**FY 2017 Perkins Secondary Reserve Fund Application**

**FCS Professional Development Grant #30080**

**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, with the total amount available for FY 2016 at approximately **$10,000 and must be expended or encumbered by June 30, 2017. Applications are due by 5 p.m. on June 17, 2016.**

**Eligible Recipients**

Applicants eligible for a Perkins Secondary Reserve Fund grant award must currently offer approved CTE pathways 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)

1. Have a high number of CTE students, or

Those institutions reporting 1000 or more students enrolled in approved CTE technical certificate and associate degree programs.

1. Have a high percentage of CTE students.

Those institutions with a percentage of students enrolled in CTE technical certificate and associate degree programs at 60% or more of the institution’s overall student population.

**Award Period**

This Reserve Fund grant award(s) is for the period **August 1, 2016,** through **June 30, 2017**. Drawdown of funds from KSDE should be by no later than **June 30, 2017,** to meet the 2017 deadline.

**Purposes for Reserve Fund Grants**

Reserve Fund grants **must** support activities in CTE which are the same activities that are allowable in the local improvement plan and be geared toward enhancement or expansion of programs in support of CTE. (Tools and equipment must be purchased for classroom use and be available for all students, but not the property of the student.)

**Application Process**

Interested, qualified applicants must submit a proposal describing the nature and scope of the proposed project and the amount of funding requested. Proposals for Reserve 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**

An electronic copy of the Perkins Reserve Fund Proposal must be submitted to: grandel@ksde.org no later than 5:00 p.m. local time on **August, 30 2016.** Proposals received after the due date will not be considered for an award.

|  |  |  |
| --- | --- | --- |
| **Documents** | **Due Date** | **Submit to** |
| Electronic copy of Cover Sheet, Application, Project Activities Sheet, Budget Information, and contractual provisions and local assurances attachments | **August 30, 2016****5:00 p.m.** | **grandel@ksde.org** |
| Hard copy of all documents w/original signatures including contractual provisions and local assurances attachments | **Upon Request** | **Perkins/CTE****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 **September 30, 2017**. The applicant’s Perkins Coordinator is responsible for verifying reported information as well as ensuring the final report is submitted as required.

**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 or encumbered by June 30, 2017.**

**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 or encumbered by **June 30, 2017** must be returned to KSDE within 15 days after of the end of the grant award period.

**Carl D. Perkins Career and Technical Education Act of 2006**

**FY 2017 Perkins Secondary Reserve Fund**

**FCS Professional Development Grant #30080**

**Cover Sheet**

 USD or Consortium 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. I further understand that supplanting of funds is not allowed under the Carl D. Perkins Career and Technical Education Act of 2006.**

**Contact Persons for**

|  |  |  |  |
| --- | --- | --- | --- |
| **Responsibility** | **Name & Position** | **Telephone** | **Email Address** |
| Application Completer |  |  |  |
| Administrator |  |  |  |

*If applicable or known, provide individual participant information below.*

|  |  |  |  |
| --- | --- | --- | --- |
| **CTE Pathway** | **Teacher Participant** | **Telephone** | **Email Address** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Administrator’s Signature or list name and keep original locally Date

**STATE USE ONLY—DO NOT WRITE BELOW THIS LINE**

**$ Approved Grant Award Amount**

KSDE Authorized Representative Date

**FCS Professional Development Grant #30080**

**Reserve Fund Application**

**A. Project Narrative** (Tips are provided under each of the three sections. Follow for approval consideration.)

* **Explanation/Description of the Overall Proposed Project/Activities**

(List events planned to attend and what you will gain from attending. MUST attend a minimum of 1 day of the Innovative Summit—Oct 27 and/or 28.)

* **Expected Measurable Outcomes/Project Deliverables**

(List what you will do with the information you learn, identify the pathways you teach and how it will help you teach the pathway courses.)

