**FY 2024 Perkins Secondary Reserve Fund Application Civil Rights audit and Fiscal monitoring Grant #00580**

 

*Strengthening Career and Technical Education for the 21st Century   
Carl D. Perkins Career and Technical Education Act*

*Kansas leads the world in the success of each student.*

Month Year

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## 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.

**ELIGIBLE RECIPIENTS**

Applicants eligible for a Perkins Secondary Reserve Fund grant award:

1. Must currently offer approved CTE pathways. **AND**
2. Must meet **at least one** of the following criteria:
   1. Applicants must be in a rural area:
      1. **“Rural”** is a defined as a non-urban area   
         (*urban areas are defined as those Kansas counties with a population of 150 or more persons per square mile*).
      2. In Kansas, **Douglas, Johnson, Leavenworth, Sedgwick, Shawnee, and Wyandotte** counties are **urban**.
      3. All other Kansas counties are considered **rural** for the purposes of the Perkins Grant. **OR**
3. Applicants must have a high number of CTE students   
   *(Concentrators or Participants enrolled in approve Pathways and/or Pathway Courses).* **OR**
4. Applicants must have a high **percentage** of CTE students.

***(60%*** *or more of the district’s overall student population in approved Pathways/ courses.)*

**PARTICIPANTS**

Grantee selection **must include** the following factors:

* + - District selected for annual Civil Rights on-site review.
    - Three members from the district to include- District Administrator, CTE Coordinator and Facilities Administrator
    - Attend July 31 session titled CTE/Civil Rights Audits for Kansas Schools

**FUNDING**

Funding for this grant is set at a total of $1500 per district (example: Staff hours reimbursed at $35.00/hr up to $1000.00, travel and per diem to attend required trainings, conference registration up to $500.00).

1. Purpose: This grant supports school districts selected for annual Civil Rights on-site reviews for civil rights compliance in career and technical education programs. Districts will also be reviewed under Perkins Monitoring. Three members from the district – District Administrator, CTE Coordinator and Facilities Administrator will attend OCR professional development at the Annual CTE Conference 2023 or training scheduled by KSDE staff. The grant includes funding towards registration for the conference and new membership to ACTE and KACTE. Once those expenses are paid, travel expenses are also allowable (mileage, hotel, per diem). In addition, a stipend for staff to prepare materials for the Civil Rights on-site visit is allowable.
2. Allowable Expenditures:
   * 1. ACTE and KACTE Institutional Memberships, Conference Registration or
     2. KSDE required trainings
     3. Hotel Costs
     4. Mileage Costs
     5. Per Diem (*Please do not include direct costs for food; however,* ***per diem*** *is allowable)*
     6. Stipend

**AWARD PERIOD**

This Reserve Fund grant award(s) is for the period **July 28, 2023** through **January 31, 2024.** Drawdown of funds from KSDE must occur no later than **January 31, 2024**.

**APPLICATION PROCESS**

Interested, qualified applicants must submit a proposal describing the nature and scope of the project, and the amount of funding requested. Proposals for Reserve Fund grants must include the Cover Sheet; Project Application; Detailed Budget; Budget Narrative; and Completed Assurances Forms. This Perkins Reserve Application must be submitted electronically to: Helen Swanson hswanson@ksde.org no later than **5:00 p.m. local time** on **July 28, 2023.** Late proposals will not be considered.

|  |  |  |
| --- | --- | --- |
| **Documents** | **Due Date** | **Submit to** |
| Cover Sheet, Application, Project Activities Sheet, Budget, Budget Narrative, and Assurance Forms | July 28, 2023  5:00 p.m. | [hswanson@ksde.org](mailto:ktmercer@ksde.org)  Helen Swanson |
| Hard copy of all documents w/original signatures, contractual provisions, and local assurances attachments | Upon Request | KSDE CTE- Perkins  900 SW Jackson, Suite 653  Topeka, KS 66612 |

**SUBMISSION REQUIREMENTS**

**REPORTING REQUIREMENTS**

Grant recipients must provide a final narrative, a final project activities sheet, and a final expenditure report no later than January 31st, 2024. The applicant or the applicant’s Perkins Coordinator is responsible for ensuring the final report is submitted as required.

**FAILURE TO COMMENCE PROJECT**

If the project activities described in the grant proposal has 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, 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 January 31, 2024.**

**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 **January 31st 2024,** must be **returned** to KSDE within 15 days after of the end of the grant award period.

## Cover Sheet

*USD and Consortium Name*

**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** | **Date KACTE Conference Last Attended** |
|  | District Administrator |  |  |  |
|  | CTE Coordinator |  |  |  |
|  | Facilities Administrator |  |  |  |

**Identify the pathway(s) that will benefit from this professional development:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | Agribusiness Syst |  | Corr., Sec., Law & Law Enf. Svcs. |  | Fashion, Apparel Design |  | Nat. Res. & Env. 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 Str. & Tech. Sys. |
|  | Biochemistry |  | Early Childhood |  | Health Science |  | Prog. & Soft Dev. |
|  | Biomedical |  | Emergency & Fire Mgt. Svcs. |  | Info. Support & Services |  | Rest. & Event. Mgt. |
|  | Biotech in Ag. |  | Energy |  | Manufacturing |  | Teaching/ Training |
|  | Business Finance |  | Engineering & Applied Math |  | Marketing |  | Travel & Tourism |
|  | Bus. Mgt. & Ent. |  | Family, Com. & Cons. Svcs |  | Mobile Equipment Maint. |  | Web & Digital |

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*.

