured by the project site and its two feed schools. In addition surveys will be distributed to those personnel either working in the program, partnering with the program or participating in the program to rate program effectiveness in meeting the needs of the students.

As data is accumulated, semester updates to the school board (December, May and July), parents, partnering agencies and the community will be made through board meetings, electronic postings, local newspapers and local news and radio broadcasts (during those same months). The data will be used to assess how the needs of the students are being met, additional needs that could be met and if student literacy and general academic performance is improving, remaining the same or sliding. As the areas of need are defined, additional or different supports to meet the student needs will be researched, assessed and implemented. Program changes and additions will

be presented in July with implementation scheduled for the beginning of each school year (August).

Budget Narrative

The funding formula shows that we can fund this program for up to 217 students over 138 days and 20 days in the summer. The 138 days during the school year covers the timeframe of 6:45 – 7:45am each morning of school and 3:00 – 5:30pm each afternoon after school Monday through Friday. In addition, we will provide literacy instruction for two hours each day in June as part of another agency's summer program. Our family program will be approximately two hours in length and will begin at the conclusion of our after school program.

Personnel: \$218,200 for each year of the grant. We will hire 11 Title I and other teachers from the program site and the school district to provide literacy comprehension instruction at the district rate of \$25/hour for three hours each day. During the summer program 5 Title I and other teachers from program site and the school district to provide literacy comprehension instruction at the district rate of \$25/hour for two hours each day. We will hire 20 para-educators from the program site and the school district to aid in instruction and other activities at the rate of \$12/hour for three hours each day. There will be no need for para-educators in the summer program. We will have spent the bulk of our money on personnel. As this is a new program, if we do not use all of the money designated for personnel, we will shift some of that money to materials in order to provide additional supplies for our activities. As the program grows we anticipate using all personnel and seeking funding through other community resources in order to support more students.

Staff Travel: We are not asking staff to travel anywhere for either program that represents an unreasonable cost.

Materials: \$25,000 for each year of the grant. A variety of materials may be purchased to support the program; books, technology and materials that support enrichment and academic activities.

Professional Development: \$15,000 for each year of the grant. Additional professional development will be made available to our support staff and those teachers who have not undergone it in the area of A Gradual Release of Responsibility, PBIS, MTSS and KUNO tablet usage (technology). This will involve bringing in contracts outside of the student day to provide the necessary training.

Student Access, Transportation: \$5,000 for each year of the grant. During the school year, students will access the program site through school district transportation. During the summer program, field trips and other enrichment activities outside of walking distance will be made available to students. School district transportation may be used for those trips and the district will be compensated for driver and fuel expenses.

Evaluation: \$12,000 for each year of the grant. The school district will be reimbursed for

additional costs of administering Iowa Assessments and Measure of Academic Progress as well as the gathering of data from those assessments and the gathering of other data outlined above. There may be some incidental costs as the data is presented.

Administrative/Indirect Costs: \$24,000 for each year of the grant. There will be some costs involved with secretarial and custodial support to provide a safe clean program and communication throughout the program.

As the program demonstrates effectiveness and strives to become self-sufficient, the program director will begin to seek out local community support as well as school district resources to maintain, improve and grow the programs. This will involve finding other sources of revenue, application of grant continuation, keeping the school board apprised of the effectiveness of the programs and beginning to discuss how to use school district monies to keep the programs going. As additional funding becomes available before the grant expires, additional students will become involved in each of the programs.

January 24, 2014

Memorandum of Understanding

21st Century Community Learning Centers team members:

I would like to extend my support for the before/after school grant application as submitted by the Keokuk Community School District, Big Brothers Big Sisters of the Great River Area, and its collaborative team.

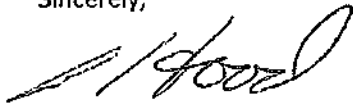
In a community that represents diversity in culture while providing a place of safety for numerous at-risk families, this program assists our community members by providing a safe and productive place for their children. While assuring a safe, nurturing environment, the program enriches the educational experience by providing structured homework assistance, family literacy, mentoring, and character education.

Our focus as the District is to provide a safe environment for our K-5 students. This program will equip students and their families with resources and skills to address literacy comprehension. Focus areas also include: enrichment and recreation activities; making healthy choices; peer interactions; and nutrition education.

Committing to a program such as this gives the District the opportunity to assist in the programming costs associated with administrative supervision and evaluation, transportation, clerical support, printing costs, and custodial services for sites.

This effort gives our community an opportunity to promote a much a closer school-community connection.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Hood", written in a cursive style.

Tim Hood, Superintendent

Keokuk Community School District



Big Brothers Big Sisters

629 Blondeau Street
Suite 105
Keokuk, IA 52632

319-526-3944
319-526-3945 Fax

of the Great River Area

January 28, 2014

21st Century Community Learning Centers team members:

Memorandum of Understanding between Keokuk Community School District and Big Brothers Big Sisters of the Great River Area.


The Keokuk Community School District & Big Brothers Big Sisters (BBBS) intend to implement 21st Century Community Learning Center before/after school program in Hawthorne Elementary School. The proposed project has been developed through an extensive collaborative effort involving many key community based organizations, KCSD leadership team, and members of our community's private and business sector.

KCSD will provide the Project Director, Lead Associates, and instructional staff outlined in the proposal. BBBS is actively involved in enriching the lives of the children of our community, and will implement activities outlined in the proposal. BBBS will assist with project continuation to ensure the successful implementation, operation, and sustainability of the project.

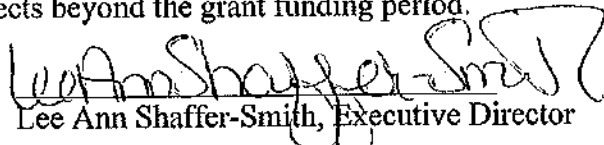
Specifically, BBBS may provide:

- Volunteer personnel at site to assist with administrative needs.
- Volunteers (Big Brothers and Sisters) to mentor youth at the site.
- Volunteers to assist with literacy program.
- Partner with YMCA to provide summer activities.
- Provide field trip opportunities for youth.

