

FY 2024 HB 2466 GRANT APPLICATION SUPPORTING CS PROFESSIONAL DEVELOPMENT

Promoting Advancement in Computing Knowledge Act

The Fund

House Bill 2466, the Promoting Advancement in Computing Knowledge (PACK) Act, provided funding for providing professional development to Kansas educators to support computer science program delivery and/or program expansion to meet critical technical workforce development needs. These funds are distributed through a competitive grant process, with the total amount available for FY 2024 at **\$1,000,000** and must be expended by June 30, 2024. Applications will be processed beginning on August 11, 2023, for selection. Applications will still be accepted after August 11 until funds are depleted.

Eligible Recipients

Applicants eligible for an award under this grant must meet the following criteria:

- 1) Be a **high-quality professional learning provider**:
 - a. "High-quality professional learning providers" means any school district, interlocal cooperative, school district cooperative, institution of higher education, nonprofit organization or private entity that:
 - i. Has successfully designed, implemented and scaled high-quality professional learning for teachers; and
 - ii. is approved or recommended by the state board of education as providing high-quality professional learning.
- 2) Demonstrate that they can meet the following conditions:
 - a. Recruit new and existing teachers with little to no computer science background;
 - b. use research-based or evidence-based practices for high quality professional development;
 - c. focus the professional learning on the conceptual foundations of computer science;
 - d. reach and support marginalized racial and ethnic groups underrepresented in computer science;
 - e. provide teachers with concrete experience with hands-on, inquiry-based practices;
 - f. accommodate both teacher and student needs; and
 - g. ensure that participating districts shall begin offering a computer science course within the same or next school year after the teacher receives the professional learning

Applicants will be evaluated based on the following preferential criteria:

- 1) School districts and/or cooperatives that work in partnership with providers of high-quality professional learning;
- 2) Proposals that describe strategies to enroll female students, students from marginalized racial and ethnic groups underrepresented in computer science, students eligible for free and reduced-price meals, students with disabilities and English language learners; and

- 3) proposals from rural or urban areas that experience difficulties providing computer science offerings.

Award Period

This grant award(s) is for the period **July 1, 2023** through **June 30, 2024**.

Purposes for PACT Act Grants

PACK Act Fund grants **must** support professional development activities in building computer science teaching capacity in Kansas K-12 public education and must be geared toward enhancement or expansion of programs in support of computer science.

Application Process

Interested, qualified applicants must submit a form W-9 and a proposal describing the nature and scope of the proposed project and the amount of funding requested. Proposals for PACK Act Fund grants should include a cover sheet, a project application, a detailed budget and budget narrative which identifies specifically how the funds will be expended as well as outline how the project will enhance programs supported. Completed assurances forms will be requested if the proposal is funded.

Submission Requirements

For consideration in initial round of grants, an electronic copy of the PACK Act Fund Proposal must be submitted to: Stephen King, PhD, sking@ksde.org, no later than 5:00 p.m. local time on **August 11, 2023**. Proposals received after the due date will be considered until funds are depleted.

Documents	Due Date	Submit to
Electronic copy of Cover Sheet, Application, Project Activities Sheet and Budget Information	8/11/23	sking@ksde.org Stephen King
Hard copy of all documents w/original signatures, contractual provisions and local assurances attachments	Upon Request	KSDE CSAS c/o Stephen King 900 SW Jackson, Suite 653 Topeka, KS 66612

Reporting Requirements

Grant recipients must provide a final narrative, a final project activities sheet, and a final expenditure report no later than **August 31st, 2024**. The applicant's Grant Coordinator is

responsible for verifying reported information as well as ensuring the final report is submitted as required.

Invoicing Requirements

Grant recipients must submit one invoice each month of the award period prior to the 20th of the month, or an email indicating that no invoice will be sent for that month. Invoices should use the grantee's format but should make clear which category of Budgeted Items (from the original application or later approved modification) each expense that is invoiced should be allocated toward.

Invoices must be submitted to Stephen King either via email or postal service at the addresses on page 2.

Grant Award Modifications

Modifications are permitted with prior KSDE approval as long as the modification does not increase the total amount of the grant. Modifications should be submitted to Stephen King via email using a format that makes clear the purpose of the changes and the amount of change to each budgeted category.

This final report shall include at least the following information:

- 1) The number of teachers prepared;
- 2) the number of students reached;
- 3) the number and percent of students reached disaggregated by gender, race, ethnicity and socioeconomic status; and
- 4) the number of teachers and school districts that implemented computer science courses versus the number of prepared teachers that attended professional learning

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 June 30, 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 **June 30, 2024** will not be disbursed to grantee.

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Cover Sheet

USD # and Name or Organization Name

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.

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

Administrator's Signature

Date

STATE USE ONLY—DO NOT WRITE BELOW THIS LINE

\$ _____ Approved Grant Award Amount

KSDE Authorized Representative

Date

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A. Project Narrative

- Explanation/Description of the Professional Development and the Overall Proposed Uses

- Expected Measurable Outcomes/Project Deliverables

Grant recipients will:

1)

- Partnerships and Collaboration

B. Funding

- Funding for this grant is requested at the following level:
- Multiple applicants per district may apply.
- Funding will go to cover costs associated with the Program.
- Itemize activities on the ***PACT Act Fund Project Activities Sheet & Budget Sheet*** (pgs. 6 &7).
- Final Expenditure Report forms are attached

C. Contractual Provisions Attachment and Local Assurances/Contractual Agreements

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

Organization Name: _____
PACK Act CS Grant

Grant Year: FY 2024

FINAL Fund Project Activities

Line #1	Description of the Activity (Complete this section to include with the application)	Funding \$.00
	Responsibility: [Enter Name Here]	Start Date: Completion Date:
	Expected Result/Evaluation of the Activity (Complete this section to include with the application)	
	<u>06/30/24</u> Final Report/Activity: (Complete this section <u>after</u> completing funded grant activities <u>as part of the final report</u>) - [Enter Description Here]	

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(Complete and return with **APPLICATION**)

Budgeted Items		Number of Items	Item Amount	Total Amount
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Total for Professional Development				\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Total for Equipment				
			\$	
			\$	
			\$	
			\$	
			\$	
Total for Travel				\$
			\$	
			\$	
			\$	
			\$	
			\$	
Total for Other Allowable Expenditures				\$
TOTAL FOR PROJECT				\$

(Return with **APPLICATION**)

Budget Narrative:

- Funding will go to cover costs associated with:
- Be specific on expected use of funds

Kansas leads the world in the success of each student.

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

Budgeted Items	Number of Items	Item Amount	Total Amount
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total for Professional Development			\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total for Equipment			\$
		\$	
		\$	
		\$	
		\$	
		\$	
Total for Travel			\$
		\$	
		\$	
		\$	
		\$	
		\$	
Total for Other Allowable Expenditures			\$
TOTAL FOR PROJECT			\$

(Return with **FINAL REPORT**)

Budget Narrative:

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 charges-hereunder, 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.
3. **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.*).
4. **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 it 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.

- 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.
- 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.



Name of Organization

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.



Name or Signature of Authorized Administrator

Title

Date



Address (Street, City, State, Zip Code)

PN561.04.2011.389