

AGREEMENT BETWEEN

THE SOUTH DAKOTA DEPARTMENT OF LABOR AND REGULATION
AND
LUTHERAN SOCIAL SERVICES OF SOUTH DAKOTA
705 EAST 41ST STREET, SUITE 200; SIOUX FALLS, SD 57105-6048

Contract Number 16-AB-005

This agreement establishes the general responsibilities and procedures for the above named parties for administration and delivery of the Adult Education and Literacy (AEL) Program. This Agreement is effective from July 1, 2015, through June 30, 2016.

This grant award's extension is the result of a competitive request-for-proposal process that began March 21, 2012. Programs are reviewed each year; annual grant awards are contingent upon the availability of federal and state funds and upon compliance with state and federal regulations.

I. GENERAL RESPONSIBILITIES

- A. It shall be the responsibility of Lutheran Social Services of South Dakota, hereinafter referred to as the Sub-recipient, to
1. Identify, recruit, and retain eligible adults for adult education instruction, services, and activities under the Adult Education and Family Literacy Act (as Title II of the Workforce Investment Act of 1998 [WIA] and transitionally as Title II of the Workforce Innovation and Opportunity Act of 2014 [WIOA]).
 2. Consider all Department of Labor and Regulation local office referrals as possible recruitment opportunities.
 3. Ensure all eligible AEL participants have signed the *Release of Information* section of the intake form.
 4. Determine the instructional level of the student through standardized assessment using TABE 9&10, BEST Plus, or BEST Literacy instruments.
 5. Determine, in coordination with the adult student, instructional goals for employment, postsecondary education or job training, and/or completion of the GED[®] credential; additionally, consider student status and goal-setting processes for secondary outcome measures (under the National Reporting System).
 6. Provide instructional activities in one or more of the following categories:
 - a. Adult basic education
 - b. Adult secondary education
 - c. Workplace literacy/job preparedness
 - d. English literacy/civics
 - e. Family literacy

7. Administer timely post-test assessments to document educational gain per publisher's respective guidelines and requirements. The Sub-recipient's post-test target rate is a minimum of 60%.
8. Meet or exceed the State's negotiated performance measures as indicated in the following table.

PERFORMANCE MEASURE INDICATORS	PY15-16 GOAL
Beginning Literacy ABE	60%
Beginning Basic Education ABE	44%
Low Intermediate ABE	40%
High Intermediate ABE	34%
Low Adult Secondary Education ASE	48%
Beginning Literacy ESL	37%
Low Beginning ESL	53%
High Beginning ESL	50%
Low Intermediate ESL	42%
High Intermediate ESL	42%
Advanced ESL	37%
Entered employment	56%
Retained employment	76%
Receipt of secondary school diploma or GED® credential	85%
Entered postsecondary education or job training	19%

9. Collect and enter all necessary data into the electronic Management Information System (LACES) by the 7th of each month for the previous month's activities and retain the supporting documentation in the permanent student file.
10. Establish and maintain student hard copy files according to South Dakota Department of Labor and Regulation (SDDLRL) AEL policy. The hard copy files shall be retained for three years after the final year in a multi-year grant cycle, as set forth in Education Department General Administration Regulations (EDGAR) §76.730; these files include student and financial records.
11. Refer all learners that will, upon program exit/completion, populate the *Enter Employment* cohort to the SDDLRL local office; refer all other learners to SDDLRL local office when appropriate (support services, National Career Readiness Certificate, Job Search Assistance Program, Work Experience, job training, Wagner-Peyser, WIA eligibility, etc.) to support other cohort goals of *Retaining Employment*, *GED® Credentialing*, and *Job Training/Postsecondary Education*.
12. Participate in professional development opportunities provided by the state AEL program. Attendance of at least one data specialist from each program is required at all LACES trainings.

