**State Fiscal Year 2017**

Adult Basic Education Navigating and Advising Support Services Legislative Grant

Grant Opportunity

Application Instruction Materials

***IMPORTANT DATES***

|  |  |
| --- | --- |
| **Grant Opportunity Release:** | **Tuesday, September 6, 2016** |
| **Bidder’s Webinar:** | **Friday, September 9, 2016; 10:00 am – 11:00 am**Web conference: <https://attendee.gototraining.com/r/8794792676841994242>Call in number: 1-877-309-2075 Audio Access Code: 336-158 |
| **Proposals Due:** | **Due no later than 4:00 p.m. Wednesday, October 19, 2016** |
| **Review and Selection Period:** | **Thursday, October 20, 2016 – Friday, November 11, 2016** |
| **Notification to Applicants:** | **No later than November 14, 2016** |
| **Contract End Date:** | **June 30, 2019** |

**LATE APPLICATIONS WILL NOT BE ACCEPTED**

Upon request, these materials can be made available in alternative formats for person with disabilities.

Submit questions about this Grant Opportunity to the Minnesota Department of Education authorized representative for information on required content. Contact the grant specialist for information or guidance on the budget or grant application submission and signature process.

MDE Authorized Representative: Todd Wagner, Adult Basic Education Supervisor

Email: todd.wagner@state.mn.us

Phone: 651 582-8466

MDE Grant Specialist: Laurie Rheault, Grant Specialist Senior

Email: laurie.rheault@state.mn.us

Phone: 651 582-8432

The application must contain all required application components: Cover Sheet, Assurances, Narrative, Budget and any other required supplemental components.

This grant application does not obligate the state to award a contract or complete the project and the state reserves the right to cancel this single source or targeted grant initiative. The application must be reviewed and approved before an award may be made.

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**Introduction:**

Adult Basic Education Navigating and Advising Support Services Legislative Grant

#### Funds Available

The Minnesota Department of Education (MDE) announces the availability of $100,000 for Adult Basic Education Navigating and Advising Support Services Legislative Grants. Funding of selected proposals will be awarded based on the number of ABE program participants the program served in the prior year using the following table:

ABE Participants Served 2015-2016 Funding

500 and under $10,000

501 to 1,000 $15,000

1,001 to 2,000 $20,000

2,001 and above $30,000

While matching funds are not required, applicants are encouraged to leverage resources to achieve the program goals as appropriate.

**What are Support Services?**

Just what kinds of supports should be offered to ABE students? And what do we call them?

Across education and social assistance programs, there are a range of support services available to students/clients. Depending on the setting, these services – and the people who deliver them – may be called different things. “Counseling” tends to evoke assistance of a personal nature, but it is also part of the education lexicon, referring to guidance with academic choices. “Career counseling” refers more specifically, of course, to helping individuals with their employment choices and job preparation – services you would certainly find at a WorkForce Center. “Case management” is more typically associated with public assistance programs, where participants’ needs and obligations are monitored and attended to. “Support services” are often thought of as aide community based organizations offer clients, and can range from things like food and housing support to financial literacy. “Navigation” is a term being widely used within bridge or “transition” programs (like Minnesota FastTRAC), connoting the range of assistance given to students to help them succeed in a postsecondary setting.

In practice, these terms are relatively interchangeable and refer to services that are often interwoven (e.g.; career choices necessitate education and training decisions that may require financial assistance and help with things like child care). A counselor, navigator, or case manager can, and often does, provide a similar menu of support. Pennsylvania ABE, for example, lays out what it calls “case management” duties in its guidelines to local programs. These duties are wide-ranging and include participating in program orientation; reviewing student goals and analyzing assessments; making referrals to other community resources/agencies; assisting with addressing barriers to attendance, such as childcare and transportation; and providing access to resources that facilitate transitions to workforce or postsecondary education/training.[1]

Like case managers in Pennsylvania, “navigators” under Minnesota FastTRAC assume a wide range of duties. An on-going analysis of how FastTRAC is being implemented locally has identified four general areas of responsibility among navigators: recruitment and orientation, college connections (registration, getting college student IDs, etc.), support service referrals, and career exploration and job search. At the same time, FastTRAC navigators report that they are often called on to be “a sounding board for participants to work out personal issues” (around things like housing, family problems, finances, immigration documentation, and self-esteem) in addition to providing referrals for daily needs like transportation and childcare.[2]

Regardless of terms or titles, the challenge for ABE is decide just what to kinds of services to offer, by whom, at the right place and time. Given increasing expectations that ABE act as a launch pad for students’ ongoing education and/or occupational preparation, providing guidance on these topics should certainly be a main ingredient on its “support services” menu.