BBBS is committed to assisting the Keokuk Community School District in sustaining the activities outlined in the 21st Century Community Learning Centers proposal. BBBS will work directly with the KCSD and before/after school leadership team to develop a sustainability plan that will ensure the continuation of the projects beyond the grant funding period.



 Gary Benda, Principal
 Project Manager
 Keokuk Community School District
 Date: 1-28-14



 Lee Ann Shaffer-Smith, Executive Director
 Big Brothers Big Sisters of the Great River Area
 Date: 1/28/14

Think of the possibilities. What will you start?

start something

January 24, 2014

21st Century Community Learning Centers team members:


Memorandum of Understanding between Keokuk Community School District and Hoerner YMCA.

The Keokuk Community School District intends to implement 21st Century Community Learning Center before/after school program in Hawthorne Elementary School. The proposed project has been developed through an extensive collaborative effort involving many key community based organizations, KCSD leadership team, and members of our community's private and business sector.

KCSD will provide the Project Director, Lead Associates, and instructional staff outlined in the proposal. The Hoerner YMCA is actively involved in enriching the lives of the children of our community, and will implement activities outlined in the proposal. In addition, the Hoerner YMCA will assist with project continuation to ensure the successful implementation, operation, and sustainability of the project. Specifically, the Hoerner YMCA may provide:

- Use of Hoerner YMCA facilities, including pool, gym, and aerobic room during school out days for KCSD in-services.
- Hoerner YMCA staff to bring introductory programs to the before/after school sites.
- Use of pool during after school hours for after school program students needing swimming instruction.
- A Hoerner YMCA designee to serve on the before/after school program team.
- A summer program for students focusing on family literacy and making healthy choices for mind and body.

The Hoerner YMCA is committed to assisting the Keokuk Community School District in sustaining the activities outlined in the 21st Century Community Learning Centers proposal. The Hoerner YMCA will commit to providing activities at an agreed-upon fee for programs offered to the 21st CCLC. The Hoerner YMCA will work directly with the KCSD and before/after school leadership team to develop a sustainability plan that will ensure the continuation of the projects beyond the grant funding period.



Gary Benda, Principal

Keokuk Community School District

Date: 1/24/14


CEO

Jamie Veach, CEO

Hoerner YMCA

Date: 1/20/14



Keokuk Police Department

Chief D.C. Hinton

P.O. Box 1147

1222 Johnson St

Keokuk, IA 52632

Phone: 319-524-2741

Fax: 319-524-6221

January 29, 2014

Keokuk Community School District
1721 Fulton St.
Keokuk, IA 52632

RE: Application for Grant – Before/After School Kid Zone Program

This letter is being sent to show the support of the Keokuk Police Department for the Keokuk School District's Kid Zone Program which provides extended learning and enrichment opportunities for the students. This program provides students with adult supervision before & after their regular school day and is a vital service for working parents/guardians and their children.

The Kid Zone Program has been shown to dramatically improve student achievement while providing a safe environment for learning. There is a substantial need for this type of program for the kids of Keokuk, Iowa. Obtaining a grant for this purpose, would prove to be invaluable.

Chief Dave Hinton
Keokuk Police Department



January 29, 2014

Re: Before & After School Program

Representatives from the Keokuk Community School District and Big Brothers Big Sisters of the Great River Area have asked the Keokuk Public Library to write a letter of support for the district's 21st Century Community Learning Centers grant application. On behalf of the library, I am very happy to support this program.

I know that the Keokuk school district has received this grant in the past. "Kid Zone" was a very popular and successful program and has been greatly missed. This grant would bring back a much-needed service to the area – helping parents and guardians with before and after school care of their children, free care in a safe and nurturing environment, and helping kids by giving them opportunities to learn and grow that they might not already have.

As a librarian, I've spoken with parents and kids alike who have praised the past "Kid Zone" program. They've shared stories with me about their kids learning to cook, learning to sew and quilt, attending a play, and getting homework help. One of my staff told me that the program was a lifesaver, financially. Her son enjoyed going there after school and it fostered a love of cooking that continues, even as a senior in high school. As a working mother, and a terrible cook, I would be thrilled to enroll my children in this program where they would have many more fun learning opportunities than I am able to provide.

The Keokuk Public Library will help with this program in any way that we can, when our resources allow. We can assist with getting the word out with posters, emails, and social media. Library staff is happy to give tours and educate groups in how to use our resources. We have regular programs, like gaming, family movies, and children's book club, and also special events, like musical performances, magic shows, puppet shows, and crafts. If awarded the grant, we would be happy to work with staff so that more kids can attend these free library events.

Sincerely,

A handwritten signature in black ink that reads "Emily Rohlf". The signature is written in a cursive, flowing style.

Emily Rohlf, Director
Keokuk Public Library
210 N. 5th Street
Keokuk, IA 52632
(319) 524-1483
erohlf@keokuk.lib.ia.us
www.keokuk.lib.ia.us



January 29, 2014

Lee Ann Shafer Smith
Executive Director
Big Brother Big Sister of the Great River Area
Blondeau Street
Keokuk, Iowa 52632

Dear Lee Ann,

The Volunteer Center of the Big River United Way is very supportive of the proposed before and after school program being developed by the Keokuk School District and community partners. There is a great need for a safe, supportive learning environment for elementary school children in the before and after school hours – the hours when parents and other caregivers are not available. These hours are critical in the development of a young child and the before and after school program can provide the kind and caring support needed by a child, as well as make sure they are getting a healthy snack and have good options to do homework, socialize with their peers and caring adults, and participate in fun learning experiences not always available during the school day.

The Volunteer Center would be willing to work with the staff of the before and after school program to recruit, train and support volunteers to work with the students. This would include seeking skill-based volunteers who could provide learning experiences in the outdoor/environmental, arts/music, cooking/nutrition/fitness, reading and math areas. In addition, we would be willing to assist in helping volunteers get background screenings.

Please keep us informed about the progress in the development of this important effort. We look forward to working with you and the Keokuk School District.

