**FY 2023 Perkins Secondary Reserve Fund Application**

**KACTE Equipment Grant #06222**

***Strengthening Career and Technical Education for the 21st Century***

***Carl D. Perkins Career and Technical Education Act***

### **The Reserve Fund**

The approved Kansas State Plan for Career and Technical Education (CTE) includes a Perkins Secondary Reserve Fund, established to provide support for innovative CTE programs, program delivery and/or CTE program expansion to meet critical workforce development needs. Reserve funds are distributed through a competitive grant process. Funds must be expended by May 31, 2023; however, activities occur through June 30, 2023. Application priority deadline is 5 p.m. on February 17, 2023.

### **Eligible Recipients**

Applicants eligible for a Perkins Secondary Reserve Fund grant award must currently offer at least one approved CTE pathway and the district must meet at least one of the following criteria:

1. Be located in a rural area, “Rural” is a non-urban area. For Kansas, urban areas are defined as those Kansas counties with a population of 150 or more persons per square mile (Douglas, Johnson, Leavenworth, Sedgwick, Shawnee and Wyandotte counties are considered Urban) OR
2. Have a high number of CTE students. Those districts reporting high numbers of students enrolled in approved CTE classes and associated pathways as participants and/or concentrators OR
3. Have a high percentage of CTE students. Those districts with a percentage of students enrolled in CTE classes and associated pathways at 60% or more of the district’s overall student population.

### **Award Period**

This Reserve Fund grant award(s) is for activities occurring during the period July 1, 2022, through June 30, 2023. Drawdown of funds from KSDE should be by no later than May 31, 2023, to meet the fiscal deadlines required by Federal, State and District processes.

### **Reserve Fund Grants**

Reserve Fund grants must support only Perkins-allowable CTE activities.

* Funding Amount: Funding for this grant depends on the needs for equipment identified in the narrative up to $6,000 per grant.
* Purpose: This grant supports Equipment and professional development supporting the use of that equipment aligned to an active State approved pathway. The professional development aligned to this equipment should be allowed for whomever will be overseeing or operating the equipment. Including teachers, specialized instructional support personnel, career guidance and academic counselors, or paraprofessionals, etc. connected to CTE). The Equipment and associated PD must relate to one of the allowable uses of Perkins funds (see below).

ALLOWABLE USES OF PERKINS FUNDS:

(1) Provide Career Exploration and Career Development activities through an organized, systematic framework designed to aid students, including in the middle grades, before enrolling and while participating in a CTE program, in making informed plans and decisions about future education and career opportunities and programs of study,

(2) Provide Professional Development for teachers, faculty, school leaders, administrators, specialized instructional support personnel, career guidance and academic counselors, or paraprofessionals,

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ALLOWABLE USES OF PERKINS FUNDS CONTINUED

(3) Provide within CTE the skills necessary to pursue careers in high-skill, high-wage, or in-demand industry sectors or occupations.

(4) Support integration of academic skills into career and technical education programs

(5) Plan and carry out elements that support the implementation of CTE programs that result in increasing student achievement of the local levels of performance established under section 113 of Perkins legislation

(6) Develop and implement evaluations of the activities carried out with funds under this part, including evaluations necessary to complete the comprehensive needs assessment required under section 134(c) and the local report required under section 113(b)(4)(B) of Perkins legislation.

* Allowable Expenditures for this grant
	+ PD Registration fees (you select any PD that aligns with the list above)
	+ Travel Costs: Hotel, Mileage, Airfare, Per Diem (*Please do not include direct costs for food)*
		- When determining travel expenses, use District rates or Federal Conus rates (<https://www.federalpay.org/perdiem/2021> )

### **Submission Requirements**

|  |  |  |
| --- | --- | --- |
| Documents | Due Date | Submit to |
| Electronic copy of:* Cover sheet (pg. 4)
* Project Activities (pg.5)
* Detailed Budget (pg.6)
 | * Project Narrative (pg.7)
* *What will funds be spend on?*
* *What are the measurable outcomes?*
* Completed Assurances Forms (

pg. 8,9,10) | February 17, 2022 5:00 p.m.  | ktmercer@ksde.orgKathleen Mercer |
| Hard copy of all documents w/original signatures, contractual provisions, and local assurances attachments | Upon Request | Perkins/CTE900 SW Jackson, Suite 653 Topeka, KS 66612 |

