



Illinois State Board of Education

100 North First Street • Springfield, Illinois 62777-0001
www.isbe.net

Jesse H. Ruiz
Chairman

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Dr. Randy J. Dunn
State Superintendent of Education (Interim)

Work Experience and Career Exploration Program (WECEP) Continuation Guidelines

Fiscal Year 2006

Career Development and Preparation
100 North First Street
Springfield, Illinois 62777-0001
217/782-4620

April 2005

BACKGROUND AND PROGRAM SPECIFICATIONS

Section 2-3.66a of the School Code (105 ILCS 5/2-3.66a) authorizes the Illinois State Board of Education to provide grants to school districts to develop career-related classroom instruction and cooperative work experience for 14- and 15-year-old students who are currently enrolled as full-time students in the regular school program but who have the potential to drop out of school. The purpose of the Work Experience and Career Exploration Program (WECEP) is to help academically disadvantaged students obtain applied academic instruction, career development, and social enrichment designed to prevent them from dropping out of school.

This program is specifically aimed at helping at-risk students to become reoriented and motivated to complete their education by allowing students to participate in career education and work training experiences provided by the private sector for not more than 23 hours a week.

The Work Experience and Career Exploration Program is designed to motivate and encourage students to complete high school while enabling them to make a successful transition to postsecondary education, employment, or other career advancement opportunities. The program emphasizes career exploration, preparation, and motivation through a combination of paid work experience and academic intervention in a nontraditional classroom setting designed to facilitate individual and small group instruction. One of the goals of the program is to provide students at risk of not completing high school with access to occupational training.

FISCAL INFORMATION

Individual grant awards will be made according to the school district's relative ability-to-pay factor, which is based in part on the number of economically disadvantaged students (Title I) enrolled in the district. The portion that a grantee will receive from state funds will range from 52 percent to 95 percent of the total proposed cost of providing the program, with the remaining funds expected to come from local sources. Funded programs should use their previously assigned rates.

Travel costs are allowable expenditures from grant funds. Mileage is allowed for students to travel to and from the job site. Travel for teacher/coordinators includes costs incurred for the supervision of students on the job site. Costs need to be included for travel and registration to attend a statewide meeting of the network. All teacher/coordinators are expected to attend. Travel costs to attend the WECEP Advisory Team meeting can also be included, if needed.

Applicants should refer to the *State and Federal Grant Administration Policy and Fiscal Requirements and Procedures Handbook*, which contains information to assist applicants in preparing the fiscal sections of the proposal. The handbook is available in PDF format at <http://www.isbe.net/Funding/PDF/fdsprochandbook.pdf>. Also, the *Project Management Handbook, September 2000 edition*, contains information on completing budget forms and contains blank forms and the attachments of this document to assist applicants in preparing their proposals. Copies are available at <http://www.isbe.net/wpp/ProjectManagerHandbook.doc>.

PROGRAM OUTCOMES

The success of each program is measured in terms of the accomplishments of the students enrolled at each site. Each program site is responsible to record services provided and program outcomes of each participant with the Illinois Student Information System (ISIS). The following are goals of the program:

- 100% of program participants remain in school.
- 100% of program participants earn 2 credits toward high school graduation and/or promoted to the next grade.
- 90% of program participants are placed in an appropriate work site.

PROGRAM COMPONENTS AND SPECIFICATIONS

By signing the FY 06 WECEP Continuation Grant Agreement, the school district is agreeing to meet the laws and specifications of a Work Experience and Career Exploration Program as listed below:

- Program will be available to 14-15 year old students who are currently enrolled as full-time students in the regular school program but who have the potential to drop out of school.
- Each program must be offered as part of the regular school day.
- Each program must provide a minimum of 200 minutes of instruction per week on general and specific topics related to careers and employment;
- Each program must provide paid employment for students who participate in the program in the private sector.
- Each student should receive individualized classroom instruction and supervision time that is equal to one-half hour or more per week.