**This excerpt was taken from *Planning for the Future: Career & Education Counseling in ABE.* To read the full report please go to** [**http://lukeworks.net/wp-content/uploads/2012/10/ABE-Career-Counseling1.pdf**](http://lukeworks.net/wp-content/uploads/2012/10/ABE-Career-Counseling1.pdf)**.**

#### Project Goal

Develop innovative, cost-effective and sustainable ways of providing navigating and advising support services in an ABE context.

To provide Adult Basic Education (ABE) advising and navigating support services.

The program must help ABE students:

1. Explore careers;

2. Develop personalized learning; *(such as supporting students in the development of individual learning plans)*

3. Plan for a postsecondary education and career; (*such as assisting students with identification of options for seeking employment, training, and/or additional educational opportunities)*

4. Attain personal learning goals; *(such as teaching the application and utilization of short and long term goal setting skills which align with individual learning plans)*

5. Complete a standard adult high school diploma under Minnesota Statutes, section 124D.52, subdivisions 8 and 9, or complete a GED;

6. Develop time management and study skills; *(such as assisting students with the identification of their current support systems)*

7. Develop critical academic and career-related skills needed to enroll in a postsecondary program without need for remediation;

8. Navigate the registration process for a postsecondary program;

9. Understand postsecondary program requirements and instruction expectations; and

10. Resolve personal issues related to mental health, domestic abuse, chemical abuse, homelessness, and other issues that, if left unaddressed, are barriers to enrolling in and completing a postsecondary program.

#### Eligible Applicants

Adult Basic Education programs that either are or are part of Adult Basic Education consortia that have been approved by the Commissioner of Education.

**Bidder’s Conference**

MDE program staff will hold a bidder’s conference via webinar to answer questions related to the proposal and to help establish clear participation guidelines for interested organizations. The bidder’s conference will be held on Friday, September 9, 2016; 10:00 am – 11:00 am. Please join by clicking on the link below :

<https://attendee.gototraining.com/r/8794792676841994242>

Call-in toll-free number: 1-877-309-2075

Audio Access Code: 336-158

#### Proposal Dates

Provide a single electronic proposal of forms 1, 2, 3 and 4 in PDF (not scanned) no later than **4:00 p.m. on Wednesday, October 19, 2016.**

**Allowable Costs**

MDE reserves the right to fund awards at a lower amount in an effort to meet widespread need.

**MDE will not reimburse expenses incurred prior to the start date of the contract,** per Minnesota Statutes Section 16A.15, subdivision 3 and Section 16C.05, subdivision 2.

#### Duration of Funding and Period of Performance

Minnesota Department of Education expects the completed contracts to be in place no later than November 14, 2016. Funds need to be expended by June 30, 2019.

**Award Notification**

MDE will make final funding decisions no later than November 14, 2016. MDE will make award decisions based on program capacity, need, and geographic balance of programs around the state. MDE shall give priority to ABE programs already providing navigating and advising support services.

#### Grant Requirements

GENERAL EXPECTATIONS OF GRANTEES

When awarded a grant, a grantee will be required to submit 1) interim 2)final expenditure and 3)program progress reports by the timeframe indicated in the Official Grant Award Notification (OGAN) or other award documentation. An annual program report is the minimum required. Reporting forms will be provided upon execution of the award.

School districts including charter schools are required to report by the Uniform Financial Accounting and Reporting Standards (UFARS). The grant specialist assigned to this grant, **Laurie Rheault laurie.rheault@state.mn.us**, will provide the grantee with the information pertaining to UFARs reporting, if applicable.

If subcontracting with grant funds is approved, MDE expects grantees to select "responsible vendors" who are not currently debarred or suspended, have not engaged in unlawful practices, lack of delinquent tax liability and qualifications to provide the services. Grantees must follow applicable procurement laws and retain documentation related to procurements.

PRE-AWARD RISK ASSESSMENT OF PROPOSED GRANTEES

MDE will need to do pre-award risk assessments on nongovernmental grantees who will receive grants over $25,000 (unless they are legislatively-named). The department will contact the grantee if this information is needed. MDE may need to conduct a risk assessment prior to execution of a grant award based on their review and consideration of financial documentation and prior performance. Applicants considered for grants may be contacted to provide additional information for MDE to conduct their reporting under the Federal Funding Accountability and Transparency Act.