Sincerely,

Barbara B. Casady
Director
Volunteer Center of the Big River United Way

IOWA STATE UNIVERSITY
University Extension

Henry County
127 N. Main
Mt. Pleasant, Iowa 52641
319/385-8126
FAX 319/385-2617

January 30, 2014

RE: 21st Century Community Learning Center Grant Review

Youth growing up in Keokuk, Iowa face many challenges. The unemployment rate is among the highest in the state, child poverty rates are much higher than the state average. Reading scores lag behind state averages.

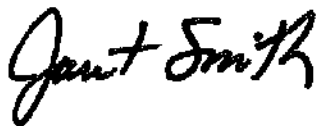
Youth need educationally enriching activities and programs. A quality afterschool program utilizing community resources could help reduce barrier to student achievement and success.

Iowa State Extension has partnered with the Big Brother Big Sister program. The program offers enhanced mentoring opportunities that a one on one relationship can enhance. ISU Extension would provide support and programming for those youth involved in the After School 21st Century Proposal.

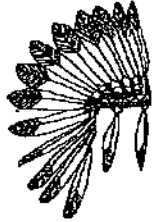
ISU Extension has resources in Science Technology, Engineering and Math that could be utilized in an afterschool environment. ISU Extension would also provide parent education and nutrition education program to parents as a supplementary resource.

The Keokuk School District has the need and desire to make positive changes for their students. Funding and resources are needed to make the vision a reality.

Sincerely,



Janet Smith



KEOKUK MIDDLE SCHOOL

2002 ORLEANS AVENUE
KEOKUK, IOWA 52632
319-524-3737



Gary Benda, KMS Principal
Woodle Brassil, KMS Counselor

Jeremy Negus, KMS Asst. Principal
Shelby Maas, KMS Counselor

To: 21st CCLC Grant Committee
From: Gary D. Benda
RE: 21st CCLC Grant

January 28, 2014

As a member of the Keokuk Community School District and an active community member, I am writing this letter of support for the Keokuk Community School District and the community of Keokuk. Our district is a DINA district in reading and math. We have a 62% F/R lunch status. Our district has a need for a safe place for students to go before the beginning of the school day and to remain at after the school day has ended. That place needs to provide additional academic opportunities in the areas of literacy comprehension, academic support and enrichment activities in the areas of nutrition, drug awareness, safety, mentoring, etc. In addition snacks and meals would be provided in the various programs to address child welfare concerns. Our program before and after school and summer programs would meet those needs. In addition, we would provide the families of those students attending our programs the opportunity to meet one evening each month and extend their own learning in many of those same areas.

We have enlisted the aid of many community based organizations, agencies and businesses to support us as we begin these programs. The addition of the 21st CCLC grant money is a key component to the success of our programs. If you have any questions about anything concerning our need for this grant, please do not hesitate to call me.

Gary D. Benda
Keokuk Middle School Principal

FORM A: SITE INFORMATION

Please fill out this section for each site you plan to operate under the grant.

21CCLC Site Name: Hawthorne Elementary School		
Site Address: 2940 Decatur Street		
City, State, Zip: Keokuk Iowa 52632		
Phone: 319-524-3503		
Site Contact Person: Robert Thomas		
Feeder School Name(s)	Building Number(s)	# of pupils from this school in 21CCLC program
Hawthorne Elementary School	409	150 up to 217 from all three sites
George Washington Elementary School	309	50 up to 217 from all three sites
Keokuk Middle School	209	17 up to 217 from all three sites
21CCLC Site Name:		
Site Address:		
City, State, Zip:		
Phone:		
Site Contact Person:		
Feeder School Name(s)	Building Number(s)	# of pupils from this school in 21 st Century Community Learning Centers Program
21CCLC Site Name:		
Site Address:		
City, State, Zip:		
Phone:		
Site Contact Person:		
Feeder School Name(s)	Building Number(s)	# of pupils from this school in 21CCLC program
21CCLC Site Name:		
Site Address:		
City, State, Zip:		
Phone:		
Site Contact Person:		
Feeder School Name(s)	Building Number(s)	# of pupils from this school in 21CCLC program

(If more sites are included in the application, please duplicate this form.)

FORM B: ASSURANCES & AGREEMENTS REQUIRED OF ALL APPLICANTS

Part A: Nondiscrimination

As the designated applicant agency representative, I certify that the 21st Century Community Learning Centers Program will comply with federal and state laws which prohibit discrimination on the basis of gender, race, national origin, disability, age, and religion in educational programs. Multicultural, gender fair approaches will be used in planning and implementing request for applications programs. Programs will provide accommodations to students learning English as a second language.

Part B: Use of Funds

As the designated applicant agency representative, I certify that the 21st Century Community Learning Centers Program will primarily target students who attend schools eligible for Title I school wide eligible programs and their families.

Part C: Supplement, not Supplant

As the designated applicant agency representative, I certify that funds from 21st Century Community Learning Centers Program will supplement, not supplant, existing services and funds.

I further certify that funds under this program will be used to increase the level of state, local and other non-federal funds that would, in the absence of these Federal funds, be made available for authorized programs and activities, and will not supplant federal, state, local, or non-federal funds.

Part D: Fiscal Control and Accounting Procedures

As the designated applicant agency representative, I certify that an annual fiscal audit will be conducted and adequate, accurate attendance records will be kept for the 21st Century Community Learning Centers Program. I further certify that the collaborative will 1) submit periodic program and fiscal reports as required by the state fiscal agent, including but not limited to, the number of pupils served, and expenditure of funds for which they were granted; 2) maintain records and provide access to those records when requested by the state fiscal agent; 3) maintain all supporting documentation of the status and results of the initiative for up to three years following completion of the 21st Century Community Learning Centers award period.

Part E: Control of Funds

As the designated applicant agency representative, I certify that it assumes responsibility for the control of funds received under this request for applications. It is acceptable to subcontract with another agency for fiscal management of the grant funds.

Part F: Program Accountability

The request for applications program manager or fiscal agent is responsible to notify the Iowa Department of Education immediately any time a deviation occurs or necessity arises to alter any of the goals, program Elements, budget or other sections as stated in the request for applications.

