**SILC ASSURANCES AND INDICATORS**

* **WHAT ARE ASSURANCES?**

What the NCSILC must promise ACL we will be and do in order to be eligible to allocate Title VII Part B funds.

* **HOW DO WE AGREE TO MEET THE ASSURANCES?**

We must state “yes” to 8 assurances when we complete the SPIL.

* **WHERE ARE THESE ASSURANCES AND INDICATORS WRITTEN?**

29 U.S.C. §796d

* **ASSURANCE #1**

At least once a year we give the Governor recommendations for appointments

* **ASSURANCE #2**

The SILC membership meets the federal requirements:

* 1 director of a CIL chosen by the directors of CILs within the State is a voting member(s);
* If there is one or more CIL run by or in conjunction with the governance of American Indian tribes on a reservation, at least one of those CIL Directors as voting member(s); (NOT US)
* a representative of the DSE as a nonvoting, ex-officio member;
* representatives from State agencies that provide services for individuals with disabilities as nonvoting, ex-officio members; (WHICH ONES ARE UP TO US)
* **ASSURANCE #3**

The SILC membership terms meet the federal requirements.

* Each member’s term is 3 years except:
* A member who fills someone else’s unfulfilled position will serve for the rest of that term;
* The first SILC membership terms will be staggered so they don’t all expire at the same time.
* Each member can only serve two consecutive terms unless:
	+ There is only one CIL in the state. That CIL’s Director must be a voting member of the SILC.
* **ASSURANCE #4**

The SILC is not established in a state agency.

* **ASSURANCE #5**

The SILC will decide whether or not it will use DSE staff to carry out functions of the SILC.

* **ASSURANCE #6**

The SILC will ensure all our program activities are accessible to people with disabilities.

* **ASSURANCE #7**

The SILC will ensure that the SPIL guarantees that the DSE nor any other State entity will interfere with the operations of the SILC.

* **ASSURANCE #8**

The SILC will actively consult with unserved and underserved populations in urban, rural and indigenous populations.

* **WHAT ARE INDICATORS?**

Proof that the NCSILC complies with the assurances.

* **HOW DO WE PROVE WE MEET
THE ASSURANCES?**

In the annual report (704 or PPR) we provide proof.

* **INDICATOR #1**

The SILC has written policies and procedures that include required specifications:

* How we recruit members, review applications and provide recommendations to the Governor;
* How we identify and resolve actual or potential disputes and conflicts of interest
* How we make sure out public meetings are held regularly and follow federal guidelines
* How we provide advance notice to the public about SILC meetings that follow federal guidelines
* How we decide to have “executive session” meetings (should be rare and are used only to discuss confidential SILC issues, i.e. staffing and make sure agendas for them are made available to the public without identifying information) (THIS IS NOT THE EXECUTIVE COMMITTEE. THIS IS THE WHOLE SILC MEETING BEHIND CLOSED DOORS WITH NO MINUTES.)
* How we allow the public to request accommodations to participate during public Council meetings
* How we develop the SPIL, and seek and incorporate public input into the monitoring, reviewing and evaluating the SPIL
* How we verify which CILs are eligible to sign the SPIL
* **INDICATOR #2**

The SILC maintains regular communication with the Governor to ensure efficiency and timeliness of appointments.

* **INDICATOR #3**

The SILC maintains individual training plans for members that adhere to the SILC Training and TA Center’s SILC training curriculum

* **INDICATOR #4**

The SILC receives input into the development of the SPIL.

* **INDICATOR #5**

The SILC has a resource plan that includes:

* Title VII Part B funds
* I&E funds
* Other public and private sources
* Enough money for:
* Staff/personnel;
* Operating expenses;
* Council compensation and expenses;
* Meeting expenses including meeting space, alternate formats, interpreters, and other accommodations;
* Training and conferences for staff and council members and;
* Other costs as appropriate.