**Financial Reporting Requirements**

The Minnesota Department of Education’s Uniform Financial Accounting and Reporting Standards (UFARS)are standards developed to provide guidance on accounting procedures and identify financial reporting requirements for school districts and charter schools in Minnesota.

For more information on UFARs, please refer to the UFARS manual by selecting: Access to the 2013 UFARS Manual for Accounting <http://education.state.mn.us/MDE/dse/schfin/fin/UFARS/index.htm>

If you have a UFARs or accounting question, please contact mde.ufars-accounting@state.mn.us.

Federal and State Resources:

The State of Minnesota Guide to Local Government Capital Assets guide may be viewed at the office of the State Auditor site or at (<http://www.osa.state.mn.us/other/GASBTools/capital_asset_guide.pdf>).

Travel Expense Plan

Commissioner’s Travel Expense Reimbursement Plan: The current maximum rates for non-state contractors and grantees (not U of MN grantees) are available at the Minnesota Office of Management and Budget link outlining the current maximum reimbursement rates for meals and mileage or at (<http://www.mmd.admin.state.mn.us/commissionersplan.htm>).

State Office of Grants Management Policies

Policies are available to view or (<http://mn.gov/admin/government/grants/policies-statutes-forms>).

**Proposal Evaluation**

Proposals will be evaluated on project need, project sustainability, soundness of approach, probability of achieving results, financial management capacity (accounting, timekeeping, and funds management), geographic coverage, knowledge of the community being served, and innovation. Preference will be given to programs that can show innovative, cost-effective and sustainable ways of providing navigating services in an ABE context.

**Application Content and Instructions**

Please single space using Calibri size 12 font to complete all forms. Email the completed and signed application (Forms 1-4) in PDF form by **4:00 p.m. Wednesday, October 19,** to: cherie.eichinger@state.mn

Application Cover Sheet (Form 1)

Applicants must complete the coversheet located in the application section. Current contact information must be provided for the organization and the address must include the zip code + 4 digits. In addition, contact information for the person with authority to sign, the program person and the business manager must be provided. If the applicant is a fiscal host for another entity that must be indicated on the cover sheet and their contact information must be provided as well as contact information for the represented entity. A letter from the entity represented by the fiscal host applicant must be submitted with the application.

[Refer to the US Postal Service zip code look up for + 4 digits to zip code](https://tools.usps.com/go/ZipLookupAction%21input.action)

https://tools.usps.com/go/ZipLookupAction!input.action

Applicants must also sign and date the coversheet certifying they have read the complete application including the budget and required supplemental documents, the assurances, and any revised supplemental documents attached to the original. Applicants certify they will follow and comply with assurances herein and all other applicable local, state and federal laws and policies.

Please see the following for additional information that will be needed to be included on the coversheet.

REQUIRED I.D.

Your organization may already have these numbers; check with your business office.

1. Minnesota SWIFT Vendor Number (required for all applicants).

If you are a fiscal agent applicant, your SWIFT vendor number must be for the fiscal agent who will be receiving and administering the grant funds.

To get a SWIFT Vendor Number, and access information on the Statewide Integrated Financial Tool system,

(http://www.mn.gov/mmb/accounting/swift/general\_information/) and then enter System Access and then the supplier portal.

2. MDE Organization Site Number (required for school districts and charter schools. Not required for private, non-profit, or non-governmental entities unless they are submitting a grant in the SERVS system. To get an MDE organization number, visit the MDE website. Scroll down and download the Site Change Request Form. Email the completed form to mde.school-verify@state.mn.us.

ASSURANCES (FORM 2)

The assurances are integrated into the application section and must be submitted with the completed application and signed coversheet. Applicants are expected to review the application and certify that they will comply with the approved application, assurances herein as well as all other applicable federal regulations, state statutes and local policies governing their entity and the funding.

NARRATIVE (FORM 3)

Complete the sections. Narrative should be no more than 7 pages.

BUDGET (FORM 4)

This is a separate excel file. Complete and send in with Forms 1, 2, and 3.