Part G: Evaluation and Data Collection

As the designated applicant agency representative, I certify that the 21st Century Community Learning Centers Program agrees to collect additional data that will be necessary for the evaluation of the 21st Century Community Learning Centers Program, as may be required by the Iowa Department of Education and the U.S. Department of Education, if requested.

Part H: Program Site

As the designated applicant agency representative, I certify that the 21st Century Community Learning Centers Program will take place in a safe and easily accessible facility. The program site selected is either an elementary or secondary school-site setting or another location that is

at least as available and accessible as the school site.

Part I: Collaboration with Schools

As the designated applicant agency representative, I certify that the 21st Century Community Learning Centers Program was developed and will be carried out in active collaboration with the schools the students attend. Effective integration of the 21CCLC with the regular school day requires that there be a dedicated effort to achieve ongoing communication and articulation of issues between regular school and before and after school staff. Such efforts might include, but are not limited to, combining meetings or training opportunities, identifying preferred methods of communication (e.g., a note in the school mailbox, e-mail, etc.), or case conferencing regarding individual students.

Part J: Notice to the Community

As the designated applicant agency representative, I certify that the community to be served by the 21st Century Community Learning Centers Program was given prior notice of this applicant's intent to submit an application.

Part K: Public Review of the Application

As the designated applicant agency representative, I certify that this application and any waiver requested have been made available for public review.

Part L: Parent Consent

As the designated Applicant Agency, I certify that a process will be put in place to obtain parent consent from the parents of students who participate in the proposed Community Learning Center program for the purpose of transferring records between the participant students schools and the proposed program.

The Applicant agrees to meet with project staff at the Iowa Department of Education upon request.

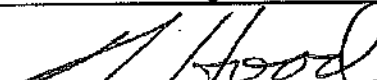
Part M: Private and Public School Consultation

As the designated Applicant Agency, I certify that I have consulted with the private and public school(s) within the boundaries of the school(s) that this application proposes to serve. I certify that the proposal meets the requirement that grantees must provide comparable opportunities for the participation of both public- and private-school students in the areas served by the grant. Include names, dates, and signatures on the separate form.

Part N: Grant Termination (Additional conditions in appendix D)

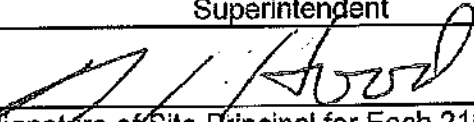
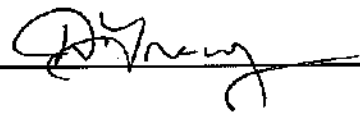
Grantees are subject to annual progress review by the Iowa Department of Education. The department may terminate a grant with a 10 day notice as a result of a non-compliance issue(s).

Certification: As the authorized representative of the Applicant Agency, and on behalf of the 21st Century Community Learning Centers Program, I agree to fulfill all of the above agreements and conditions.

Signature of Applicant Agency Representative on behalf of the 21st Century Community Learning Centers Program	Applicant Agency Name
	Keokuk Community School District

Certification: As the designated local education agency representative, I agree to fulfill all of the above agreements and conditions. In addition, I certify that the local education agency (school and district) agrees to collect and share with program partner agencies additional education achievement data, attendance and other requested data that will be necessary for the evaluation of the 21st Century Community Learning Centers Program, as may be required by the

Iowa Department of Education.

Signature of Local Education Agency Superintendent	Local Education Agency Name
	Keokuk Community School District
Signature of Site Principal for Each 21 st Century Community Learning Centers-Funded Site	Site Name
	Hawthorne Elementary School

FORM C: COLLABORATIVE SIGNATURES

Every 21CCLC program shall be developed, implemented, evaluated, and sustained through a collaborative process that includes parents, youth, and representatives of participating school sites (e.g., classroom teachers, custodial staff, support staff, etc.), governmental agencies, such as city and county parks and recreation departments, community organizations, and the private sector.


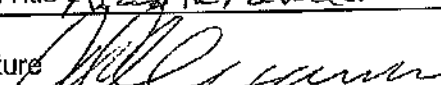
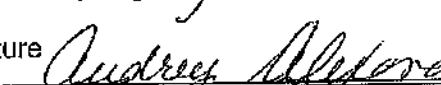
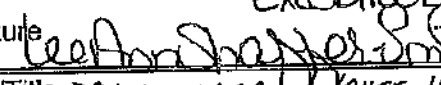
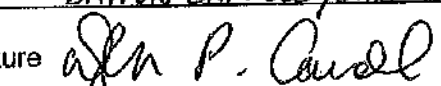
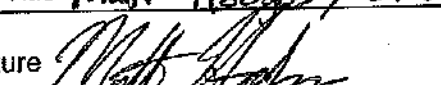

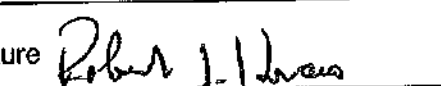
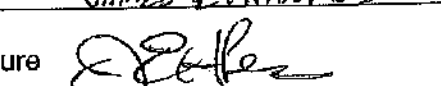
Applications only allowed up to five (5) additional pages for signatures.