- The program shall meet the educational standards as designated in the Illinois Learning Standards established by the Illinois State Board of Education.
- The program will not interfere with the schooling or with the health and well-being of the minors involved.
- Students shall receive credits to meet high school requirements or for promotion to the next grade for both in-school related instruction and paid work experience.
- The school is responsible for furnishing adequate classroom facilities for WECEP. The classroom should contain individual student tables and chairs, chalkboards, bulletin boards, storage cabinets, filing cabinets, and a desk for the teacher coordinator. In addition, the school must provide adequate supplies, including appropriate reading materials, computer equipment, and a telephone within or immediately adjacent to the classroom.
- Each program unit shall be under the supervision of a teacher coordinator who shall coordinate the work and education aspects of the program and make regularly scheduled visits to the work stations.
- Each teacher coordinator must meet the following requirements:
 - have one year (2,000 hours) of employment experience in an appropriate occupation or occupations.
 - have completed six semester hours of formal coursework in the area of organization and administration of work experience and career exploration education, including techniques of coordinating work-site learning experiences and individualized instructional methods;
- Each program shall be limited to a minimum of 12 students and a maximum of 25 students per full-time teacher coordinator.
- A student participating in the program shall have a written training memorandum signed by the teacher coordinator, the employer and the student. The agreement shall also be signed or otherwise consented to by the student's parent or guardian.

CHILD LABOR LAWS

By signing the FY 06 WECEP Continuation Grant Agreement, each school district agrees to comply with the criteria as required by Section 570.35a(b)(3) of Title 29 of the Code of Federal Regulations including:

- Students may not work before 7:00 a.m. or after 7:00 p.m. during the school year.
- Students may not work more than three hours on school days.
- Students may not work more than 8 hours in any 1 day when school is not in session.
- Students may not work more than six consecutive days.
- Students may work up to three hours during the time when school is in session.
- Students may work up to 23 hours during a school week.
- Students may work up to 40 hours during a non-school week.
- Students may work in occupations otherwise prohibited for which a *variance* has been granted by the Administrator of the Wage and Hour Division for the U. S. Department of Labor.
- Students may only be employed under one work permit at a time and the WECEP work permit is not valid for summer work.
- The program will not operate during the summer months when school is not in session.
- The employment of a minor enrolled in the program must not have the effect of displacing a worker employed in the establishment of the employer.

In completion of the FY 06 WECEP Continuation Grant Agreement, each program must provide the following information:

- A copy of the course syllabus for the related class.
- Documentation of the 2000 hours of employment experience for the teacher/supervisor.

- Documentation of passing the two coop classes are required to be a Cooperative Education Coordinator.
- An outline of the student selection and enrollment process.
- A list of the private sector training sites. (Form provided)

APPLICATION FORMAT

Each proposal must be submitted in the format outlined below. Please use the following as a checklist in assembling your completed application.

- ____ 1. **Grant Agreement and Budget Summary and Payment Schedule** must be submitted on the forms provided and signed by the district superintendent or official authorized to submit the proposal.

- ____ 2. **Budget Information** must include descriptions of the anticipated expenditures, correlated to the line items set forth on the Budget Summary. Allowable expenses include the cost of employing teacher coordinators, teacher coordinators' travel expenses, and student transportation costs. The cost for attending a statewide network meeting at Connections for 2006 should be included.

- ____ 3. **Certifications and Assurances:** Each applicant is required to submit the attached certification form ("Certifications and Assurances, and Standard Terms of the Grant"). This must be signed by the school district superintendent or official authorized to submit the proposal and to bind the applicant to its contents.

- ____ 4. **Program Components and Specifications:** Each applicant, by signing the grant agreement, assures that all components of a Work Experience and Career Exploration Program are in place and functioning. The applicant will also provide a course syllabus, a training memorandum, documentation of 2000 hours of work experience for teacher/coordinator, an outline of the student recruitment and selection process, and a list of potential employers.

TERMS OF GRANT

- A. Applicants may be asked to clarify certain aspects of their proposals. A negotiated and finalized proposal returned to the applicant, with an authorized signature affixed to the cover page, will constitute an approved agreement with the Illinois State Board of Education.