FORM 1



**APPLICATION SECTION - COVER SHEET**

**Adult Basic Education**

**Navigating and Advising Support Services Legislative Grant**

**ORGANIZATION INFORMATION**

Applicant Organization Name (or fiscal agent organization):

Name of Applicant Organization Official with Authority to Sign:

SWIFT Vendor Address with zip code + 4 (9 digit zip is required):

Primary site of where work will be performed – city, county, 9 digit zip (if other than the address above):

If a fiscal host applicant, identify the agency represented by the fiscal agent (***an agreement must be on file between the fiscal host and agency represented and those entities must sign the coversheet****):*

Minnesota SWIFT Vendor Number for Grantee (organization receiving grant funds):

MDE Organization Site Number (not necessary if private nonprofit unless application is submitted in SERVS):

Are you a nonprofit organization reporting as a 501(c)(3) organization (indicate yes or no):

**GRANT AMOUNT REQUESTED:**

**IDENTIFIED OFFICIAL WITH AUTHORITY TO SIGN APPLICANT**

Name and Title of Official with Authority to Sign (superintendent, if school):

Address of Official with Authority to Sign:

Phone and Email:

**SIGNATURE OF IDENTIFIED OFFICIAL WITH AUTHORITY TO SIGN:**

I certify I have read all components of this application and will comply with assurances herein and all other federal, state and local laws and regulations applicable to my organization.

Signature:

Date Signed:

**SECOND SIGNATURE, if necessary:**

I certify I have read all components of this application and will comply with assurances herein and all other federal, state and local laws and regulations applicable to my organization.

Signature:

Date Signed:

**PRIMARY PROGRAM CONTACT:**

Title of Program Contact:

Address:

Phone and Email:

**BUSINESS MANAGER OR ACCOUNTANT:**

Address:

Phone and Email:

***ADDITIONAL CONTACTS****: Add information here with contact information*

FORM 2

**ASSURANCES**

The applicant by signing the coversheet to the application submitted to the state, certifies they have read all application documents including any revised documents and agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations, public policies herein and all others applicable.

1. Survival of Terms

The following clauses survive the expiration or cancellation of this award: 4) State and Federal Audits; 5) Liability; 6) Ownership of Materials and Intellectual Property Rights; 7) Publicity; 8) Government Data Practices; 9) Data Disclosure; and 12) Governing Law, Jurisdiction and Venue.

2. Use of Funds

The use of funds shall be limited to that portion identified in the application materials and the attached application and by any applicable state or federal laws. Funds may not be used for gifts or novelty items (unless individually and specifically approved by the state) or for payments to vendors displaying exhibits for their profit. Funds may not be used to pay for or support other projects that are not identified in this application. Funds may not be used for the benefit of state employees, which includes, but is not limited to, reimbursement for any of their expenditures, including travel expenses, alcohol purchases, costs of registration fees for training sessions or educational courses presented or arranged, payments to state employees for presentations at workshops, seminars, etc., whether on state time, vacation time, leave of absence or any other non-work time.

A. The grantee, in the conduct of activities under this award, shall submit such reports as may be required by written instructions of the state within the times required by it. The state shall withhold funding if reporting requirements are not met in a complete, accurate and timely manner. The grantee must promptly return to the state any unexpended funds that have not been accounted for in a accepted financial report to the state due at grant closeout.

B. The grantee shall present reports to the Commissioner of the Department of Education (COMMISSIONER) or state’s Authorized Representative. At the COMMISSIONER’S discretion, the reports may be presented at departmental, legislative, other state agency or public meetings where the grantee shall be available to explain the project and to respond to questions.

C. Reimbursement for travel and subsistence expenses actually and necessarily incurred by grantee in performance of this project will be paid provided that the grantee shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than in the current “Commissioner’s Plan,” promulgated by the Commissioner of Minnesota Management & Budget (MMB), and grantee will only be reimbursed for travel and subsistence outside the state of Minnesota if it has received prior written approval for such out-of-state travel from the state. Exceptions to these travel rates are those that may be negotiated with the University of Minnesota. The current Commissioner’s Plan can be viewed: Access this link to obtain current maximum expense reimbursement rates or at (<http://www.mmd.admin.state.mn.us/commissionersplan.htm>)

3. Equipment

Upon termination of the award, the state shall have the right to require transfer or return of any equipment purchased during the award grant period using these grant funds.

4. Financial and Administrative Provisions

A. Allowability of Costs. The allowability of costs for federal funding incurred under this award shall be determined in accordance with the procedures and principles given in the federal Office of Management and Budget (OMB) circulars relocated to 2 CFR, Part 200.

For all funds, no claim for materials purchased in excess of budget categories or program services not specifically provided for in this award by the grantee will be allowed by the state unless approved in writing by the state. Such approval shall be considered to be a modification of the award. There may be additional limitations on allowable costs which shall be noted in the award.

A grantee hosting a meeting or conference may not use federal grant funds to pay for food for attendees unless it is necessary and reasonable to accomplish legitimate meeting, conference business or approved grant activities. Budget allocations for food must be approved by MDE. Example: A working lunch might be allowable to ensure full participation by attendees and if training continues during the lunch. Funds may not be used for entertainment, alcohol purchases or gifts. Refer to the applicable federal uniform guidance for cost principle information.