13. Provide AEL follow-up services (survey/data matching) for all students as defined by the National Reporting System.
 14. Provide reports of progress as requested and required by SDDLRL; these reports may be based upon, but not limited to, the following: Sub-recipient's Statement of Need, Goals and Objectives, Activity Plan, and Evaluation Plan as detailed within the Sub-recipient's grant application.
 15. Comply with the general conditions and assurances signed and submitted to SDDLRL. The Sub-recipient is also responsible to follow the policies set forth in the AEL Policy Manual.
 16. Observe copyrights and provide for all necessary assessment administrations, instruments, test booklets, sundry forms, answer sheets, and any other required instructional material/supply either from the award monies or as part of the local match; the assessment materials and instructional supplies are the Sub-recipient's responsibility.
 17. Protect the privacy, security, and confidentiality of WIA-related participant data as *Personally Identifiable Information*. Sub-recipients [outside the state email system] will use encryption software when transmitting sensitive data (e.g., Social Security Numbers, Public Assistance Status, Disabilities, etc.) to the State central office, DLR Local Offices, and other parties involved in these AEFLA-supported activities.
 18. Prepare and provide documentation that is requested for programmatic monitoring conducted during the 2015-2016 program year. Monitoring may include, but is not limited to, the following: conference calls, video conferencing, webinars, desk monitoring, and/or site visits.
 19. Expend allocated funds according to guidance in Section II of this agreement.
- B. It shall be the responsibility of SDDLRL to
1. Provide funding for operation of AEL programs in the amounts listed in Section II for the period of July 1, 2015, through June 30, 2016.
 2. Provide technical assistance to Sub-recipient's administrators and staff on system knowledge, data management, adult education methodology (teacher quality and effectiveness), assessment, and accountability.
 3. Provide DLR local office support services to eligible WIA participants as appropriate and make referrals to the Sub-recipient for AEL services; DLR local offices will also consider referrals from the Sub-recipient for enrollment into WIA programming.
 4. Assist the Sub-recipient with follow-up services for participants.
 5. Conduct programmatic monitoring, as scheduled by SDDLRL, to review, assess, and evaluate program services, data quality, management of the grant award, as well as

to identify specific needs for the provision of technical assistance and/or corrective action.

II. FISCAL RESPONSIBILITIES

A. It shall be the responsibility of the Sub-recipient to

1. Expend funds in accordance with federal regulations, SDDL R AEL rules, this agreement, and the *FY2016 AEL Budget Prospectus*.

Federal—AEFLA (CFDA 84.002)	Federal: EL Civics	State General Funds	Total Award Amount	Local Match Requirement	Project's Grand Total
\$ 37,000.00	\$ 34,000.00	\$ 41,000.00	\$ 112,000.00	\$ 10,000.00	\$ 122,000.00

2. Maintain sufficient records to provide an accountability of all funds expended under this agreement. Documents that support reimbursement vouchers must be retained.
3. Provide AEFLA-supported instruction, activities, and services free of charge to adult education participants. No *Materials & Supplies* fees, class fees, or tuition may be charged.
4. Maintain correct funding levels in each budget category. The SDDL R AEL Administrator may approve, upon written request, budget transfers within cost categories and from *Administrative* to *Instructional*.
5. Establish and maintain internal controls as required by the Federal OMB Uniform Guidance (2 CFR 200) for this grant.
6. Submit the most current single audit and/or the most current program-specific audit upon SDDL R's request (Office of Management and Budget Circular No. A-133).
7. Submit monthly vouchers for reimbursement per the SDDL R/AEL policies and procedures.
8. Track, document, and submit required Local Match totals (as in-kind contributions or cash) toward allowable Adult Education instruction, activities, and/or services. If your agency's capacity changes during the program year, you must contact SDDL R to request a modification of the Local Match figure; justification for a potential match-adjustment will be prescribed by the agency.
9. Refund unexpended advancements. These monies are subject to re-allotment and must be refunded to SDDL R at the end of the program year.
10. Understand that non-performance of mutually-agreed-upon instruction, services, and/or activities may result in immediate termination of this agreement.

III. MISCELLANEOUS

- A. Sub-recipient agrees to indemnify and hold the State of South Dakota ("State", any reference thereto also encompasses SDDLRL), its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require Sub-recipient to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.
- B. While performing services hereunder, Sub-recipient is an independent Sub-recipient and not an officer, agent, or employee of the State of South Dakota.
- C. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- D. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- F. Sub-recipient will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- G. This Agreement may be terminated by either party hereto upon 30 days written notice. In the event Sub-recipient breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Sub-recipient at the time of termination may be adjusted to cover any additional costs to the State because of Sub-recipient's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Sub-recipient it is determined that Sub-recipient was not at fault, then Sub-recipient shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- H. Sub-recipient, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

1. Commercial General Liability Insurance:

Sub-recipient shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1 million for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

2. Business Automobile Liability Insurance:

Sub-recipient shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

3. Worker's Compensation Insurance:

Sub-recipient shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Sub-recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State. Sub-recipient shall furnish copies of insurance policies if requested by the State.

SIGNATURES

The above named party agrees to operate an Adult Education and Family Literacy Program and/or Activity under the auspices of the Adult Education and Literacy Program, Department of Labor and Regulation for the State of South Dakota as prescribed in the State Plan for Adult Education and the Sub-recipient's proposal. The awarding of Adult Education and Family Literacy Act funds is contingent upon the receipt of federal funding by the Department of Labor and Regulation.

I declare and affirm under the penalties of perjury that the claim information has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.



Authorized Signature

7/29/15

Date

51-001-46022473E-RA-001

Federal Tax Identification Number



Marcia Hultman, Cabinet Secretary
Department of Labor and Regulation

9.2.15

Date