- B. Orders for payment will be submitted to the Office of the Comptroller according to a negotiated payment schedule. Payments may be reduced from scheduled amounts if periodic reports show excessive cash on hand.
- C. An approved budget may be amended by filling out the Budget Summary form to show the new amounts required and attaching an explanation for the changes. A budget amendment must be submitted for agency approval whenever any individual line item changes by more than \$1,000 or 20 percent, whichever is larger. A budget amendment must also be submitted for approval when a grantee proposes to use funds for allowable expenditures not identified in the approved budget. Budget amendments will be approved if the proposed distribution of resources or activities would have been approvable within the original application.
- D. Funds granted for the operation of this program must be used exclusively for the purposes stated in the approved proposal and must be expended in accordance with the approved budget and the grantee's policies and procedures related to such expenditures. Funds may only be expended for activities occurring during the grant period.
- E. Successful applicants will be subject to the provisions of Section 511 of P.L. 101-166 (the "Stevens Amendment") due to the use of federal funds for this program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
- F. Subcontracting: No subcontracting is allowed under this Request for Proposals.
- G. Reporting: The grantee must submit a final narrative report, due by July 31, 2006.

FEDERAL EMPLOYER IDENTIFICATION
NO. (FEIN)

ILLINOIS STATE BOARD OF EDUCATION
Career Development and Preparation, E-240
100 North First Street
Springfield, Illinois 62777-0001

SUBMISSION FORM/GRANT AGREEMENT FOR THE WORK EXPERIENCE AND CAREER EXPLORATION PROGRAM (WECEP)

This submission form/grant agreement is submitted to the Illinois State Board of Education ("ISBE") by the following institution or agency (the "Grantee"):

AGENCY/INSTITUTION NAME	PROGRAM NAME
SUPERINTENDENT, SYSTEM DIRECTOR, PRESIDENT, ROE OR RESPONSIBLE AGENT NAME AND ADDRESS	PHONE
	FAX
	E-MAIL
PROJECT DIRECTOR NAME AND ADDRESS	PHONE
	FAX
	E-MAIL
PROJECT COORDINATOR NAME AND ADDRESS	PHONE
	FAX
	E-MAIL

Subject to all terms and conditions set forth herein, this form, and the documents specified below, shall constitute the grant agreement between the Grantee and ISBE for the use of the funds provided through WECEP (the "Grant Program"):

1. Fiscal Year 2006 WECEP Grant Program Budget (the "FY 06 Budget"). The FY 06 Budget shall consist of the proposed FY 06 budget submitted with the Grantee's funding application, as modified by the Grantee's Project Director and approved by ISBE.
2. Fiscal Year 2006 WECEP Grant Proposal (the "FY 06 Proposal"). The FY 06 Proposal shall consist of the FY 06 proposal submitted with the Grantee's funding application, as modified by the Grantee's Project Director and approved by ISBE.
3. The following certifications and assurances:
Certifications, Assurances and Standard Terms of the Grant.
4. Assurance that the Grant Program requirements will be followed as set forth in the FY 06 WECEP Grant Program guidelines.

Under this grant agreement, the Grantee will be authorized to implement and incur expenditures in accordance with the FY 06 Proposal from July 1, 2005 through June 30, 2006. This grant agreement will constitute the entirety of the agreement between the parties with respect to the Grant Program, and supersedes any other agreement or communication, whether written or oral. This grant agreement may not be amended or modified except in writing signed by the Grantee and ISBE, provided that the Grantee's Project Director shall be authorized to amend the FY 06 Budget and FY 06 Proposal with the prior written authorization of ISBE.

The person executing this form on behalf of the Grantee certifies and assures ISBE that (i) he or she has been duly authorized to file this application for and on behalf of the Grantee, and otherwise to act as the authorized representative of the applicant in connection with this grant agreement; and (ii) the Grantee's Project Director has the necessary legal authority to negotiate and agree to the FY 06 Budget and FY 06 Proposal (and any amendments thereto) on behalf of the Grantee.

The Grantee acknowledges and agrees that (i) execution of this form by the Grantee shall not entitle it to funding through the Grant Program, nor create an agreement between the Grantee and ISBE; and (ii) no agreement shall exist between ISBE and the Grantee in relation to the Grant Program until such time as the FY 06 Proposal has been accepted for funding by ISBE, ISBE has issued its final approval of the FY 06 Budget and FY 06 Proposal, and the grant agreement has been executed by all necessary ISBE signatories. Upon execution by all necessary ISBE signatories, a fully executed grant agreement shall be returned by ISBE to the Grantee.

