



Indianapolis Public Schools
Grant Accounting

New Grants Report – February 2018

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2	District	Title IV, Part A – Student Support and Academic Enrichment	12-23
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Career and Technical Education Performance Grant – February 2018

Presented By:

Ben Carter, CTE Director
Weston Young, Chief Financial Manager

Topic:

To present and receive acceptance of the CTE Performance Grant in the amount of \$99,490.90.

Executive Summary:

This grant has been awarded to recognize and reward performance on targeted performance measures for CTE programs to incentivize enhancement and expansion of those measures in the future. These funds may be spent on secondary Career and Technical Education expenses and expenditures that are directly related to increasing CTE credits and dual credits earned by students and the achievement of industry recognized credentials. Allowable expenditures include stipend/transportation of equipment for dual credit classes, program recruitment activities, program equipment, and student/staff certification registration/travel/curriculum.

Items Included:

Grant Agreement

GRANT AGREEMENT

CONTRACT #0000000000000000000024964

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Education (the "State") and INDIANAPOLIS PUBLIC SCHOOLS (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Grant Funds

The purpose of this Grant Agreement is to enable the State to award a grant of **\$99,490.90** to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibit A** of this Grant Agreement, which is incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with §Carl D. Perkins Career and Technical Education Act of 2006, PL 109-270, 20 USC 2301 et seq establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.
- C. The Grantee shall file the annual financial report required by IC 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance From Governmental Sources. The Grantee should use the information in Attachment #1 as a guide to complete this annual financial report. Specifically the source of the funds; the formal federal grant program name and CFDA number if applicable; and classification of the funding as fee for service or not is documented here. All grant documentation should be retained and made available to the State Board of Accounts if and when requested. The State agree to complete the information in Attachment #1, Part B.

This annual report is not be confused with the periodic filing of the Indiana Secretary of State's Business Entity Report. Additional information concerning this annual financial report can be obtained using notforprofit@sboa.in.gov.

3. Implementation of and Reporting on the Project

- A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted upon request and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term

This Grant Agreement commences on **October 01, 2017** and shall remain in effect through **September 30, 2018**. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4, and as permitted by the state or federal law governing this Grant.

5. Grant Funding

- A. The State shall fund this grant in the amount of **\$99,490.90**. The approved Project Budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims

- A. If advance payment of all or a portion of the grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC §4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment will be processed only upon presentation of a form designated by the State. Such form must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The Grantee agrees to abide by the Grant Budget; except that budget line item transfer of up to ten percent (10%) of the original line item amount may be transferred to other Grant budget line items without State Project Director approval. Transfers exceeding the

maximum amount of ten percent (10%) of the budget line item require a budget amendment and prior written approval by the State Project Director.

- D. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- E. Forms shall be submitted to the State within 60 calendar days following the end of the quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any forms submitted later than 60 calendar days following the end of the quarter in which the services were provided. All final forms and reports must be submitted to the State within 60 calendar days after the expiration or termination of this agreement. Payment for forms submitted after that time may, at the discretion of the State, be denied. Forms may be submitted on a semi-monthly basis. If Grant funds are unexpended at the time that the final form is submitted, all such unexpended grant funds must be returned to the State.
- F. Forms must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to twenty (20) years for 306A projects after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the grant application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit A** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Audits and Maintenance of Records

- A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

- B. The Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330. If required by applicable provisions of 2 C.F.R.200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*

9. Compliance with Laws

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of

this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-27, *et seq.* and the regulations promulgated thereunder. If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this grant. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-4 and under any other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC §5-22-3-7:
- (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
 - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

10. Drug-Free Workplace Certification

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drugfree workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drugfree workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

11. Employment Eligibility Verification

As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

12. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. Governing Law

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

14. Information Technology Accessibility Standards

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

15. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

16. Notice to Parties

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Kris Campbell, Pk-16 Support Specialist
Indiana Department of Education
115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204

B. Notices to the Grantee shall be sent to:

Benjamin Carter, CTE Director
Indianapolis Public Schools
120 E. Walnut Street
Indianapolis, IN 46204

- C. As required by IC §4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

17. Order of Precedence

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or other controlling document described in paragraph 20, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) exhibits prepared by Grantee.

18. Termination for Breach

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

19. Termination for Convenience

Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

20. Federal and State Third-Party Contract Provisions

If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal grant / contract provisions attached as **Exhibit A** and incorporated fully herein.

21. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified, or changed the State's Boilerplate clauses (as defined in the *2016 OAG/ IDOA Professional Services Contract Manual*) in any way except for the following clauses which are named below:

- 3. Implementation of and Reporting on the Project** (Modified)
- 6. Payment of Claims** (Modified)
- 22. Travel** (Clause added)

22. Travel

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Reimbursement for travel expenditures made by the Grantee will be reimbursed in accordance with the requirements of 2 CFR 200.474, which includes the requirement that reimbursed expenditures be consistent with the Grantee's documented travel policy for all travel. In the absence of a documented travel policy, and consistent with the requirements of 2 CFR 200.474(d), expenditures will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant. The parties, having read and understood the foregoing terms of this Grant, do by their respective signatures dated below agree to the terms thereof.

INDIANAPOLIS PUBLIC SCHOOLS

Indiana Department of Education

Weston R.Young

Digitally signed by Weston R. Young DN: cn=Weston R. Young, o=Indianapolis Public Schools, ou=Indianapolis Public Schools, email=youngw@myips.org, c=US Date: 2018.01.23 13:33:37 - 05'00'

Kent A. Hatcher (for) Dr. Jennifer McCormick Digitally signed by Kent A. Hatcher (for) Dr. Jennifer McCormick DN: cn=Kent A. Hatcher (for) Dr. Jennifer McCormick, o=Indiana Department of Education, ou=Superintendent of Public Instruction, email=KHatcher@doe.in.gov, c=US Date

<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Jason D.Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>

Title IV, Part A – Student Support and Academic Enrichment Grant – February 2018

Presented By:

Ann Hansen, Student Services Special Programs & Grant Coordinator
Weston Young, Chief Financial Manager

Topic:

To present and receive acceptance of the Title IV, Part A grant in the amount of \$100,000.

Executive Summary:

The Title IV, Part A Grant funds are authorized to support activities in three broad areas. First, the funds are to be used to provide students with a well-rounded education including programs such as college and career counseling, STEM, arts, civics and International Baccalaureate/Advanced Placement. Secondly, to support safe and healthy students with comprehensive school mental health, drug and violence prevention, training on trauma-informed practices, and health and physical education. Lastly, the funds will be used to support the effective use of technology that is backed by professional development, blended learning and ed tech devices.

Items Included:

Grant Agreement

GRANT AGREEMENT CONTRACT #000000000000000000025119

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Education (the "State") and INDIANAPOLIS PUBLIC SCHOOLS (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Grant Funds

The purpose of this Grant Agreement is to enable the State to award a grant of **\$100,000** to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibit A** of this Grant Agreement, which is incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with §Title IV, Part A establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.
- C. The Grantee shall file the annual financial report required by IC 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance From Governmental Sources. The Grantee should use the information in Attachment #1 as a guide to complete this annual financial report. Specifically the source of the funds; the formal federal grant program name and CFDA number if applicable; and classification of the funding as fee for service or not is documented here. All grant documentation should be retained and made available to the State Board of Accounts if and when requested. The State agree to complete the information in Attachment #1, Part B.

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3. Implementation of and Reporting on the Project

- A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with

the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted upon request and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term

This Grant Agreement commences on **November 16, 2017** and shall remain in effect through **September 30, 2019**. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4, and as permitted by the state or federal law governing this Grant.

5. Grant Funding

- A. The State shall fund this grant in the amount of **\$100,000**. The approved Project Budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims

- A. If advance payment of all or a portion of the grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC §4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment will be processed only upon presentation of a form designated by the State. Such form must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The Grantee agrees to abide by the Grant Budget; except that budget line item transfer of up to ten percent (10%) of the original line item amount may be transferred to other Grant budget line items without State Project Director approval. Transfers exceeding the maximum amount of ten percent (10%) of the budget line item require a budget amendment and prior written approval by the State Project Director.
- D. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's

performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

- E. Forms shall be submitted to the State within 60 calendar days following the end of the quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any forms submitted later than 60 calendar days following the end of the quarter in which the services were provided. All final forms and reports must be submitted to the State within 60 calendar days after the expiration or termination of this agreement. Payment for forms submitted after that time may, at the discretion of the State, be denied. Forms may be submitted on a semi-monthly basis. If Grant funds are unexpended at the time that the final form is submitted, all such unexpended grant funds must be returned to the State.
- F. Forms must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to twenty (20) years for 306A projects after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the grant application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit A** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Audits and Maintenance of Records