Administrator’s Signature Date

## Reserve Fund Project Activities

**District USD: \_\_\_\_\_\_\_\_ District Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Consortium\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Grant Year: FY 2024**

|  |  |
| --- | --- |
| **Responsibility:**  **Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Completion Date: 01/31/2024** | |
| Description of the Activity (*What will you do?) Complete this section to include with the application* | **Fundi$** |
| Attend the Perkins Civil Rights Audit Training provided by KSDE or other KSDE training related to civil rights, Perkins monitoring, or data collection. | |
| Expected Result/ Evaluation of the Activity *(What is the expected outcome?)* *Complete this section to include with the application* | |
| Upon completion of the training district staff will provide documents necessary to demonstrate civil rights compliance, Perkins monitoring and data collection. | |
| **Final Report/ Activity:** (*What was the actual outcome?)* ***Complete this section after attending the professional development)*** | |
| **Letter of Findings will be issued for any civil rights findings identified through the documents provided and on-site facilities review.** | |

**Project/ Budget (Return with APPLICATION)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Budgeted Items** | **Number of Items** | **Item Amount** | **Total Amount** | |
| **Professional Development (Registration Fees)** | | | | |
| ACTE Institutional Membership Cost *(per person)* |  |  | $ | |
| K-ACTE Institutional Membership Cost *(per person)* |  |  | $ | |
| Registration Rate (prior to May 1, 2023) (if staff have already registered use this rate) |  |  | $ | |
| Registration Rate (after May 1, 2023) |  |  | $ | |
| **Total for Professional Development** | | | | $ |
| **Travel (Including hotel, fuel, per diem)** | | | | |
| Hotel Block Rate *(Follow directions on registration page for the tax-free block rate)* |  |  | $ | |
| Mileage *(Use actual mileage driven round trip at current CONUS rates)* |  |  | $ | |
| Per Diem/ person. *Please follow CONUS guidelines* [Per Diem Rates | GSA](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results/?action=perdiems_report&state=DC&fiscal_year=2022&zip=&city=) |  |  | $ | |
| **Total for Travel** | | | | $ |
| Stipend – |  |  | $ | |
| **Total for Stipends** | | | $ | |
| **TOTAL FOR PROJECT** | | | | $1500.00 |

**Project/Budget Narrative (Return with APPLICATION)**

DESCRIBE the information from pg. 5 on **Project Narrative**

*Type your Narrative here. Please explain the activity, define the expected results, and the evaluation of the activity.*

State of Kansas

Department of Administration

DA-146a

(Rev. 07-19)

## CONTRACTUAL PROVISIONS ATTACHMENT

**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**: 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 chargeshereunder, State may terminate this agreement at the end of its current fiscal year. 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. 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. 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: (a) 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 Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person’s ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) 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; (f) Contractor agrees to comply with all applicable state and federal antidiscrimination laws and regulations;.(g) 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 (h) 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.
6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **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.
8. **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.
9. **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.

10. **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 any 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.

11. **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*.

12. **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."

13. **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.

## **LOCAL ASSURANCES/CONTRACTUAL AGREEMENTS**

**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 Carl D. Perkins Career and Technical Education, Strengthening Career and Technical Education for the 21st Century Act, 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 June 30, 2024, within 15 days after the end of the grant project period. 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.

🖉

*USD Name of District*

🖉

*Administrator’s Signature Date*

**FINAL Reserve Fund Budget Sheet**

(Complete and return with **FINAL REPORT**)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Budgeted Items** | **Number of Items** | **Item Amount** | **Total Amount** | |
| **Professional Development (Registration Fees)** | | | | |
| ACTE Institutional Membership Cost *(per person)* |  |  | $ | |
| K-ACTE Institutional Membership Cost *(per person)* |  |  | $ | |
| Registration Rate (prior to May 1, 2023) |  |  | $ | |
| Registration Rate (after May 1, 2023) |  |  | $ | |
| **Total for Professional Development** | | | | $ |
| **Travel (Including hotel, fuel, per diem)** | | | | |
| Hotel Block Rate *(Follow directions on registration page for the tax-free block rate)* |  |  | $ | |
| Mileage *(Use actual mileage driven round trip at current CONUS rates)* |  |  | $ | |
| Per Diem/ person. *Please follow CONUS guidelines* [Per Diem Rates | GSA](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results/?action=perdiems_report&state=DC&fiscal_year=2022&zip=&city=) |  |  | $ | |
| **Total for Travel** | | | | $ |
| Stipend – |  |  | $ | |
| **Total for Stipends** | | | $ | |
| **TOTAL FOR PROJECT** | | | | $1500.00 |

**Final Project/Budget Narrative (Return as Final Report)**

DESCRIBE the outcome of the professional development:

*Please explain how the activity progressed, define the actual results, and provide the evaluation of the activity.*

**All audit documents will be uploaded by Jan. 26, 2024 in preparation for the onsite review.**