Agreed to on behalf of the Grantee:

Signature of Authorized Official *Title* *Date*

Agreed to on behalf of ISBE:

Signature of Responsible ISBE Official *Title* *Date*

If grant award is greater than \$250,000:

Signature of State Superintendent of Education *Date*

Signature of Chief Fiscal Officer *Date*

Signature of General Counsel *Date*

Initial Application
 Amendment
 (date) _____

ILLINOIS STATE BOARD OF EDUCATION
 Career Development and Preparation E-240
 100 North First Street
 Springfield, Illinois 62777

ATTACHMENT 2

PROJECT NUMBER
AGENCY NAME

**WORK EXPERIENCE AND CAREER
 EXPLORATION PROGRAM**
 Budget Justification

FUNCTION AND OBJECT CODES	BUDGET LINE ITEMS TOTAL	LOCAL	ISBE
1000 INSTRUCTION			
100 SALARIES			
110 Teacher/Coordinator Salaries			
\$ _____ /Month x _____ Month(s) x _____ %			
Subtotal	\$ _____	\$ _____	\$ _____
200 EMPLOYEE BENEFITS			
211 TRS			
214 Medicare Only			
221 Life Insurance			
222 Medical Insurance			
223 Dental Insurance			
Subtotal	\$ _____	\$ _____	\$ _____
300 PURCHASED SERVICES			
331 Student Transportation			
\$ _____ /Mile x _____ Mile(s)			
332 Travel (Coordinator)			
\$ _____ /Mile x _____ Mile(s) (Local)			
Conference _____			
380 Workers' and Unemployment Compensation			
Subtotal	\$ _____	\$ _____	\$ _____
400 SUPPLIES AND MATERIALS			
Subtotal	\$ _____	\$ _____	\$ _____
2900 OTHER SUPPORT SERVICES			
300 PURCHASED SERVICES			
390 Added Cost to Employer			
Subtotal	\$ _____	\$ _____	\$ _____
TOTAL DIRECT COSTS	\$ _____	\$ _____	\$ _____

- B** Initial Budget (11) Amendment (No. _____)
 Revised Initial Budget Multidistrict Application

ILLINOIS STATE BOARD OF EDUCATION
 Career Development and Preparation E-240
 100 North First Street
 Springfield, Illinois 62777

ISBE USE ONLY

PROJECT NUMBER		LEA SUBMISSION DATE
FISCAL YEAR 06	SOURCE OF FUNDS CODE 322500	
REGION, COUNTY, DISTRICT, TYPE CODE		
DISTRICT NAME AND NUMBER		
CONTACT PERSON		
TELEPHONE NUMBER		FAX NUMBER

ISBE APPROVAL DATE
CURRENT FUNDS
BEGIN
END

WORK EXPERIENCE AND CAREER EXPLORATION PROGRAM
Budget Summary and Payment Schedule

LINE	FUNCT. NO. 1	EXPENDITURE ACCOUNT 2	SALARIES 3	EMPLOYEE BENEFITS 4	PURCHASED SERVICES 5	SUPPLIES & MATERIALS 6	CAPITAL OUTLAY 7	TOTAL 11	PAYMENT SCHEDULE
			(Obj. 100's)	(Obj. 200's)	(Obj. 300's)	(Obj. 400's)	(Obj. 500's)		
1	1000	Instruction							1 July-August (81)
24	2900	Other Support Service (Added Cost to Employer)							
30	TOTAL BUDGET								3 October (83)
									4 November (84)
									5 December (85)
									6 January (86)
									7 February (87)
									8 March (88)
									9 April (89)
									10 May (90)
									11 June (91)
									12 July-August (92)
									TOTAL
									\$

Work Plan Outline

OBJECTIVES	ACTIVITIES	EVALUATION MEASURES FOR EACH ACTIVITY	STAFF RESPONSIBLE	DUE DATE

ILLINOIS STATE BOARD OF EDUCATION

CERTIFICATIONS AND ASSURANCES, AND STANDARD TERMS OF THE GRANT

(Insert Applicant's Name Here)

The applicant/award recipient (hereinafter the term applicant includes award recipient as the context requires), hereby certifies and assures the Illinois State Board of Education that:

1. Applicant is a(n): *(Check one)*

Individual Corporation Partnership Unincorporated association Government entity

Social Security Account Number, Federal Employer Identification Number or Region/County/District/School Code, as applicable: _____

2. The applicant has the necessary legal authority to apply for and to receive the proposed award. The filing of this application has been authorized by the governing body of the applicant, and the undersigned representative has been duly authorized to file this application for and in behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application and any award in relation thereto.