A meeting or conference hosted by a grantee and charged to the grant must not be promoted as a U S Department of Education conference.

1. Records. The grantee shall maintain books, records, documents and other evidence pertaining to the costs and expenses of implementing this application to the extent and in such detail as will accurately reflect all gross costs, direct and indirect, of labor materials, equipment, supplies, services and other costs and expenses of whatever nature. The grantee shall use generally accepted accounting principles. The grantee shall preserve all financial and cost reports, books of account and supporting documents and other data evidencing costs allowable and revenues and other applicable credits under this award which are in the possession of the grantee and relate to this award, for a period of no less than six years and the respective federal requirements where applicable.

All pertinent records and books of accounts related to this award and subsequent awards shall be preserved by the grantee for a period of six years subject to the following criteria:

1. The six-year retention period shall commence from the date of submission of the final expenditure report.
2. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
3. The grantee agrees to cooperate in any examination and audit under the provisions of this paragraph.

B. Examination. The state or its representative or the federal administering department (when applicable) shall have the right to examine books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs and the method of implementing the award. The grantee shall make available at its office and at all reasonable times before and during the period of record retention, proper facilities for such examination and audit.

C. State and Federal Audits. Under Minnesota Statutes, section 16B.98, Subdivision 8, the grantee’s books, records, document, and accounting procedures and practices relevant to this grant are subject to examination by the state and/or the state auditor or legislative auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state retention requirements, whichever is later. If federal funding, all grantees are subject to retention requirements related to audits.

If the grantee (in federal OMB Circular language known as “subrecipient”) receives federal assistance from the state of Minnesota, it will comply with the applicable single audit requirements. The grantee will provide copies of the single audit reporting package upon request.

5. Liability

Grantee agrees to indemnify and save and hold the state, its agents and employees harmless from any and all claims or causes of action, including all attorneys’ fees incurred by the state arising from the performance of the award by grantees, agents or employees. This clause shall not be construed to bar any legal remedies grantee may have for the state’s failure to fulfill its obligations pursuant to the award and subsequent awards.

6. Ownership of Materials and Intellectual Property Rights

A. Intellectual Property Rights:

The state shall own all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the works and documents created and paid for under the award. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this award. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by the grantee, its employees, agents or subcontractors in the performance of this award. The documents will be the exclusive property of the state and all such documents must be immediately returned to the state by the grantee upon completion or cancellation of the award. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be “works for hire.” The grantee assigns all right, title and interest it may have in the works and the documents to the state. The grantee, at the request of the state, shall execute all papers and perform all other acts necessary to transfer or record the state’s ownership interest in the works and documents.

B. Obligations:

Notification: Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the grantee, including its employees and subcontractors, in the performance of the award, the grantee will immediately give the state’s authorized representative written notice thereof, and must promptly furnish the authorized representative with complete information and/or disclosure thereon.

Representation: The grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the state, and that neither the grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property of other persons or entities. Notwithstanding Liability clause 5, the grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the state, at the grantee’s expense, from any action or claim brought against the state to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the grantee’s or the state’s opinion is likely to arise, the grantee, must at the state’s discretion, either procure for the state the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the state will be in addition and not exclusive of other remedies provided by law.

7. Publicity

Any publicity given to the program, publications or services provided resulting from the award, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared for the grantee or its employees individually or jointly with others or any subrecipients, shall identify the state as the sponsoring agency and identify the source of funding. The publicity described may only be released with the prior approval of the state’s authorized representative.

The applicant/awardee must **not** claim that the state **or** the federal Department of Education endorses its products or services. See a sample statement below:

*Example: The contents of this publication, film or conference do not necessarily represent the policy of the Minnesota State Department of Education and you should not assume endorsement by the state government.*

See the sample publicity statement below for citing the funding source below:

*For example: This training is partially funded with a grant from the Minnesota Department of Education using state funding, Article 32, Section 5, subd. 2 - Adult basic education grants*

8. Government Data Practices and Disclosure of Breach in Security

The grantee and the state must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by the state under the award, and as it applies to all data created collected, received, stored, used, maintained or disseminated by the grantee under the award. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data referred to in this paragraph by either the grantee or the state.

If the grantee receives a request to release the data referred to in this paragraph, the grantee must immediately notify the state. The state will give the grantee instructions concerning the release of the data to the requesting party before the data is released.