- A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. The Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330. If required by applicable provisions of 2 C.F.R.200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*

9. Compliance with Laws

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-27, *et seq.* and the regulations promulgated thereunder. If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this grant. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-4 and under any other applicable law
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC §5-22-3-7:
 - (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

10. Drug-Free Workplace Certification

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drugfree workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drugfree workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for

such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

11. Employment Eligibility Verification

As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

12. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. Governing Law

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

14. Information Technology Accessibility Standards

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

15. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

16. Notice to Parties

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Austin Dietrich, Assistant Director
Charter Schools & Special Programs
Indiana Department of Education
115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204

B. Notices to the Grantee shall be sent to:

Ann Hasen, Title IV Administrator
Indianapolis Public Schools
120 E. Walnut Street
Indianapolis, IN 46204

C. As required by IC §4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

17. Order of Precedence

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or other controlling document described in paragraph 20, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) exhibits prepared by Grantee.

18. Termination for Breach

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

19. Termination for Convenience

Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

20. Federal and State Third-Party Contract Provisions

If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal grant / contract provisions attached as **Exhibit A** and incorporated fully herein.

21. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified, or changed the State's Boilerplate clauses (as defined in the *2016 OAG/ IDOA Professional Services Contract Manual*) in any way except for the following clauses which are named below:

- 3. Implementation of and Reporting on the Project** (Modified)
- 6. Payment of Claims** (Modified)
- 22. Travel** (Clause added)

22. Travel (added)

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Reimbursement for travel expenditures made by the Grantee will be reimbursed in accordance with the requirements of 2 CFR 200.474, which includes the requirement that reimbursed expenditures be consistent with the Grantee's documented travel policy for all travel. In the absence of a documented travel policy, and consistent with the requirements of 2 CFR 200.474(d), expenditures will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant. The parties, having read and understood the foregoing terms of this Grant, do by their respective signatures dated below agree to the terms thereof.

INDIANAPOLIS PUBLIC SCHOOLS

Indiana Department of Education

By:

By:

Title:

Title:

Date:

Date:

Electronically Approved by: Department of Administration By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	
Electronically Approved by: State Budget Agency By: _____ (for) Jason D.Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

Attachment #1

A.) Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to any similarly titled report required by the Indiana Secretary of State.
 - c. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - d. The Gateway User Guide is found at www.gateway.ifionline.org/userguides/E1guide.
- 2) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.
- 3) Additional information can be obtained using the notforprofit@sboa.in.gov email address.

B.) As provided by the State:

Funding Source:

If funding source is passed-through federal funds:

Program Name per Catalog of Federal Domestic Assistance (CFDA):

 Title IV Student Support and Academic Enrichment Grants

CFDA # **84.424A**

If funding source is state funds:

Program Title _____

Type of funding (State funding, federal grant passed through, fee for service)

 Federal Grant Pass Through

Exhibit A

Part 3: LEA and School Assurance and Waivers

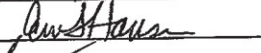
The LEA/Eligible Entity must provide the following assurances in its application.

The LEA/Eligible Entity must be able to provide, upon request, evidence of compliance with each assurance.