PROGRAM

3. The program proposed in the application, and as negotiated and finalized by the parties in the grant agreement, is hereinafter referred to as the "program". In planning the program there has been, and in establishing and carrying out the program, there will be (to the extent applicable to the program), participation of persons broadly representative of the cultural and educational resources of the area to be served, including persons representative of the interests of potential beneficiaries.
4. Applicants may be asked to clarify certain aspects of their proposals/applications prior to final agreement on the terms of the program.
5. All funds provided shall be used solely for the purposes stated in the approved proposal/application.
6. The program will be administered by or under the supervision of the applicant and in accordance with the laws and regulations applicable to the grant. The applicant will be responsible for and obtain all necessary permits, licenses or consent forms as may be required to implement the program.

SUBCONTRACTING

7. No subcontracting is allowed under this program, except as set forth in the grant agreement.

If subcontracting is allowed, then all program responsibilities are to be retained by the applicant to ensure compliance with the terms and conditions of the grant. All subcontracting must be documented and must have the prior written approval of the State Superintendent of Education. Approval of subcontracts shall be subject to the same criteria as are applied to the original proposal/application. The following information is required if any subcontracting is to be utilized:

- name(s) and address(es) of subcontractor(s);
- need and purpose for subcontracting;
- measurable and time-specific services to be provided;
- associated costs, i.e., amounts to be paid under subcontracts;
- projected number of participants to be served.

The applicant may not assign, convey or transfer its rights to the grant award without the prior written consent of the State Board of Education.

FINANCIAL TERMS

8. Payment under this grant is subject to passage of a sufficient appropriation by the General Assembly. Obligations of the State Board of Education will cease immediately without further obligation should the General Assembly fail to appropriate sufficient funds for this grant.
9. A grantee must not obligate funds prior to the start date of the program set forth in the final grant agreement. The program's start date cannot precede the start of the fiscal year for which the funds are appropriated.

All program activities must be completed between the program beginning date and the ending date. Liquidation of all obligations, including the current year's audit fee, should be completed no later than 90 calendar days after the program ending date.

10. The applicant understands that payment for approved services and expenses will be made on a reimbursement-of-claims basis, and that payment will be made in accordance with applicable statutes, regulations and standards after an application for payment is submitted to the State Board of Education. Vouchers for payment will be submitted to the Office of the Comptroller according to the payment schedule attached to the final grant agreement. The payment schedule shall be based on the projected date of expenditures. Payments will be withheld from scheduled amounts if periodic reports show excessive cash on hand.
11. An approved budget may be amended by completing the Budget Summary form to show the new amounts required and attaching an explanation for the changes. An amendment to the grant agreement must be entered into whenever any individual cell changes by more than \$1,000 or 20 percent, whichever is larger. An amendment to the grant agreement must also be entered into whenever a grantee proposes to use funds for allowable expenditures not identified in the currently approved budget, if the scope of the program is expected to change, or if the overall grant award must be increased.

Obligation of funds based on budget amendments cannot begin prior to the date of receipt of an amendment to the grant agreement executed by the State Board of Education. Requests for budget amendments must be received by the State Board of Education no later than 30 calendar days prior to the ending date of the program.

12. All grant funds shall be subject to the Illinois Grant Funds Recovery Act (30 ILCS 705). Funds granted for the operation of this program must be used exclusively for the purposes stated in the approved proposal/application and must be expended in accordance with the approved budget and the grantee's policies and procedures related to such expenditures. Funds may only be expended for activities occurring during the grant period.

All interest earned on state grant funds shall become part of the grant principal when earned and treated accordingly for all purposes. For federal grant funds, any amount that exceeds \$100 must be returned to the federal granting agency (see 34 CFR 80.21).

13. Financial Reports: Quarterly expenditure reports are required of all grantees receiving federal funds. Dates for filing are September 30, December 31, March 31 and June 30 of each fiscal year. Expenditure reports must be filed electronically to the Division of Funding and Disbursement Services.

All grant funds must be spent or obligated prior to the ending date of the program. Each grantee must submit a completion report showing the obligations paid and the expenditures for the program no later than 30 calendar days after the program ending date. If a completion report was filed with outstanding obligations, then a final expenditure report showing total program expenditures (with all prior obligations paid) must be submitted no later than 90 calendar days after the program ending date. Failure to submit the final expenditure report will result in current and subsequent years' program funding being withheld until the report is received.