Effective August 1, 2014, the 2014 Laws of Minnesota, Charter 284, amends Minnesota Statutes, section 13.055, to apply to all government entities in Minnesota, not just state agencies. This applies to all school districts and charter schools. Government entities must notify individual data subjects when nonpublic data about them has been the subject of a breach of security of the data.

9. Data Disclosure

Under Minnesota Statutes, section 270C.65, and other applicable laws, the grantee consents to disclosure of its SWIFT Vendor ID Number, Social Security number, DUNS number, federal employer tax identification number and/or Minnesota tax identification number, already provided to the state, to federal and state tax agencies and state personnel involved in the payment of state obligations. These numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the grantee to file state tax returns and pay delinquent state tax liabilities, if any.

10. Worker’s Compensation

Grantee certifies that it is in compliance with Minnesota Statutes, section 176.181, subdivision 2, pertaining to workers’ compensation insurance coverage. The grantee’s employees and agents will not be considered state employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the state’s obligation or responsibility. (Exemption/Waiver as allowed under law.)

11. Antitrust

Grantee hereby assigns to the state of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the award resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the state of Minnesota.

12. Governing Law, Jurisdiction and Venue

Minnesota law, without regard to its choice-of-law and provisions, governs the award. Venue for all legal proceedings arising out of the award, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 2 CFR, Part 200, the grantee when signing the application, certifies that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of organization, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal award, and the extension, continuation, renewal, amendment or modification of any federal grant.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, the applicant/grantee shall complete and submit a Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The grantee shall require that the language herein shall be included in any award documents for all subawards at all tiers (including subgrants, contracts under award, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

14. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR 180.200 or amendments thereto, for prospective participants in primary covered transactions.

A. The grantee when signing this application certifies that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application or award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and,

4) Have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

15. Drug-Free Workplace (Awardees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR, Part 200,

A. The grantee certifies that it will continue to provide a drug-free workplace by:

1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2) Establishing an on-going drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace;

(b) The grantee’s policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (1);

4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the award, the employee will:

(a) Abide by the terms of the statement; and,

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected award;

6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;

7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (1), (2), (3), (4), (5) and (6).

16. Transferability

The grantee shall not transfer or assign to any party or parties any right(s), obligation(s) or claim(s) under the award without the prior written consent of the state. It is understood, however, that grantee remains solely responsible to the state for providing the products and services described.

17. Time

The grantee must comply with the time requirements described in the application and award, in the performance of this award and if inform the grantor of any potential long term delays or changes affecting those timelines.

18. Nondiscrimination

The grantee will comply with nondiscrimination statutes

A. Grantees will follow the Civil Rights Act of 1964 and amendments thereto which prohibits discrimination on the basis of race, color, or national origin

B. Section 504 of the Rehabilitation Act of 1973, and amendments which prohibits discrimination on the basis of disability

C. Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of sex in education programs

D. Age Discrimination in Employment Act of 1975 and amendments.

E. In addition, per federal CFR 200.415, Agreement of Applicant, which states that prior to the Commissioner’s issuance of any commitment or other loan approval, shall agree, by signing the application, (in a form prescribed by the Commissioner), that there shall be no discrimination against anyone who is employed in carrying out work receiving assistance pursuant to this chapter, or against an applicant for such employment, because of race, color, religion, sex, handicap, age or national origin.

19. Pre-Award Work and Pre-Award Costs

The grantee understands that no work should begin and no pre-award costs would be covered under this award until all required signatures have been obtained; an Official Grant Award Notification (OGAN) has been issued or other award documentation has been received and the grantee is notified to begin work by the state’s program authorized representative or their designee. If an exception to this is determined necessary by MDE, the grantee would be informed in writing or email by the state’s program authorized representative or designee.

20. Grantee's Grant Program Representative

The applicant’s Program Contact Representative will be named on the OGAN or other award information. If the Program Contact Representative or official with authority to sign changes at any time during the grant award period, the applicant/grantee must immediately notify the state.

21. Delinquent State or Federal Debt

As an applicant, you are not delinquent on the repayment of any federal debt. If delinquent in state debt, payments shall not be made by the state agency to the vendor until the commissioner notifies the agency the vendor is no longer a delinquent taxpayer or as otherwise indicated under Minnesota Statutes, section 270C.65, Subdivision 3.

22. Cancellation With or Without Cause

An award contract may be cancelled by the state at any time, with or without cause, upon thirty (30) days’ written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed and for approvable expenditures.