* **Partnerships and Collaboration**

(List how you will collaborate with others here)

**B. Funding**

 **Funds will be provided at $500 per teacher, new teachers will have preference**. Any other matching or awarded funds must be used and reported as part of this grant award. Utilizing the Reserve Fund Budget sheet, provide a line item budget for anticipated project expenditures and a budget narrative explaining how costs were determined. Final Expenditure Report forms are attached.

**D. Contractual Provisions Attachment and Local Assurances/Contractual Agreements**

 Submit completed copies of these documents along with the original application—typed names & dates on the electronic copies and original signatures on the hard copy.

**District/Consortium Name: Grant Year: FY 2017**

**FCS Professional Development Grant #30080**

**Final Reserve Fund Project Activities (Due: 6/30/17)**

|  |  |  |
| --- | --- | --- |
| **Line #1** | **Description of the Activity - New CTE Teacher Workshop Grant** | **Funding****$ 500.00** |
|  |
| **Responsibility: Start Date: 7/25/2016 Completion Date: 6/30/2017** |
| **Expected Result/Evaluation of the Activity** |
| **6/30/17 Final Report:** |

FCS Professional Development Grant #30080

**Proposed Reserve Fund Budget Sheet**

|  |  |  |
| --- | --- | --- |
| **Budgeted Items**  | **Item Amount** | **Total Amounts** |
| 1 | Professional Development |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | **Total for Professional Development** | $ |
| 2. | Equipment—list separately |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | **Total for Equipment** | $ |
| 3. | Travel & Lodging |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | **Total for Travel & Lodging** | $ |
| Other Allowable Expenditures—list separately |  |  |
| 4. | Administration |  |  |
| 5. |  |  |  |
| 6. |  |  |  |
| 7. |  |  |  |
| 8. |  |  |  |
| 9. |  |  |  |
| 10. |  |  |  |
| 11. |  |  |  |
| 12. |  |  |  |
| 13. |  |  |  |
| 14. |  |  |  |
|  | **Total for Other Allowable Expenditures** | $ |
|  | **Total for Project** | **$500.00\*** |

(\*Must equal $500 or more, but only $500 is reimbursed. )

Budget Narrative: (*A short description of the items listed above*.)

FCS Professional Development Grant #30080

**Final Reserve Fund Budget Sheet (Due: 6/30/17)**

|  |  |  |
| --- | --- | --- |
| **Budgeted Items**  | **Item Amount** | **Total Amounts** |
| 1 | Professional Development | $ |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | **Total for Professional Development** | $ |
| 2. | Equipment—list separately | $ |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | **Total for Equipment** | $ |
| 3. | Travel & Lodging | $ |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | **Total for Travel & Lodging** | $ |
| Other Allowable Expenditures—list separately |  |  |
| 4. |  |  |  |
| 5. |  |  |  |
| 6. |  |  |  |
| 7. |  |  |  |
| 8. |  |  |  |
| 9. |  |  |  |
| 10. |  |  |  |
| 11. |  |  |  |
| 12. |  |  |  |
| 13. |  |  |  |
| 14. |  |  |  |
|  | **Total for Other Allowable Expenditures** | $ |
|  | **Total for Project** | **$500.00\*** |

(\* Must spent ALL of $500)

Budget Narrative: (Share what actually happened and how money was actually spent.)

State of Kansas

Department of Administration

DA-146a (Rev. 06-12)

**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. 06-12), 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 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; (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) if it is determined that the contractor has violated applicable provisions of ADA, 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.

 Contractor agrees to comply with all applicable state and federal anti-discrimination laws. The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

 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.

 **FY 2017**

**Local Assurances/Contractual Agreements**

**We, as an eligible recipient for funds under the Carl D. Perkins Career and Technical Education Act of 2006 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 June 30, 2015, within 15 days after the end of the grant project period.

*Name of District/Consortium*

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.

Original Signature of Authorized Administrator or list and keep original locally Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address *(Street, City, State, Zip Code)*

Date

PN561.04.2011.389