In cases where final expenditures are less than total disbursements, the overpayment must be returned to the State Board of Education within 45 calendar days for all state grants or federal grants that do not allow carryover funds. Failure to return the funds will result in a breach of the grant agreement. Upon any such breach, the State Board of Education may, without limitation, withhold current and subsequent years' program funding until the overpayment is returned.

14. The applicant will maintain records on program and fiscal activities related to each award for a period of three (3) years following the end of each award period for either a state-funded or federally funded program. Such records shall include a fiscal accounting for all monies in accordance with generally accepted governmental accounting principles. The State Board of Education and other government entities with program monitoring authority shall have the right to inspect the applicant's records for auditing and monitoring purposes. If there are outstanding audit exceptions, records will be retained on file until such exceptions are closed out to the satisfaction of the State Board of Education.

NO BINDING OBLIGATION

15. The applicant acknowledges and agrees that the selection of its proposal for funding, or approval to fund an application, shall not be deemed to be a binding obligation of the State Board of Education until such time as a final grant agreement is entered into between the applicant and the State Board of Education. Prior to the execution of a final grant agreement, the State Board of Education may withdraw its award of funding to the applicant at any time, for any reason.

COPYRIGHT

16. All rights, including copyright, to data, information and/or other materials developed pursuant to an award are retained by the State Board of Education, unless otherwise agreed in writing by the State Board of Education. All such work products produced by the applicant through work pursuant to the award shall be made available to the State Board of Education upon request.

DEFAULT AND TERMINATION

17. The applicant will be in default of the grant award and the corresponding grant agreement if it breaches any representation or warranty made in the grant agreement or in these Certifications and Assurances, and Standard Terms of the Grant, or fails to observe or perform any covenant, agreement, obligation, duty or provision set forth in the grant agreement or in these Certifications and Assurances, and Standard Terms of the Grant. Upon default by the applicant and written notification by the State Board of Education, the applicant will have ten days in which to cure the default to the satisfaction of the State Board of Education. If the default is not cured to the satisfaction of the State Board of Education, the State Board of Education shall thereafter have full right and authority to terminate the grant agreement and/or seek such other remedy that may be available at law or in equity. Upon termination of the grant agreement, the applicant will cease all use of grant funds, shall cancel all cancelable obligations relating to the program, and shall return all unexpended grant funds to the State Board of Education within 45 days of termination.

INDEMNIFICATION

18. The applicant shall indemnify, defend and save harmless the State of Illinois, the State Board of Education, and their respective members, officers, agents and employees against all loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of injury to any person or property or death of any person or persons, including all persons performing any work related to the use of grant funds, which may arise in connection with the program. Neither the applicant nor its employees or subcontractors shall be considered agents or employees of the State Board of Education or of the State of Illinois.

If the applicant is a government unit only, it is understood and agreed that neither the applicant nor the State Board of Education shall be liable for any negligent or wrongful acts either of commission or omission unless such liability is imposed by law.

GENERAL CERTIFICATION AND ASSURANCES

19. The applicant will obey all laws, regulations, and executive orders prohibiting discrimination on the basis of race, color, national origin, sex, age, or handicap, and all other laws, regulations, and executive orders applicable to its activities, including but not limited to the School Code (105 ILCS 5/1-1 et seq.), Title IX of the Amendments of 1972 (20 U.S.C. 1681 et seq.), the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), the Age Discrimination in Employment Act of 1967 (29 U.S.C. 621 et seq.), Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 2000e et seq.), the Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.). Further, no grantee shall deny access to the program funded under the grant to students who lack documentation of their immigration status or legal presence in the United States (*Plyler v. Doe*, 457 U.S. 202, 102 S.Ct. 2382 (1982)).
20. The applicant is not barred from entering into this contract by Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the receipt of a state contract by a contractor who has been convicted of bid-rigging or bid-rotating.
21. If the applicant is an individual, the applicant is not in default on an educational loan as provided in 5 ILCS 385/3.
22. The applicant is not prohibited from receiving a grant award from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1).
23. The applicant certifies it has informed the State Superintendent of Education in writing if any employee of the applicant was formerly employed by the State Board of Education and has received an early retirement incentive under 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 (Illinois Pension Code). The applicant acknowledges and agrees that if such early retirement incentive was received, this grant agreement is not valid unless the official executing the agreement has made the appropriate filing with the Auditor General prior to execution.
24. The applicant shall notify the State Superintendent of Education if the applicant solicits or intends to solicit for employment any of the State Board of Education's employees during any part of the application process or during the term of the grant agreement.
25. If applicable, the applicant shall be required to observe and comply with provisions of the Prevailing Wage Act, 820 ILCS 130/1 et. seq., which applies to the wages of laborers, mechanics and other workers employed in any public works.
26. **Drug-Free Workplace Certification**

