

## Early Childhood Curriculum Alignment Grants for Institutes of Higher Education – State Fiscal Year 2025

## Application Coversheet

### Applicant Information

Legal name of applicant organization:

Address:

City, state and zip code + 4:

Which of the [following regions](https://www.minnstate.edu/campusesprograms/index.html?gclid=CjwKCAjwp8OpBhAFEiwAG7NaEixD1avGP4I3_xTDFNgL1cSSASBtdp8_l-_Y4gHRS8OdtaO6XmL7jRoCWVEQAvD_BwE) is the applicant loacted:

\_\_\_ North West
\_\_\_ North East
\_\_\_ Central
\_\_\_ Metro
\_\_\_ South West
\_\_\_ South East

Total grant request:

### Required Identification Numbers

Minnesota SWIFT Supplier ID:

Federal UEI number:

### Contact Information

#### Identified Official with Authority (IOwA) to Sign

Instructions: Enter the contact information of the person who will sign the application in the [signature section](#_Signature_Section).

Name of official with authority to sign:

Title:

Phone number:

Email:

#### Primary Program Contact Information

Name of Program Contact:

Title:

Phone number:

Email:

#### Business Manager Contact Information

Name of business manager:

Title:

Phone number:

Email:

### Named Partner Information

List the organization and address for for each external organization identified as a partner in the application narrative. Add rows as needed. **Leave blank if not applicable.**

Additional organizatons may be partnered with during the life of the grant, and naming an organization in the application does not obligate a partnership for grant related work. This is for informational purposes only.

|  |  |
| --- | --- |
| Named partnering organization | AddressCity, state and zip code  |
|   |   |
|   |   |

**Goal Alignment to Comprehensive Achievement and Civic Readiness and Every Student Succeeds Act**

To the extent practicable, the goals for Minnestota State funded grant activies must be aligned to the [Comprehensive Achievement and Civic Readiness (CACR)](https://education.mn.gov/mde/dse/wbwf/) and the indicators in Minnesota’s accountability system under [Every Student Succeeds Act (ESSA)](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.ed.gov%2Fessa%3Fsrc%3Drn&data=05%7C01%7CBette.Benson%40state.mn.us%7C6dc8ac6976b949ec9dc708dba5adbfaf%7Ceb14b04624c445198f26b89c2159828c%7C0%7C0%7C638285937878262413%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=R1WYUCuJdzrSQV4iyfcMAXYnanKyR1LisLLCa1AZ8I8%3D&reserved=0). Check the boxes to indicate which goals of the CACR statute and accountability system under ESSA are among the goals of the proposed education program and use of these grant funds.

Type an X to indicate which goals of the CACR statute and accountability system under ESSA are among the goals of the proposed education program and use of grant funds. Note that this is an unscored componenet of the application and this is for informational purposes only:

\_\_\_ Meet school readiness goals

\_\_\_ Third grade students achieve grade-level literacy

\_\_\_ Close the academic achievement gap among racial and ethnic groups and/or economic groups

\_\_\_ Students attain career and college readiness

\_\_\_ Students graduate from high school

\_\_\_ Multilingual learners identified as English learners show progress toward English language proficiency

\_\_\_ School climate improves

\_\_\_ Not applicable

## Signature Section

Submit the completed and signed application coversheet, along with the application narrative, to mde.compgrants@state.mn.us by October 25, 2024, no later than 5 p.m. central time.

### Signature and Date of the Official with Authority to sign

By signing below, I certify I have read the application (narrative, assurances, budget and supplemental documents, if applicable) and will comply with the approved application and assurances herein and additional state, local, federal regulations and policies that apply to my organization. The submission of inaccurate or misleading information may be grounds for disqualification from the grant award and may subject me/my organization to suspension or debarment proceedings, as well as other remedies available to the State, by law.

Name:

Date:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Assurances

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

### 1. Survival of Terms

The following clauses below survive the expiration or cancellation of this award: 4D) State and Federal Audits; 5) Liability; 6) Ownership of Materials and Intellectual Property Rights; 7) Publicity and Endorsement; 8) Government Data Practices and Disclosure of Breach in Security; 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 of Minnesota) or for payments to vendors displaying exhibits for their profit. Funds should support the purpose and activities approved in the application. Funds must not be used to benefit state employees, or to reimburse them 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.

1. The grantee, in the conduct of activities under this award, shall submit such reports as may be required by written instructions of the state of Minnesota within the times required by it. The state of Minnesota reserves the right to withhold funding if reporting requirements are not met. The grantee must promptly return to the state of Minnesota any unexpended funds not accounted for in the financial report due to the state of Minnesota at grant closeout.
2. The grantee shall present reports to the Commissioner of the Department of Education or the state of Minnesota’s Authorized Representative. At the Commissioner's discretion, these reports may be presented at departmental, legislative, other state agency or public meetings where the grantee shall be available to explain the project and respond to questions.
3. Reimbursement for travel and subsistence expenses actually and necessarily incurred by grantee in performance of this project will be paid if allowed in the approved budget, 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 and Budget (MMB). The grantee will only be reimbursed for travel and subsistence outside Minnesota if it has received prior written approval for such out-of-state travel from the State of Minnesota. The current [Commissioner’s Plan](https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp) can be viewed to obtain current maximum expense reimbursement rates. Exceptions to these travel rates are those that may be negotiated with the University of Minnesota.