Name/Signature	Agency Affiliation
Name/Title <i>R.H. SCHIFFER</i>	Agency
Signature <i>[Signature]</i>	Address <i>923 EICKER</i>
	City/Zip <i>KEOKUK</i> Phone <i>524-1335</i>
Name/Title <i>JERRY METTERNICH</i>	Agency <i>KNIGHTS OF COLUMBUS</i>
Signature <i>[Signature]</i>	Address <i>11 N 6th</i>
	City/Zip <i>KEOKUK 52632</i> Phone <i>524-1775</i>
Name/Title <i>Thomas D. Marion Mayor</i>	Agency <i>City of Keokuk</i>
Signature <i>[Signature]</i>	Address <i>801 Hazelhurst</i>
	City/Zip <i>Keokuk</i> Phone <i>319-524-7326</i>
Name/Title <i>Rev. Jerome Clayton</i>	Agency
Signature <i>[Signature]</i>	Address
	City/Zip Phone
Name/Title <i>Susan R. Horn, Keokuk</i>	Agency <i>KEOKUK PUBLIC LIBRARY FOUNDATION</i>
Signature <i>[Signature]</i>	Address <i>210 N 5th STREET</i>
	City/Zip <i>KEOKUK 52632</i> Phone <i>319-524-1483</i>
Name/Title <i>Charles L. Betts</i>	Agency <i>Keokuk Rotary</i>
Signature <i>[Signature]</i>	Address <i>1501 Grand Avenue</i>
	City/Zip <i>Keokuk IA 52632</i> Phone <i>319-524-5665</i>
Name/Title <i>Charles L. Betts, President</i>	Agency <i>Keokuk Rotary Club-2255</i>
Signature <i>[Signature]</i>	Address <i>501 Main 90 Kim Boyd</i>
	City/Zip <i>Keokuk, IA 52632</i> Phone
Name/Title <i>Anthony T. Conn, President</i>	Agency <i>Main Street Keokuk Inc.</i>
Signature <i>[Signature]</i>	Address <i>329 Main St</i>
	City/Zip <i>Keokuk, IA</i> Phone <i>319-524-5056</i>
Name/Title <i>Debra Marion Big River</i>	Agency <i>Big River United Way, Director</i>
Signature <i>[Signature]</i>	Address <i>801 HAZELHURST CIRCLE</i>
	City/Zip <i>KEOKUK 52632</i> Phone <i>319-524-7326</i>

FORM C: COLLABORATIVE SIGNATURES

Every 21CCLC program shall be developed, implemented, evaluated, and sustained through a collaborative process that includes parents, youth, and representatives of participating school sites (e.g., classroom teachers, custodial staff, support staff, etc.), governmental agencies, such as city and county parks and recreation departments, community organizations, and the private sector.

Applications only allowed up to five (5) additional pages for signatures.

Name/Signature		Agency Affiliation	
Name/Title	Roger Ricketts Keokuk Foundation	Agency	KEOKUK Area Community Foundation
Signature		Address	BOX 367
		City/Zip	Keokuk, IA Phone 319-795-1407
Name/Title	Alexander	Agency	Tri-State Med Group
Signature		Address	
		City/Zip	Keokuk 52632 Phone 319-524-1113
Name/Title	Audrey Alexander	Agency	12 Rabbit Steps
Signature		Address	2454 River Rd.
		City/Zip	Keokuk 52632 Phone 319-524-5500
Name/Title	Lee Ann Shaffer Smith EXEC Director	Agency	Big Brothers Big Sisters
Signature		Address	629 Blondeau St
		City/Zip	Keokuk 52632 Phone 319-526-3944
Name/Title	DAYTON CARROLL CHEF HY-VEE	Agency	LAKE COOPER / HY-VEE
Signature		Address	3318 MIDDLE ROAD
		City/Zip	KEOKUK, 52632 Phone (319) 524-2404
Name/Title	Matt Hodges / GM	Agency	Lake Cooper Golf and Events
Signature		Address	3318 Middle Rd
		City/Zip	Keokuk, IA Phone (319) 524-2404
Name/Title	Kirk Brandenberger / Director Tourism	Agency	Keokuk Tourism Bureau
Signature		Address	329 Main St
		City/Zip	Keokuk 52632 Phone (319) 524-5599
Name/Title		Agency	
Signature		Address	2105 PARK Ln.
		City/Zip	Keokuk 52632 Phone 319-524-5644
Name/Title	JAMES E. HANRES	Agency	TRI-STATE COALITION AGAINST DOMESTIC SEXUAL ABUSE
Signature		Address	#7 CARRIAGE GREENS
		City/Zip	KEOKUK Phone 319-524-6908

FORM C: COLLABORATIVE SIGNATURES

Every 21CCLC program shall be developed, implemented, evaluated, and sustained through a collaborative process that includes parents, youth, and representatives of participating school sites (e.g., classroom teachers, custodial staff, support staff, etc.), governmental agencies, such as city and county parks and recreation departments, community organizations, and the private sector.

Applications only allowed up to five (5) additional pages for signatures.

Name/Signature	Agency Affiliation	
Name/Title <i>KIMBERLY K. BOND</i>	Agency <i>Keokuk, Trinity Methodist, KSB Bank</i>	
Signature <i>Kimberly K. Bond</i>	Address	
	City/Zip <i>Keokuk 52632</i>	Phone
Name/Title <i>Richard Lofton</i>	Agency <i>Retired Insurance</i>	
Signature <i>Richard Lofton</i>	Address	
	City/Zip <i>Keokuk, Ia</i>	Phone <i>319-524-3877</i>
Name/Title	Agency	
Signature	Address	
	City/Zip	Phone
Name/Title	Agency	
Signature	Address	
	City/Zip	Phone
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Signature	Address	
	City/Zip	Phone
Name/Title	Agency	
Signature	Address	
	City/Zip	Phone

FORM D1: 21CCLC APPLICATION FUNDING REQUEST SUMMARY

21CCLC TOTAL FUNDING REQUEST (Before and/or After School and Summer Program Funds)		
Number of program sites included in this application:	Total number of students being served (all sites for one year):	Total first-year funding request (all sites):
1	217	\$299,460
		Total three-year funding request (all sites):
		\$898,380

FUNDING FOR EACH SITE INCLUDED IN THIS APPLICATION

NOTE: A program site may serve students from many schools. For example, a location that serves students from three (3) different schools would be considered one Program Site.

Name of Program Site	Year 1 Funding Request	Year 2 Funding Request	Year 3 Funding Request	Total Funding Request (3-year total)	Number of Students Served per site per year
Hawthorne Elementary School	\$299,460	\$299,460	\$299,460	\$898,380	217
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	

FORM D2: 21ST CENTURY COMMUNITY LEARNING CENTERS GRANT PROGRAM BUDGET

FORM D2: 21ST CENTURY COMMUNITY LEARNING CENTERS GRANT PROGRAM BUDGET

Applicant Agency:

Keokuk Community School District

Site: Hawthorne Elementary School

Directions: Provide a proposed budget for each proposed program site. Totals are to be listed on Form D1.