This certification is required by the Drug-Free Workplace Act (30 ILCS 580/1). The Drug-Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug-free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The applicant certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor'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 violations.
- (c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug-Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of the Drug-Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he or she is authorized to execute this Certifications and Assurances, and Standard Terms of the Grant on behalf of the applicant.

Name of Applicant

By:

Date

Signature of Authorized Official

Title

PROGRAM COMPONENTS AND SPECIFICATIONS

By signing the FY 06 WECEP Continuation Grant Agreement, the school district is agreeing to meet the laws and specifications of a Work Experience and Career Exploration Program as listed below:

- Program will be available to 14-15 year old students who are currently enrolled as full-time students in the regular school program but who have the potential to drop out of school.
- Each program must be offered as part of the regular school day.
- Each program must provide a minimum of 200 minutes of instruction per week on general and specific topics related to careers and employment;
- Each program must provide paid employment for students who participate in the program in the private sector.
- Each student should receive individualized classroom instruction and supervision time that is equal to one-half hour or more per week.
- The program shall meet the educational standards as designated in the Illinois Learning Standards established by the Illinois State Board of Education.
- The program will not interfere with the schooling or with the health and well-being of the minors involved.
- Students shall receive credits to meet high school requirements or for promotion to the next grade for both in-school related instruction and paid work experience.
- The school is responsible for furnishing adequate classroom facilities for WECEP. The classroom should contain individual student tables and chairs, chalkboards, bulletin boards, storage cabinets, filing cabinets, and a desk for the teacher coordinator. In addition, the school must provide adequate supplies, including appropriate reading materials, computer equipment, and a telephone within or immediately adjacent to the classroom.
- Each program unit shall be under the supervision of a teacher coordinator who shall coordinate the work and education aspects of the program and make regularly scheduled visits to the work stations.
- Each teacher coordinator must meet the following requirements:

- have one year (2,000 hours) of employment experience in an appropriate occupation or occupations.
- have completed six semester hours of formal coursework in the area of organization and administration of work experience and career exploration education, including techniques of coordinating work-site learning experiences and individualized instructional methods;
- Each program shall be limited to a minimum of 12 students and a maximum of 25 students per full-time teacher coordinator.
- A student participating in the program shall have a written training memorandum signed by the teacher coordinator, the employer and the student. The agreement shall also be signed or otherwise consented to by the student's parent or guardian.

CHILD LABOR LAWS

By signing the FY 06 WECEP Continuation Grant Agreement, each school district agrees to comply with the criteria as required by Section 570.35a(b)(3) of Title 29 of the Code of Federal Regulations including:

- Students may not work before 7:00 a.m. or after 7:00 p.m. during the school year.
- Students may not work more than three hours on school days.
- Students may not work more than 8 hours in any 1 day when school is not in session.
- Students may not work more than six consecutive days.
- Students may work up to three hours during the time when school is in session.
- Students may work up to 23 hours during a school week.
- Students may work up to 40 hours during a non-school week.
- Students may work in occupations otherwise prohibited for which a *variance* has been granted by the Administrator of the Wage and Hour Division for the U. S. Department of Labor.

- Students may only be employed under one work permit at a time and the WECEP work permit is not valid for summer work.
- The program will not operate during the summer months when school is not in session.
- The employment of a minor enrolled in the program must not have the effect of displacing a worker employed in the establishment of the employer.

In completion of the FY 06 WECEP Continuation Grant Agreement, each program must provide the following information prior to receiving an approved WECEP grant from ISBE:

- A copy of the course syllabus for the related class.
- Documentation of the 2000 hours of employment experience for the teacher/supervisor.
- Documentation of passing the two coop classes are required to be a Cooperative Education Coordinator.
- An outline of the student selection and enrollment process.
- A list of the private sector training sites. (Form provided)