Interested, qualified applicants must submit a proposal describing the nature and scope of the proposed project and the amount of funding requested. An electronic copy of the Perkins Reserve Fund Proposal must be submitted to: Kathleen Mercer, ktmercer@ksde.org no later than 5:00 p.m. local time on February 17, 2023. Proposals received after the due date will not be considered for an award.

1. Cover Sheet: Complete this and be sure to have this signed and dated by administration (pg. 4)
2. Reserve Fund Project Activities: Describe activities, identify responsible parties, identify outcomes (pg. 5)
3. Project Budget: Complete the detailed budget (pg. 6)

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1. Project Narrative: Provide short answers (pg. 7)
	1. Identify how funds will be spent
	2. Include a description of the Equipment and any related professional development needed to oversee the operation of or operate the equipment
	3. Identify the measurable outcomes of the project (Grant recipients will…)
	4. Identify any Partnerships and Collaboration
2. Contractual Provisions Attachment and Local Assurances/Contractual Agreements (pg. 8-10)

 Submit completed copies of these documents (electronic only) — typed names & dates on the electronic copies and original signatures on the hard copy (if submitted) typically submitted with application, but to be submitted no later than 30 days after the grant is awarded.

### Reporting Requirements: Grant recipients must provide a final narrative, a final project activities sheet, and a final expenditure report no later than August 31st, 2023. The applicant’s Perkins Coordinator is responsible for verifying reported information as well as ensuring the forms are submitted as required.

1. Final Expenditure Report Forms (pgs. 12 & 13) are included in this packet.
2. Reserve Fund Project Activities last section (pg.5).

### Failure to Commence Project

If the project activities described in the grant proposal have not commenced within 30 days after acceptance of the grant award, the recipient must report in writing the steps taken to initiate the project, the reason for the delay and the expected start date and submit an adjusted project timeline. If project activities have not commenced within 10 days of receipt of the above letter, KSDE may terminate the grant and the recipient will be required to return all unused grant funds with a complete accounting of all expenditures. All funds must be expended by May 31, 2023.

### Right to Terminate the Grant

After a grant is awarded, any adjustments and/or modifications to the activities or budget amounts must be approved by KSDE prior to the change occurring. Failure to request grant changes in advance may result in the returning of funds expended without approval and/or termination of the grant. KSDE reserves the right to terminate any grant award and cease payment to the recipient for failure to comply with applicable laws, regulations, and/or terms of the grant assurances. Further, KSDE may seek reimbursement of any or all grant funds and may reclaim any equipment, durable goods and other property purchased with these grant funds if the recipient fails to perform in accordance with the terms of the grant assurances and reporting requirements.

### Unused Funds

All grant funds awarded but not expended by May 31, 2023, must be returned to KSDE within 15 days after of the end of the grant award period.

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### Cover Sheet

USD and District Name *Consortium Name (if district is in a consortium)*

Secondary Funding: I understand that if funds become unavailable, this application may be terminated. If satisfactory progress and documentation are not made regarding the intended outcomes of this application or if this institution fails to comply with applicable laws, regulations, assurances and/or terms of this grant this application becomes null and void and all funds must be returned. I further understand that supplanting of funds is not allowed under the Carl D. Perkins Career and Technical Education Act.