23. Cancellation Due to Discontinued or Insufficient Funding

It is expressly understood and agreed that in the event the funding to the state from Federal sources or appropriations by the Minnesota Legislature are not obtained and/or continued at an aggregate level sufficient to allow for the grantee’s program to continue operating, the grant shall immediately be terminated upon written notice by the state to the grantee. The state is not obligated to pay for any services that are provided after notice and effective date of termination. However, the grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed and approvable expenditures incurred prior to termination to the extent that funds are available. The state will not be assessed any penalty if the grant is terminated because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The state must provide the grantee notice within a reasonable time of the state receiving notice.

24. Cancellation Due to Failure to Comply

The state may cancel an award contract immediately if the state finds that there has been a failure to comply with the provisions of an award, that reasonable progress has not been made or that the purposes for which the funds were awarded/granted have not been or will not be fulfilled. The state may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

25. Salaries - Supplanting

Grant funds shall not be used to supplant salaries and wages normally budgeted for an employee of the applicant/agency. Total time for each staff position paid through various funding streams financed in part or whole with grant funds shall not exceed one Full Time Equivalent (FTE) except in certain situations. The grantee may allow staff to work on extended day assignments such as after school programs, special education services or other projects, if necessary, or allowable under funding. The grantee must be prepared to disclose all required supporting documentation for salaries paid for their employees.

26. Conflict of Interest

In accordance with the Minnesota Office of Grants Management Policy 08-01, the grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or present the appearance of personal or organizational conflicts of interest, or personal gain.

27. Voter Registration Services

The commissioner or chief administrator officer of each state agency or community-based public agency or nonprofit corporation that contracts with the state agency to carry out obligations of the state agency shall provide voter registration services for employees and the public. Refer to Minnesota Statutes, section 201.162, Duties of State Agencies for the complete statute.

28. Minimizing State Funded Administrative Costs

Under Minnesota Statutes, section 16B.98, Grants Management Process, a grant from an appropriation of state funds, the recipient of the grant must agree to minimize administrative costs.

29. Uniform Municipal Contracting Law – Counties, Schools, Cities – Supplies/Construction

Per Minnesota Statutes, section 471.345, grantees that are municipalities as defined in Subdivision 1 must follow service contracting and bidding requirements as stated including prevailing wage rules for construction work of $25,000 or more. Support documentation for the procurement processes must be retained.

Support document for the procurement processes must be retained regardless of the source of funding.

30. Contracting – Nongovernmental Entities

Nongovernmental entities must follow state procurement practices for contracting and bidding. Refer to state Office of Grants Management Policies for best practices. Support documentation of procurement processes must be retained. Refer to Minnesota Statutes, section 16C.06, Subdivision 1 regarding the threshold of $25,000 for public notice. Other purchasing thresholds are in the policy here: Department of Administration's purchasing policies.

Policies are available to view (<http://mn.gov/admin/government/grants/policies-statutes-forms>)

for best practices. Support documentation for procurement processes must be retained.

31. Other Provisions

A. Any amendment to an award must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant award, or their successors in office.

B. When a grant includes the production of a report or other publication and this publication may be posted on the MDE Website, that document must adhere to all MDE Communication’s policies, available upon request from the Communication’s Division.

C. The grantee assures that if the award involves federal funding the reimbursement of expenditures is in compliance with all program provisions, relevant provisions of the Cash Management Improvement Act of 1990 (Public Law 101-453) as amended by the CMIA of 1992 (Public Law 102-589), codified at 31 U.S.C. 6501 and 31 U.S.C. 6503; all current Office of Management and Budget circulars and cost principles principles, with the current Federal Education Department General Uniform Administrative Regulations, Part 200 or other applicable code of federal regulations applicable to this federal reimbursement request.

D. Grantee if a political subdivision of the state and funded with federal dollars, will consider the federal Resource Conservation and Recovery Act of 1976 in all procurement transactions. The objectives of the Resource Conservation and Recovery Act (RCRA) are to protect human health and the environment from the potential hazards of waste disposal, to conserve energy and natural resources, to reduce the amount of waste generated, and to ensure that wastes are managed in an environmentally sound manner.

E. Federal grant recipients, subrecipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, October 1, 2009.

F. The grantee shall also cooperate with the state when the state is enforcing applicable Minnesota Office of Grants Management policies.

G. Grantees funded with federal funding must follow 200.308, Revision of Budget and Program or as approved in the Official Grant Award Notification (OGAN).

H. Non-federal entities with federal grants must implement internal control processes as referenced in CFR 200.61 and 200.62.

