



KANSAS BOARD OF REGENTS

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State Technical Education Technology & Equipment Grant 2007-2008

The State Technical Education Technology & Equipment Grant Fund

As a result of the discussion that occurred during the meetings of the Kansas Technical College and Technical School Commission and establishment of the Postsecondary Technical Education Authority through the Senate Substitute for House Bill No. 2556, the Kansas Legislature appropriated \$4.0 million to support the purchase of technology and equipment for technical education programs delivered by technical schools, technical colleges and community colleges for FY 2008. These funds will be distributed by the Kansas Board of Regents through a competitive grant process and require matching funds. Grant awards from Technical Education Technology and Equipment funds are subject to an institution meeting its annual performance agreement with the Kansas Board of Regents.

Eligible Recipients

Any technical school, technical college or community college delivering approved technical education programs is eligible to apply for these new funds. Institutions must provide a \$1 cash match (expended for technology and equipment) for each \$2 of state funds requested. No one institution shall receive more than 20% of the available state funds. To receive a grant award an institution must have met its FY 2006 performance agreement.

Award Period

The award period for this grant is July 1, 2007, through June 30, 2008. All funds must be expended or encumbered by June 30, 2008, or returned.

Purposes for the State Technology & Equipment Grants

Technical Education Technology and Equipment grant funds are for the purchase of new technology and equipment to enhance approved postsecondary technical education programs delivered by public technical schools, technical colleges, and community colleges in Kansas. Priority consideration will be given to proposals focusing requests for technical programs that: 1) provide education and training for high skill, high wage, or high demand occupations, 2) in targeted industry sectors—Aviation & Advanced Manufacturing, Healthcare, Conventional and Renewable Energy, Bioscience, and Communications; 3) include collaboration with business and industry and other postsecondary institutions; and 4) expand program capacity to meet a current or emerging workforce need.

Submission Requirements

Any clarifying questions regarding this request for proposals and/or grant applications must be submitted to Janice Haberman at jhaberman@ksbor.org by noon Friday, **November 9, 2007**. Responses to all questions submitted will be sent electronically to each institution by 5:00 p.m. Thursday, **November 15, 2007**.

Full proposals for the State Technology & Equipment grants must include a cover sheet, a project narrative; a detailed budget; and completed assurances forms. Complete proposals must be submitted electronically to: Delaina Swanson at dswanson@ksbor.org no later than **5:00 p.m.** on **Monday, November 26, 2007**. A hard copy of the proposal with the institutional lead administrator's original signature must also be submitted and postmarked no later than **Monday, November 26, 2007**.

Reporting Requirements

Grant recipients must provide a progress report by March 1, 2008, detailing the status of all project activities and expenditures as of that date. A final narrative and final expenditure report forms must be submitted no later than July 15, 2008.

Failure to Commence Project

If the project activities described in the grant proposal have not commenced within 60 days after acceptance of the grant award, KBOR may terminate the grant and the recipient will be required to return all unused grant funds with a complete accounting of all expenditures.

Right to Terminate the Grant

Once a grant is awarded, any adjustments and/or modifications to the activities or budget amounts must be approved by KBOR 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. KBOR 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 KBOR 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, 2008, must be returned to KBOR within 15 days after of the end of the grant award period.

State Technical Education TECHNOLOGY & EQUIPMENT GRANT 2007-2008

Institution Name _____

Contact Information

Responsibility	Name	Telephone	Email
Grant Manager (questions/issues)			
Project Manager/ Narrative Reports			
Financial Reporting & Issues			

Targeted Industry Sector(s)	
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Targeted Occupations/CTE Programs	Program Level	Current # Students	Proposed # Additional Students

Partnerships/Collaborations

Business/Industry	PS Educational Institutions

Total Amount of Funding Requested	\$
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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.

Name & Title of Authorized Administrator

Date

For State Use Only

Recommended Award Amount: \$ _____

KBOR Authorized Representative

Date

State Technology & Equipment Grant

A. Project Narrative

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

(What technology/equipment do you want to purchase; in what courses/programs will the new equipment be utilized; how many students (by level of instruction) will utilize the proposed technology/equipment; and for what occupations are the students being trained?)

- **Importance/Need for the Project**

(Why do you want to do this; what is the potential impact on workforce development in the region; what is the current and projected job market demand and expected wages for these occupations?)

- **Expected Measurable Outcomes/Project Deliverables**

(What will you measure to determine the impact of this project; what measurable outcomes will occur?)

- **Project Evaluation Plan**

(How will you measure activities to determine if you're being successful or need to make modifications to the project plan?)

B. Funding Requested

Provide a line item budget for anticipated project expenditures—(How much is being requested and on what will the dollars be expended?)

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. 1-01), 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 _____, 2007.

- 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.
- Agreement with Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 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 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.
- Disclaimer of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 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.

Parties to this contract understand that 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.
- Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 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.
- Responsibility for Taxes:** The State of Kansas 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.
- Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State 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 vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
- 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.
- 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."

Local Assurances/Contractual Agreements

We, as an eligible recipient for the technical education State Technology and Equipment grant funds 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, 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 CTE. 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, KBOR may terminate the grant, and the award recipient shall return to KBOR all unused grant funds with a complete accounting of all expenditures.
- KBOR 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, KBOR 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 KBOR any grant funds not expended or encumbered by June 30, 2008, within 15 days after the end of the grant project period.
- To submit a progress report by March 1, 2008, detailing the status of all project activities and expenditures as of that date and a final narrative and final expenditure report no later than July 15, 2008 as requested.

Name of Institution

assures the Kansas Board of Regents of its intent to comply with the assurances and contractual agreements as outlined in this document.

Original Signature of Authorized Administrator

Title

State, Zip Code) Address (Street, City,

Date