Restrictions: Please refer to Section II C of the RFA for specific budget restrictions. Number of Students Served: 217

Category	Year 1		Year 2		Year 3		Totals
	Student Program	Family Literacy	Student Program	Family Literacy	Student Program	Family Literacy	
Personnel	\$218,200	Same	\$218,200	Same	\$218,200	Same	\$654,600
Staff Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Materials	\$15,000	\$10,000	\$15,000	\$10,000	\$15,000	\$10,000	\$75,000
Professional Development (minimum 4% per year)	\$10,000	\$5,000	\$10,000	\$5,000	\$10,000	\$5,000	\$45,000
Student Access, Transportation etc. (maximum 8% per year)	\$0	\$5,000	\$0	\$5,000	\$0	\$5,000	\$15,000
Evaluation (about 4% per year)	\$12,000	Same	\$12,000	Same	\$12,000	Same	\$36,000
Administrative/ indirect Costs (maximum 8% per year)	\$24,000	Same	\$24,000	Same	\$24,000	Same	\$72,000
Totals	\$279,200	\$20,000	\$279,200	\$20,000	\$279,200	\$20,000	\$897,600

*Required: One form D2 per site. Please reproduce this page for each site included in the application. CONTINUATION GRANTEEES
MUST ALSO SUBMIT FORM D4. SEE THE APPENDIX ON CONTINUATION GRANTS FOR THE FORM.*

FORM D3: APPLICANT AGENCY'S FISCAL RESOURCE INFORMATION

It is recommended that each applicant, including school districts, public entities, or government agencies, possess sufficient fiscal resources in order to start up and operate the program being requested for a period of up to three months.

Check this box if you are a public entity, (e.g., a local education agency, state college or university, community college, or a governmental entity), and identify your agency's funding source within your organization (e.g., budget line item number, account number, or any other applicable reference,) that will be used to start up and operate the program for up to three months.

Check this box if you are a private nonprofit organization, private for profit organization, community-based organization, or Tribal Council. In this section, list and describe fiscal resources (cash, line of credit, emergency loans, etc) the agency has or can access to cover initial start up and operating costs, or as may be necessary for program operation. Fiscal resource information should be specific (e.g., bank or lender names; name of the holder of the account.)*

* Note: If you do not have the financial resources available equal to the amount of funding you are requesting, you do not have the financial capacity for this project.

Agencies that do not have adequate fiscal resources on hand are eligible to participate in the application process. However, the applicant must describe in this section the agency's plan to secure the necessary fiscal resources for this program application.

* Note: Agencies must validate their resources before any award can be made.

FORM E: MINORITY IMPACT STATEMENT

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa which are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism to require grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s).

- The proposed grant project programs or policies could have a disproportionate or unique positive impact on minority persons. Describe the positive impact expected from this project:

Indicate which group is impacted:

- | | |
|---|---|
| <input type="checkbox"/> Women | <input type="checkbox"/> American Indians |
| <input type="checkbox"/> Asians | <input type="checkbox"/> Latinos |
| <input checked="" type="checkbox"/> Persons with a Disability | <input type="checkbox"/> Alaskan Native Americans |
| <input type="checkbox"/> Pacific Islanders | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Blacks | |

- The proposed grant project programs or policies could have a disproportionate or unique negative impact on minority persons. Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation of representatives of the minority groups impacted:

Indicate which group is impacted:

- | | |
|--|---|
| <input type="checkbox"/> Women | <input type="checkbox"/> American Indians |
| <input type="checkbox"/> Asians | <input type="checkbox"/> Latinos |
| <input type="checkbox"/> Persons with a Disability | <input type="checkbox"/> Alaskan Native Americans |
| <input type="checkbox"/> Pacific Islanders | <input type="checkbox"/> Other |
| <input type="checkbox"/> Blacks | |

- The proposed grant project programs or policies are not expected to have a disproportionate or unique impact on minority persons. Present the rationale for determining no impact:

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: Samuel Guy D Bende

Title: Project Director

Definitions

"Minority Persons", as defined in Iowa Code Section 8.11, mean individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 5, paragraph "b", subparagraph (1):b. As used in this subsection:

(1) *"Disability"* means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

(a) Homosexuality or bisexuality.


(b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.

(c) Compulsive gambling, kleptomania, or pyromania.

(d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

FORM F: PRIVATE SCHOOL CONSULTATION MEETING LOG

	Private School Consultation Meeting Log	
	Date <u>January 28, 2014</u>	
	Time <u>9:00-10:00 am</u>	
	Location	<u>Keokuk Middle School</u> <u>Keokuk Christian Academy</u> <u>St. Vincent's Catholic School</u>

> via phone

Meeting called by:

Type of meeting:

Attendees: (Attach attendance sign-in sheet)

----- Agenda Topics -----		
Welcome [Insert Name] [Insert time allocation]		
<u>Discussion:</u>		
<u>Program out line</u>		
<u>Program goals</u>		
<u>Program membership</u>		
<u>Conclusions:</u>		
<u>Action Items:</u>	<u>Person responsible:</u>	<u>Deadline:</u>
Resources for Non-Public Schools [Insert Name] [Insert time allocation]		
<u>Discussion:</u>		
<u>All three buildings will participate in the program if the grant is received.</u>		
<u>Laura Marsot, St. Vincent's Catholic School 319-524-5450</u>		
<u>Adam Brumbaugh, Keokuk Christian Academy 319-524-5752</u>		
<u>Gary D. Bende, Keokuk Middle School 319-524-3737</u>		
<u>Conclusions:</u>		

<hr/>		
<hr/>		
<u>Action Items:</u>	Person responsible:	Deadline:
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

[continues on next page]

Consultation Procedures [Insert Name] [Insert time allocation]		
<u>Discussion:</u>		
<hr/>		
<hr/>		
<hr/>		
<hr/>		
<u>Conclusions:</u>		
<hr/>		
<hr/>		
<hr/>		
<u>Action Items:</u>	Person responsible:	Deadline:
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
Questions All Staff [Insert time allocation]		
<u>Discussion:</u>		
<hr/>		
<hr/>		
<hr/>		
<hr/>		
<u>Conclusions:</u>		
<hr/>		
<hr/>		
<hr/>		

<u>Action Items:</u>	Person responsible:	Deadline:
_____	_____	_____
-	-	-

Other Information

Resource persons:	
Special notes:	

Note: This is not an official U.S. Department of Education document. Adapted with permission from NCLB *Private School Services, Local Education Agency Resource Guide, A Handbook for District Administrators*, Orange County, Calif., Department of Education, 2006.