List Contact Persons

|  |  |  |  |
| --- | --- | --- | --- |
| Responsibility | Name & Position | Telephone | Email Address |
| Application Completer |  |  |  |
| Administrator |  |  |  |
| District Clerk/Finance Officer |  |  |  |

*Provide individual participant information below.*

|  |  |  |  |
| --- | --- | --- | --- |
| Participant Name (First and Last)  | Participant Role | Telephone | Email Address |
|  |  |  |  |
|  |  |  |  |

Identify the pathways that will be directly impacted by this equipment and associated professional development:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | Agribusiness Systems |  | Corrections., Security, Law & Law Enforcement Svcs.  |  | Fashion, Apparel Design |  | Natural Resources & Environmental Services |
|  | Animal Science |  | Comprehensive Ag |  | Food Prod. & Process. Sys |  | Network Systems |
|  | Aviation Maint. |  | Construction & Design |  | Government & Public Ad |  | Plant Systems |
|  | Aviation Prod. |  | Digital Media  |  | Graphic Design |  | Power Struct. & Tech. Sys. |
|  | Biochemistry |  | Early Childhood |  | Health Science |  | Programming & Soft Dev. |
|  | Biomedical |  | Emergency & Fire Mgt. Svcs |  | Info. Support & Svcs.  |  | Rest. & Event. Mgt.  |
|  | Biotech in Ag. |  | Energy |  | Manufacturing |  | Teaching/ Training |
|  | Business Finance |  | Engineering & Applied Math |  | Marketing |  | Travel & Tourism |
|  | Business Mgt. & Entrepreneurship |  | Family, Community & Consumer Services |  | Mobile Equipment Maintenance |  | Web & Digital |

Administrator’s Signature Date

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District Number: \_\_\_\_\_\_ District Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Consortium Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Grant Year: FY 2023

 *(If district is part of a consortium)*

Reserve Fund Project Activities (give short answer)

|  |  |  |
| --- | --- | --- |
| Line #1 | Description of the Activity (Complete this section to include with the application) | Funding $ |
|  |
| Responsibility: [Enter Name Here] Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Completion Date: 08/31/2022 |
| Expected Result/Evaluation of the Activity (Complete this section to include with the application) |
| Final Report/Activity: (Complete this section after purchasing the equipment and attending the associated professional development as part of the final report)[Enter Description Here] |

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Reserve Fund Budget Sheet

(Complete and return with APPLICATION)

|  |  |  |  |
| --- | --- | --- | --- |
| Budgeted Items  | Number of Items | Item Amount | Total Amount |
| 1. Professional Development associated to the purchase of the Equipment (Registration Fees)
 |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Total for Professional Development | $ |
| 1. Equipment—list individually

(Attach a list, if necessary) |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Total for Equipment | $ |
| 1. Travel (Including hotel, fuel, per diem) for PD associated with overseeing the operation of or operating equipment <https://www.federalpay.org/perdiem/2021>
 |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Total for Travel | $ |
| 1. Other Allowable Expenditures—list separately
 |  |  |  |
|  | (Not Eligible for Administrative/Indirect Draw) |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Total for Other Allowable Expenditures | $ |
| TOTAL FOR PROJECT | $ |

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Project/Budget Narrative (Return with APPLICATION)

DESCRIBE the information from pg. 6 on Project Narrative

*Type your Narrative here.*

1. Provide a full Explanation/Description of the Equipment purchased and the Professional Development required to utilize the Equipment purchased and the Overall Proposed Uses of the funds
2. Provide a description of the Expected Measurable Outcomes/Project Deliverables *(Grant recipients will…)*

CONTRACTUAL PROVISIONS

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision: “The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. Termination Due to Lack of Funding Appropriation:
	1. If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year.
	2. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year.
	3. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year.
	4. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. Disclaimer of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. Anti-Discrimination Clause: The contractor agrees:
	1. To comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116;

b. To include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the

contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

*State of Kansas, Department of Administration DA-146a (Rev. 06-12)*

CONTRACTUAL PROVISIONS CONTINUED

1. to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration;
2. Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations;
3. Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and
4. if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
5. Acceptance of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
7. Representative's Authority to Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
8. Responsibility for Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
9. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
10. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
11. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
12. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

*State of Kansas, Department of Administration DA-146a (Rev. 06-12)*

Local Assurances

We, as an eligible recipient for funds under the Carl D. Perkins Career and Technical Education, Strengthening Career and Technical Education for the 21st Century Act hereby agree to the following assurances and contractual agreements:

* To administer each program, service, or activity covered in this application in accordance with all applicable statutes and regulations governing Carl D. Perkins Career and Technical Education Act of 2006, and
* To be in compliance with Executive Order 11246; Title VI of the Civil Rights Act of 1964, as amended; Title IX Regulations; Section 504 of the rehabilitation Act of 1973, as amended; Individuals with Disabilities Education Act and any other federal or state laws, regulations and policies which apply to the operation of the programs. The institution does not discriminate on the basis of sex, race, color, national origin or handicap in the educational programs, services or activities being provided.
* To perform grant fund accounting, auditing monitoring procedures as may be necessary to maintain records as CTE determines to ensure fiscal control, proper management and proper expenditure of grant funds. The award recipient shall maintain books, records, documents and other evidence to summarize costs in such a manner so as to identify the costs directly with the delivery of services outlined in the approved grant application. This means that at a minimum the award recipient shall keep records which segregate the grant funds from all other funds received by the award recipient, to keep its accounting for this grant project separate from the accounting of other funds and to spend and report in accordance with the approved grant project budget by program and budget line items. It is understood that this includes invoices and other financial documentation for all paid expenses; the portion of the grant project supplied by other sources of revenue; contracts for services; and other records which facilitate effective grant compliance.
* To assure all records shall be subject at all reasonable times to inspection, review, or audit by State personnel and other personnel duly authorized by KSDE. The award recipient assures that all financial records, supporting documentation, statistical records and all other records pertinent to the grant award shall be retained by the award recipient for at least five years following the end of the grant project period.
* The award recipient assures that grant funds will not be used to supplant state or local funds.
* If the activities described in the grant application have not commenced within 60 days after acceptance of the grant award, the award recipient shall report in writing the steps taken to initiate the grant project, the reasons for delay and the expected starting date. If the activities have not commenced within 30 days of receipt of the above letter, the award recipient shall submit to CTE a further statement in writing regarding the delay. Upon receipt of the second letter, KSDE may terminate the grant, and the award recipient shall return to KSDE all unused grant funds with a complete accounting of all expenditures.
* KSDE reserves the right to terminate any grant award and cease payment to the award recipient for failure to comply with applicable laws, regulations, and/or terms of the grant assurances. Further, KSDE may seek reimbursement of any or all grant funds and may reclaim durable goods purchased with these grant funds if the award recipient fails to perform in accordance with the terms of the grant assurances and reporting requirements.
* The award recipient shall return to KSDE any grant funds not expended or encumbered by the date listed in the grant application, within 15 days after the end of the grant project period.

🖉

*USD and Name of District Name of Consortium (if district is a Consortium Member) Date*

assures the Kansas State Department of Education of its intent to comply with the assurances and contractual agreements as outlined in this document. Further, we are willing to explain, in writing, how we intend to comply with each of these assurances and agreements.

🖉

*Signature of Authorized Administrator Title Date*

🖉\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reserve Fund Application

KACTE Equipment Grant #06222

*Strengthening Career and Technical Education for the 21st Century*

*Carl D. Perkins Career and Technical Education Act*

FINAL Reserve Fund Budget Sheet

|  |  |  |  |
| --- | --- | --- | --- |
| Budgeted Items  | Number of Items | Item Amount | Total Amount |
| 1. Professional Development associated with the Equipment being purchased. (Registration Fees)
 |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Total for Professional Development | $ |
| 1. Equipment/Supplies—list individually

(attach a list, if necessary) |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Total for Equipment/Supplies | $ |
| 1. Travel related to PD associated with operation of and overseeing operation of equipment (Including hotel, mileage, per diem) <https://www.federalpay.org/perdiem/2021>
 |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Total for Travel | $ |
| 1. Other Allowable Expenditures—list separately
 |  |  |  |
|  | (Not Eligible for Administrative/Indirect Draw) |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Total for Other Allowable Expenditures | $ |
| TOTAL FOR PROJECT | $ |

(Complete and return with FINAL REPORT)

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Project/Budget Narrative (Return with FINAL REPORT)

DESCRIBE what actually happened, any issues or problems that were overcome. If overage expenses were experienced, share how it was covered.

*Type your Narrative here.*