I. Non-federal entities with federal grants will take reasonable measures to safeguard protected personally identifiable information as well as any information that the federal awarding agency or pass-through designates as sensitive. Refer to federal regulation 200.303, Protected Personally Identifiable Information means as individual’s first name or first initial and last name in combination with any one or more types of information such as social security number, credit card numbers, place of birth.

J. The non-federal entity using federal funding when contracting must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises and labor surplus area firms are used when possible. Refer to 200.321 for more information.

K. Grantee and their subrecipients of federal grant funds will adopt the requirements in the Code of Federal Regulations at, CFR 175.15 (b) pertaining to Trafficking in Persons. These requirements are incorporated into this grant award. A grant may be terminated for any violation of these provisions by the grantee, its employees or its subrecipients.

L. Grantees and subcontractors receiving federal grants exceeding $100,000 must comply with all applicable standards, orders, or requirements under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations (40 CFR, part 15).

M. The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 200.338 Remedies for noncompliance, including suspension and debarment.

N. If the initiative is federally funded with an award from the federal Office of Education, grantees must follow all other applicable uniform guidance under 2 CFR, Part 200 as applicable and 76.500 – 76.910.

O. The grantee must promptly return to the state any unexpended funds that have not been accounted for in a financial report to the state due at grant closeout.

P. The grantee shall comply with any and all provisions of the Family Educational Rights to Privacy Act of 1974 (FERPA).

Q. Grantees will provide information to MDE, upon request and in a timely fashion to accommodate MDE’s reporting under the Federal Funding Accountability and Transparency Act. Prior to an award, propose grantees must provide, upon request any documentation necessary for MDE to conduct their risk assessment.

R. Grantees must follow the reporting requirements and terms outlined in the Official Grant Award Notification (OGAN) or other award documentation.

S. Grantees will share learning outcomes with adult educators and other stakeholders at an Adult Basic Education state professional development event.

FORM 3

**ABE NAVIGATING AND ADVISING SUPPORT SERVICES LEGISLATIVE GRANT PROJECT**

**TITLE OF PROJECT:**

**NARRATIVE SECTION**

*Please develop the narrative below within each of the required elements. Attach supplemental documents including the budget as required when you return your signed application to MDE.*

**STATEMENT OF NEED**

Provide a statement of need based on an analysis of data for the targeted group that will benefit from this project. Summarize the needs and provide data and indicate how the data was gathered. Identify barriers and challenges this group has faced that contribute to the need.

Applicant please add in narrative response:

**CAPACITY**

Provide information on your organization’s capacity to administer this grant project. Identify the project staff and their role in the project.

Identify any proposed contracts and the service to be provided through the contract for the success of the project. Follow all state and federal procurement practices.

If you are partnering with any individuals or organizations, identify them and their contribution.

Applicant please add in narrative response:

**WORK PLAN GOALS, ACTIVITIES, OUTCOMES AND ESTIMATED TIMELINES**

Describe the project goals and the activities within each goal along with expected outcomes for each goal and estimated timelines. List out the goals and activities in a SMART – specific, measurable, attainable, relevant and time bound format as below:

Goal #1:

Activity 1.1:

Activity 1.2:

Outcomes:

Estimated Timelines

Applicant please add in narrative response:

**EVALUATION**

The state is committed to funding projects that produce a measurable result for the targeted population identified in the application. Identify the indicators used to measure success and the effectiveness of the project. Please describe the methods you will use to evaluate your project. Please consider reporting requirements to MDE.

Applicant please add in narrative response:

**BUDGET NARRATIVE JUSTIFICATION WORKSHEET**

The budget and budget narrative justification worksheet is attached and must be completed and submitted as part of the signed application. The worksheet should be completed based on the anticipated grant period and award amount.

Please provide clear descriptions for each proposed expenditure amount entered into each budget object code. The budget must align with the work plan activities and reflect necessary and reasonable proposed expenditures. Necessary means it adds value to the project and reasonable means you have done some type of market comparison to determine the cost is reasonable.

If subcontracting is approved, MDE expects grantees to select responsible vendors who are not debarred or suspended, who have not engaged in unlawful practices and are qualified to perform the services. Grantees must follow applicable federal or state procurement practices.

Complete the Budget for this Grant Period: November 14, 2016– June 30, 2019

UFARS Finance Code and/or Funding Source Code(for public schools, charter schools, ed districts and education cooperatives – if no specific finance code, then identify general state or federal code):

Major Restrictions on Expenditures:

Source of Funding- Federal (CFDA and title, award number) or State (legislation):

Email the completed and signed application (Forms 1-4) in PDF form by **4:00 p.m. Wednesday, October 19,** to: cherie.eichinger@state.mn