Note: Outcomes for your consultation: A) Services will be provided, name site, and number of children to be served, B) Services were declined.

Appendix D: Contractual Terms

APPLICANTS ARE NOT REQUIRED TO RESPOND TO THESE SECTIONS.

A. Contractual Terms Generally

The contract that the Agency expects to award as a result of this Request for Proposal will be based upon the bid proposal submitted by the successful vendor and this solicitation. The contract between the Agency and the successful vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the terms contained herein, the offer of the vendor contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the Agency.

The contract terms contained herein are not intended to be a complete listing of all contract terms but are provided only to enable vendors to better evaluate the costs associative with the RFA and the potential resulting contract. Vendors should plan on such terms being included in any contract awarded as a result of this RFA. All costs associated with complying with these requirements should be included in the revenue proposal or any pricing quoted by the vendor.

By submitting a proposal, each vendor acknowledges its acceptance of these specifications, terms, and conditions without change except as otherwise expressly stated in its proposal. If a vendor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFA may be deemed non-responsive by the Agency, in its sole discretion, resulting in possible disqualification of the proposal. The Agency reserves the right to either award a contract without further negotiation with the successful vendor or to negotiate contract terms with the selected vendor if the best interests of the Agency would be served. **B. Terms and Conditions**

B1. Nonexclusive Rights. The Contract will not be exclusive. The Department will reserve the right to select other Applicants to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

B2. Property Rights. Any products or processes developed under this project are the property of the Iowa Department of Education. **C. Compensation**

C1. Compensation. The Department will reimburse contractor expenses on a quarterly basis. The contractor may be eligible for advance funding under special circumstances.

C2. Billings. The Contractor shall submit, on a quarterly basis, an invoice for services rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code section 421.40 and 701 Iowa Administrative Code 201.1(2). The Agency may pay in less than sixty (60) days, as provided in Iowa Code section 421.40. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 421.40.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

C3. Delay of Payment Due to Contractor's Failure. If the Agency in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Agency may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

C4. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the State any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any lack the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

D. Termination

D1. Immediate Termination by the Agency. The Agency may terminate this Contract for any of the following reasons effective immediately without advance notice:

D1.1. In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

D1.2. The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;

D1.3. The Contractor fails to comply with confidentiality laws or provisions;

D1.4. The Contractor furnished any statement, representation or certification in connection with this Contract or the RFA which is materially false, deceptive, incorrect or incomplete.

D2. Termination for Cause. The occurrence of or any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under this Contract.

D2.1. The Contractor fails to perform, to the Agency's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

D2.2. The Agency determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

D2.3. The Contractor fails to make substantial and timely progress toward performance of the Contract; **D2.4.** The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law; **D2.5.** The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract; or

D2.6. The Contractor has engaged in conduct that has or may expose the Agency to liability, as determined in the Agency's sole discretion.

D2.7. The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

D3. Notice of Default. If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in

the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the Agency may either:

D3.1. Immediately terminate the Contract without additional written notice; or,

D3.2. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D4. Termination Upon Notice. Following 10 days' written notice, the Agency may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Agency up to and including the date of termination.

D5. Termination Due to Lack of Funds or Change in Law. The Agency shall have the right to terminate this Contract without penalty by giving sixty (60) days' written notice to the Contractor as a result of any of the following:

D5.1. Adequate funds are not appropriated or granted to allow the Agency to operate as required and to fulfill its obligations under this Contract;

D5.2. Funds are de-appropriated or not allocated or if funds needed by the Agency, at the Agency's sole discretion, are insufficient for any reason;

D5.3. The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency;

D5.4. The Agency's duties are substantially modified.

D6. Remedies of the Contractor in Event of Termination by the Agency. In the event of termination of this Contract for any reason by the Agency, the Agency shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which the Agency is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the Agency under this Contract in the event of termination. However, the Agency shall not be liable for any of the following costs:

D6.1. The payment of unemployment compensation to the Contractor's employees;

D6.2. The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

D6.3. Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;

D6.4. Any taxes that may be owed by the Contractor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

D7. The Contractor's Termination Duties. The Contractor, upon receipt of notice of termination or upon request of the Agency, shall:

D7.1. Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within ten (10) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, any other matters the Agency may require.

D7.2. Immediately cease using and return to the Agency any personal property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

D7.3. Comply with the Agency's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

D7.4. Cooperate in good faith with the Agency, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor. **D7.5.** Immediately return to the Agency any payments made by the Agency for services that were not rendered by the Contractor. **E.**

Indemnification

E1. By the Contractor. The Contractor agrees to indemnify and hold harmless the State of Iowa and the Agency, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Agency, related to or raising from:

E1.1. Any breach of this contract;

E1.2. Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

E1.3. The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

E1.4. Any failure by the Contractor to comply with the compliance with the Law provision of this Contract;

E1.5. Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;

E1.6. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

E1.7. Any failure by the Contractor to adhere to the confidentiality provisions of this Contract.

E2. Indemnification by the Agency

E2.1. The Agency shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Contractor from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any employee of the Agency while acting within the scope of the employee's office of employment in connection with the performance of this Contract.

E2.2. At the option of the Agency, the Contractor shall be represented by the Attorney General of the State or special counsel retained by the State or the Attorney General of the State with respect to any litigation brought by or against the Agency or such persons with respect to any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments to which such persons may be subject and to which they are entitled to be indemnified hereunder.

E2.3. If the Agency makes any indemnity payments pursuant to this Section and the person to or on behalf of whom such payments are made thereafter collects any of such amounts from others, that person shall promptly repay such amounts to the Agency, without interest.

E3. Survives Termination. Indemnification obligation of the parties shall survive termination of this Contract.

