

Perkins V Local Application

Consortium

Fiscal Year 2024



Cover Page

1. Consortium name:
2. Individual assigned as Career & Technical Education Director.
Name:
Official position title:
Phone Number:
Email:
3. Additional individual who can assist for answering or responding to in-quiries regarding this application.
Name:
Official position title:
Phone Number:
Email

By signing this document, the eligible agency, through its representative(s), agrees:

That this document serves as a continuation of the applicants FY23 Local Application.

To the assurances, certifications, and other forms enclosed in the Local Application.

The budget items included in this application align with the results of the FY23 CLNA and FY23 Local Application.

That, to the best of your knowledge & belief, all information & data included in the FY24 Local Application submission are true and correct.

CTE Director

Business Administrator/
Other Fiscal

Local Application Declaration for FY 24

Instructions: Perkins V statute requires eligible recipients to maintain a local application for Career and Technical Education programs that run concurrent with the term of the State Plan (in this case through June 30, 2023). The section below is the LEA/Institution declaration of continuation or revision of the of the FY23 local application.

Please review the options below and mark the applicable box that corresponds with your FY24 Budget documentation. If a revision to your Local Application is desired for FY24, you must submit an Amended FY23 Local Application (see instructions below for submitting a revised local application.)

Option 1 I certify that FY24 will be a continuation of the goals, strategies and activities outlined in the LEA/Institution Local Application from FY23. (*Move on to the FY24 budget section*)

Option 2 I certify that a Local Application revision including performance indicator levels is needed and the documentation is included with this form.

Instructions for revision:

1. All plan revisions must be completed on the FY23 Local Application form which must be submitted through Utah Grants along with this current year budget application form (FY24).
2. All plan revision(s) need to be addressed in the correlating sections of the FY23 Local Application form (leave unrevised sections blank).
3. A brief summary must be provided below that identifies the local application section(s) that have been revised and the reason for the revision.



Budget Summary

Instructions: Please enter a budget narrative below. The narrative must address the following items.


- ✓ Provide details explaining how Perkins funds are going to be expended for FY24 and how those expenditures align with the CLNA and Local application completed in FY23.
- ✓ The narrative must include how your LEA/Institution plans to expend funds for each of the nine general budget categories identified on the previous page.
- ✓ Explain how Administrative funds (up to 5% of the total award, including indirect costs) will be utilized.
- ✓ Applicants may submit equipment expenses which exceed \$5,000 per item by listing proposed equipment on the Capital Equipment List, or by attaching a spreadsheet in Utah Grants. Items listed in this narrative or on the equipment section below must also be itemized in the equipment section within your Utah Grants budget.





Consortium Assurances

By signing this document, the eligible Consortium through its/their authorized representative agrees:

1. The Consortium agrees and understands that they will be required to design and submit a completed Memorandum of Understanding that will need to be submitted with this application;
 2. The Consortium agrees and understands that the amount of funds received by the Consortium will be the total amount of eligibility for all the members of the Consortium;
 3. That the consortium agrees the fiscal agent of this Consortium has responsibility for full fiscal oversight of Perkins V funds received;
 4. The Consortium agrees and understands that fiscal agent for this Consortium is responsible to submit the Local Application and Needs Assessment (full consortium coordination is required);
 5. The Consortium agrees and understands that the Fiscal Agent is responsible for all Perkins V payment of invoices, payroll, and other financial activities;
 6. The Consortium agrees and understands that ALL members of the consortium support the work of the Perkins V Region Consortium;
 7. The Consortium agrees and understands that all local entity members must work together on the development of the local needs assessment and to develop a plan that will meet the educational objectives and activities to reach the required performance measures;
 8. The Consortium agrees and understands that each local entity member is responsible for submitting their own accountability data at the required time;
 9. The Consortium agrees and understands that funds allocated to the Consortium formed are to be used only for the purposes and programs mutually beneficial to all members of the consortium and can be used only for programs authorized under Perkins V;
 10. The Consortium agrees and understands that funds may not be reallocated to individual members of the Consortium;
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Local Federal Assurances

LOCAL ASSURANCES

We, as an eligible recipient for funds under the Strengthening Career and Technical Education for the 21st Century Act (Perkins V), hereby grant the following assurances:

1. Compliance with:
 - a. Title VI of the Civil Rights Act of 1964 and its implementing regulations (34 C.F.R. Part 100), and in accordance therewith, no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance;
 - b. Title IX of the Education Amendments of 1972, as amended, and its implementing regulations (34 C.F.R. Part 106), which prohibit discrimination based on sex in education programs and activities receiving federal financial assistance;
 - c. Section 504 of the Rehabilitation Act of 1973 and its implementing regulations (34 C.F.R. Part 104), which prohibit discrimination on the basis of disability in programs and activities receiving federal financial assistance;
 - d. The Age Discrimination Act of 1975, as amended, and its implementing regulations (45 C.F.R. Part 90), which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
 - e. Title II of the Americans with Disabilities Act, and its implementing regulations (28 C.F.R. Part 35), which prohibit discrimination on the basis of disability by public entities, or it will comply with Title III, and its implementing regulations (28 C.F.R. Part 36), which prohibit discrimination on the basis of disability in public accommodations, whichever is applicable.
2. All contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to its students or employees in connection with its education programs or activities are not discriminating in violation of the above cited statutes, regulations, guidelines and standards against those students or employees.
3. Compliance with the requirements of the Act and provisions of the State Plan, including the provision of a financial audit of funds received under the Act which may be included as part of an audit of other Federal or State programs.
4. None of the funds expended under this Act will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the acquiring entity or the employees of the acquiring entity, or any affiliate of such an organization.
5. The eligible recipient will provide a career and technical education program that is of such size, scope, and quality to bring about improvement in the quality of career and technical education programs.
6. Funds made available under this Act for career and technical education activities shall supplement, and shall not supplant, non-Federal funds expended to carry out career and technical education activities.
7. Not use funds made available under Perkins V to require any secondary school student to choose or pursue a specific career path or major, mandate that any individual participate in a career & technical education program, including an USBE program that requires attainment of a federally funded skill level, standard, or certificate of mastery.
8. Not use funds received under the Perkins V Act to provide career & technical education programs to students prior to the middle grades (6-8).
9. An eligible recipient that uses funds under this Act for in-service and preservice career and technical education professional development programs for career and technical education teachers, administrators, and other personnel shall, to the extent practicable, upon written request, permit the participation in such programs of career and technical education secondary school teachers, administrators, and other personnel in nonprofit private schools offering career and technical secondary education programs located in the geographical area served by such eligible recipient.

10. An eligible recipient shall consult, upon written request, in a timely and meaningful manner with representatives of nonprofit private schools in the geographical area served by the eligible recipient regarding the meaningful participation, in career and technical education programs and activities receiving funding under this Act, of secondary school students attending nonprofit private schools.
11. Not use Perkins V funds for the purpose of directly providing incentives or inducements to an employer to relocate a business enterprise from one State to another State if such relocation will result in reduction in the number of jobs available in the State where the business enterprise is located before such incentives or inducements are offered.
12. Will administer each program in accordance with all statutes, regulations, program plans and applications applicable to that program.
13. Control of funds under each program and title to property acquired with those funds will be in a public agency and a public agency will administer those funds and property.
14. Use of fiscal controls and separate fund accounting procedures that will ensure proper disbursement of and accounting for federal funds paid to it under each program and shall not commingle state/federal funds.
15. Retain all records relating to a program for which federal funds are received for a period of three years after the completion of the activity for which the funds are used or until such time greater than three years as all pending reviews or audits have been completed and resolved.
16. Shall repay all funds determined to be due to the federal government as a result of a disallowance decision in a manner deemed to be reasonable by the state or the federal government.
17. Provide access to the Utah State Board of Education, the federal grantor agency, Comptroller General of the United States, Utah State Legislature, or any of their duly authorized representatives, to any of the school districts books, documents, or records which are directly pertinent to this specific Contract. Access to records includes the right to review, audit, inspect, and make excerpts and transcriptions.
18. Provide qualified personnel for the projects and special services funded by USBE.
19. Assess the special needs of students participating in programs receiving assistance with respect to their successful completion of the career & technical education program in the most integrated setting possible.
20. Provide supplementary services to students who are members of special populations including, with respect to individuals with disabilities, when appropriate;
 - a. curriculum modification;
 - b. equipment modification;
 - c. classroom modification;
 - d. supportive personnel; and
 - e. instructional aides and devices.
21. Provide special population students enrolled in private secondary schools with access to career & technical education programs/projects.
22. Provide, to the extent practicable, to individuals who are members of special populations equal access to the full range of career & technical education programs available to individuals who are not members of special populations, including occupationally specific courses of study; work-based learning; apprenticeship programs; and comprehensive career guidance and counseling services. This provision prohibits discrimination based on a student's status as a member of a special population group.
23. Provide individuals who are members of special populations with equal access to recruitment, enrollment, and placement activities.
24. These assurances apply to any and all Perkins funds awarded during the fiscal year.

CERTIFICATION OF ASSURANCES

I certify that the above assurances will be complied with and those programs, services and activities approved will be conducted in accordance with the Strengthening Career and Technical Education for the 21st Century Act, General Education Provisions Act (GEPA), General Education Provisions Act Enforcement Regulations, OCR Guidelines, Education Department General Administrative Regulations (EDGAR), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Programs (2 C.F.R. 200), the State Plan for

Career and Technical Education, and the Governing Rules and Policies of the State Board for Career & Technical Education.

LOBBYING CERTIFICATION

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

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

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS CERTIFICATION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

- A. The applicant certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

DRUG-FREE WORKPLACE CERTIFICATION

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610.

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees 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 violation of such prohibition;

- b. Establishing an on-going drug-free awareness program to inform employees about –
 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 employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph(d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No.3), Washington, DC20202-4571. Notice shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph(d) (2), with respect to any employee who is so convicted –
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily 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;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Consortium Assurances Signature Page

CTE DIRECTOR/Consortium Member:

By signing this I acknowledge and agree to the Consortium Assurances
Fiscal Agent:

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