1. Assurance that the LEA will complete all activities and requirements by the state, including an emphasis on the following through a needs assessment to ensure access to a well-rounded education, improvement of school conditions for student learning to create a healthy and safe school environment, or access to personalized learning through technology: Science, Technology, Engineering, and Mathematics (STEM); or Reading; or Career & Technical Education; or International Baccalaureate (IB), Dual Credit, and Advanced Placement; or Social/Emotional and whole child supports
2. Establish and maintain fiscal control and fund accounting procedures, as set forth in 34 CFR Part 7 and in applicable federal and state laws and regulations.
3. An LEA that is awarded a grant shall spend no more than 25% of its funding on technology infrastructure;
4. The Title IV, A funds will be used only to supplement and not supplant state and local funds a school would otherwise receive.
5. Prior written approval must be received from the Indiana Department of Education before implementing any project changes with respect to the purposes for which the proposed funds are awarded.
6. Retain all records of the financial transactions and accounts relating to the proposed project for a period of three years after termination of the grant agreement and shall make such records available for inspection and audit as necessary.
7. The LEA or consortium will prioritize the distribution of funds to schools served by the LEA or consortium by one of the following: schools that are among the schools with the greatest needs, as determined by such local education agency, or consortium; have the highest percentages or numbers of children counted under section 1124(c); are identified for comprehensive support and improvement; are implementing targeted support and improvement plans; are identified as persistently dangerous public elementary school or secondary schools.
8. The district will help the school choose and sustain effective instructional strategies and methods and ensure that the school staff receives high quality professional development relevant to the implementation of instructional strategies. The chosen strategies must be grounded in evidence-based research and address the specific instruction or other issues, such as attendance or graduation rate, that caused the school to be identified for school improvement.
9. Comply with section 8501-8504, regarding equitable participation of private school children and teachers.
10. Engage in consultation with stakeholders in the area served by the LEA regarding the focus areas and content of this grant. Stakeholders must include, but are not limited to parents, teachers, principals, students, school leaders, charter school representatives, specialized instructional support personnel, Indian tribes (when applicable), local government representatives, and community-based organizations.
11. The Indiana Department of Education may, as they deem necessary, supervise, evaluate, and provide guidance and direction to the district and school in the management of the activities performed under this plan.
12. The schools and district shall adhere to Indiana Department of Education reporting and evaluation requirements in a timely and accurate manner.
13. The LEA certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under the fund associated with this application and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The LEA shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed and supported by funding from the application.
14. A Request for Amendment to Title IV, Part A Grant Application will be submitted under these circumstances: 1) a 10% funding change in a budget category; and/or 2) a change in the scope of activities within a category.
15. The School Corporation/Charter School certifies that it is currently registered in the System of Award Management (SAM <https://www.sam.gov>) database.
 - a) The LEA has expended \$750,000 in federal funds between July 01, 2016 and June 30, 2017. Yes No
 - b) If yes, the LEA has received a single audit or program specific audit (2 CFR 200.501). Yes No

Superintendent Signature: 

Date: 10/0/2017

Federal Grant Administrator Signature: 

Date: 9/27/2017

Treasurer Signature: 

Date: 9/28/17

Walton Family Foundation Grant – February 2018

Presented By:

Aleesia Johnson, Innovation Officer
Weston Young, Chief Financial Manager

Topic:

To present and receive acceptance of the Walton Family Foundation grant in the amount of \$1,672,000.

Executive Summary:

The purpose of the grant is to support the development of internal capacities, processes, and systems necessary for implementing full, building-level autonomy for every IPS school.

Items Included:

Grant Award Letter

DocuSign Envelope ID: DF29C585-F846-4890-B82C-FA87FD24EF59



February 7, 2018

Lewis Ferebee
 Superintendent
 Indianapolis Public Schools
 120 E. Walnut St.
 Indianapolis, IN 46204

RE: Grant #2017-2109

Dear Lewis Ferebee,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("WFF" or "Foundation") has approved a grant in the amount of \$1,672,000.00 to Indianapolis Public Schools ("IPS" or "Grantee"). The project term will be February 01, 2018 to January 31, 2020. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support the development of internal capacities, processes, and systems necessary for implementing full, building-level autonomy for every IPS school. This grant is more fully described in Grantee's proposal dated November 18, 2017. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
2. **Amount: One Million, Six Hundred Seventy-Two Thousand Dollars (\$1,672,000.00).**

Grant payments will be made as follows:

Installment	Amount	Date
#1	\$750,000.00	Upon completion of signed grant agreement
#2	\$500,000.00	8/1/2018
#3	\$422,000.00	2/15/2019

3. **Payable:** Initial installment of \$750,000.00 shall be initiated upon receipt of this completed letter from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 days of completion of the grant agreement.

Further installments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in paragraph 5 below and other information the Foundation may gather.

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Date	Report Type
7/1/2018	Interim Financial and Narrative
1/31/2019	Interim Financial and Narrative
11/30/2019	Interim Financial and Narrative
2/28/2020	Final Financial and Narrative

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to Education@wffmail.com. Please reference Grant #20172109 on all reports submitted.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

- (i) to carry on propaganda, or otherwise to attempt, to influence legislation;
- (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
- (iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further

payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

- (a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
 - (b) Grantee fails to comply with the terms of this letter; or
 - (c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.
8. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.
9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.


10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at Education@wffmail.com. Please reference Grant #2017-2109 in your communication.

We have enclosed the grant letter. By electronically signing the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing is not completed by February 14, 2018 the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

DocuSigned by:

5C6949FCD8C6462...

Kyle J. Peterson
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Lewis Ferebee (Date)
Indianapolis Public Schools