F. Insurance

F1. Insurance Requirements. The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Agency shall be named as additional insured's or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

F2. Types and Amounts of Insurance Required. Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued the insurance coverage's set forth below:

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million

	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As required by Iowa law	As required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million

F3. Certificates of Coverage. All insurance policies required by this Contract shall remain in full force and effect during the entire term of this Contract and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the Agency. The Contractor shall submit certificates of insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The certificates shall be subject to approval by the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

G. Project Management and Reporting

G1. Project Manager. At the time of execution of this Contract, each party shall designate, in writing, a Project Manager to serve until the expiration of this Contract or the designation of a substitute Project Manager. During the term of this Contract, each Project Manager shall be available to meet monthly, unless otherwise mutually agreed, to review and plan the services being provided under this Contract.

G2. Review Meetings. During the review meetings the Project Managers shall discuss progress made by the Contractor in the performance of this Contract. Each party shall provide a status report, as desired by a Project Manager, listing any problem or concern encountered since the last meeting. Records of such reports and other communications issued in writing during the course of Contract performance shall be maintained by each party.

H. Warranties

H1. Construction of Warranties Expressed in this Contract with Warranties Implied by Law. All warranties made by the Contractor in all provisions of this Contract and the Proposal by the Contractor, whether or not this Contract specifically denominates the Contractor's promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this Section apply during the term of this Contract and any extensions or renewals thereof.

H2. Concepts, Materials, and Works Produced. Contractor represents and warrants that all the concepts, materials and Works produced, or provided to the Agency pursuant to the terms of this Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and Works. The Contractor represents and warrants that the concepts, materials and Works and the Agency's use of same and the exercise by the Agency of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contractor to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Contractor and any other materials, Works and methodologies used in connection with providing the services contemplated by this Contract.

H3. Professional Practices. The Contractor represents and warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

H4. Conformity with Contractual Requirements. The Contractor represents and warrants that the Works will appear and operate in conformance with the terms and conditions of this Contract.

H5. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Agency.

H6. Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

H7. Title to Property. The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the Agency is good and that transfer of title or license to the Agency is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

H8. Industry Standards. The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the standards in the Iowa Department of Education in the performance of this Contract.

H9. Technology Updates. The Contractor represents warrants that it shall continually use and integrate the most current and up-to-date technology commercially available.

I. Contract Administration

11. Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither the Contractor nor its employees shall be considered employees of the Agency or the State of Iowa for federal or state tax purposes. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

12. Incorporation of Documents. The RFA, and amendments and written responses to bidders' questions (collectively RFA) and the Contractor's Proposal submitted in response to the RFA, form the Contract between the Contractor and the Agency and are incorporated herein by reference. The parties are obligated to perform all services described in the RFA and Proposal unless the Contract specifically directs otherwise.

13. Order of Priority. In the event of a conflict between the Contract, the RFA and the Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFA; (3) Proposal.

14. Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

15. Amendments. This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

16. Third Party Beneficiaries. There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Agency and the Contractor.

17. Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

18. Assignment and Delegation. This Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

19. Use of Third Parties. The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. All subcontracts shall be subject to prior approval by the Agency. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

110. Integration. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

111. Headings or Captions. The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

112. Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

113. Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

114. Supersedes Former Contracts or Agreements. This Contract supersedes all prior Contracts or Agreements between the Agency and the Contractor for the services provided in connection with this Contract.

115. Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

116. Notice

116.1. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the Agency: Chief, Bureau of Standards and Curriculum
Iowa Department of Education
Grimes State Office Building
400 E 14th Street
Des Moines, IA 50319-0146

If to the Contractor [name and address]:

116.2. Each such notice shall be deemed to have been provided:

116.2.1. At the time it is actually received; or,

116.2.2. Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

116.2.3. Within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail.

116.3. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

117. Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

118. Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

119. Time is of the Essence. Time is of the essence with respect to the performance of the terms of this Contract.

120. Authorization. Each party to this Contract represents and warrants to the other parties that:

120.1 It has the right, power and authority to enter into and perform its obligations under this Contract. **120.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

121. Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

122. Record Retention and Access. The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the Agency throughout the term of this Contract for a period of at least three (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

123. Solicitation. The Contractor warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

124. Obligations Beyond Contract Term. This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

125. Counterparts. The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

126. Additional Provisions. The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

127. Further Assurances and Corrective Instruments. The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

128. Delay or Impossibility of Performance. The Contractor shall be in default under this Contract if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of this Contract.

129. Suspension and Debarment. The Contractor certifies pursuant to 31 CFR Part 19 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency. The Contractor shall execute the certification regarding debarment attached as Exhibit A.

130. Lobbying Restrictions. The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements. The Contractor shall execute the certification regarding debarment attached as Exhibit B.

131. Tobacco Smoke Prohibited

131.1. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained

with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

131.2. The Contractor certifies that it and its subcontractors will comply with the requirements of the ProChildren Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The Contractor shall execute the Certification of Compliance with the Pro-Children Act of 1994 attached as Exhibit C and provide the original certification when it executes this Contract.

132. **Certified Audits.** Local governments and non-profit sub recipient entities that expend \$300,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations." A copy of the final audit report shall be submitted to the Agency if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. If an audit report is not required to be submitted per the criteria above, the sub recipient must provide written notification to the Agency that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. See A-133 Section 21 for a discussion of sub recipient versus vendor relationships.

133. **Drug Free Work Place.** The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The Contractor shall execute the certification regarding a drug free workplace and provide the original certificate to the Agency when it executes this Contract. Contractor agrees to abide by the terms of the certification. The certification is a material representation of fact upon which the Agency relied when making or entering into this Contract and any extension or renewal thereof.

Exhibit A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Proposal, the bidder is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The bidder shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under

48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and No procurement Programs.


7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

(1) The bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the bidder is unable to certify to any of the statements in this certification, such bidder shall attach an explanation to this Proposal.



(Signature)

Project Director

(Title)

Westlake Community School District

(Company Name)

Exhibit B

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid on behalf of the Sub-Grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.A. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: *Janis White*

Title: *Project Director*

Organization: *Keokuk Community School District*

Date: *1/24/14*


Exhibit C

CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

The Contractor must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or

loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

The Contractor further agrees that the above language will be included in any sub awards that contain provisions for children's services and that all sub grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

Signature: 

Title: Project Director