### 3. Equipment

Upon termination of the award, the State of Minnesota 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 located in [2 Code of Federal Regulations (CFR), Part 200](https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200) and/or as in the approved budget and/or specific legislation.

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 of Minnesota 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 a legitimate meeting, conference business for approved grant activities. Budget allocations for food must be approved by the Minnesota Department of Education (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.

#### B. 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.

#### C. Examination

The State of Minnesota 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.

#### D. State and Federal Audits

Under [Minnesota Statutes 2023, section 16B.98, subdivision 8](https://www.revisor.mn.gov/statutes/cite/16B.98), the grantee’s books, records, document, and accounting procedures and practices relevant to this grant are subject to examination by the Commissioner, the state of Minnesota 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 Office of Management and Budget (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.

***E. State Requirements***

* The grantee will comply with required grants management policies and procedures set forth through [Minnesota Statute 16B.97, Subdivision 4 (a) (1)](https://www.revisor.mn.gov/statutes/?id=16B.97) and requirements in [Minnesota Statute 16B.981](https://www.revisor.mn.gov/statutes/2023/cite/16B.981).
* Pursuant to [Minnesota Statute 16B.98, Subdivision 1](https://www.revisor.mn.gov/statutes/?id=16B.98), the grantee agrees to minimize administrative costs as a condition of this grant.
* The grantee certifies they are not suspended or debarred in MN: [Suspended/Debarred Vendors / Minnesota Office of State Procurement (mn.gov)](https://mn.gov/admin/osp/government/suspended-debarred/)
* The grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

### 5. Liability

Grantee agrees to indemnify and save and hold the state of Minnesota, 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 of Minnesota’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 of Minnesota shall own all rights, title and interest in all 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 of Minnesota 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 of Minnesota. The grantee, at the request of the state of Minnesota, shall execute all papers and perform all other acts necessary to transfer or record the State of Minnesota’s ownership interest in the works and documents.

#### B. 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 of Minnesota’s authorized representative written notice thereof, and must promptly furnish the authorized representative with complete information and/or disclosure thereon.

#### C. 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 of Minnesota, 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 of Minnesota, at the grantee’s expense, from any action or claim brought against the state of Minnesota 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 of Minnesota’s opinion is likely to arise, the grantee, must at the state of Minnesota’s discretion, either procure for the state of Minnesota 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 of Minnesota will be in addition and not exclusive of other remedies provided by law.

### 7. Publicity and Endorsement

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

The applicant/awardee must **not** claim that the state of Minnesota 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 U.S. Department of Education or the Minnesota Department of Education and you should not assume endorsement by the federal or state government.

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

Example: This training is partially funded with a grant from the Minnesota Department of Education using federal funding, CFDA 84.027A, Special Education - Grants to States.

### 8. Government Data Practices and Disclosure of Breach in Security

The grantee and the state of Minnesota must comply with the [Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13](https://www.revisor.mn.gov/statutes/cite/134.001), as it applies to all data provided by the state of Minnesota 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 2023, section 13.08](https://www.revisor.mn.gov/statutes/cite/13.08) apply to the release of the data referred to in this paragraph by either the grantee or the state of Minnesota.

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

[Minnesota Statutes 2023, section 13.055](https://www.revisor.mn.gov/statutes/cite/13.055), applies 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 2023, section 270C.65](https://www.revisor.mn.gov/statutes/cite/270C.65), subdivision 3, and other applicable laws, the grantee consents to disclosure of its SWIFT Supplier ID (formally known as SWIFT Vendor ID), Social Security number, UEI number, federal employer tax identification number and/or Minnesota tax identification number, already provided to the state of Minnesota, 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 2023, section 176.181, subdivision 2](https://www.revisor.mn.gov/statutes/cite/176.181), 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 of Minnesota’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. The 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 Code of Federal Regulations (CFR), Part 200, the grantee when signing the application, certifies that:

1. 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.
2. 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.
3. 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](https://www.archives.gov/federal-register/codification/executive-order/12549.html), Debarment and Suspension, and implemented at 2 CFR 180.200 or amendments thereto, for prospective participants in primary covered transactions.

The grantee 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, 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:
	1. The dangers of drug abuse in the workplace;
	2. The grantee’s policy of maintaining a drug-free workplace;
	3. Any available drug counseling, rehabilitation and employee assistance programs; and
	4. 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:
	1. Abide by the terms of the statement; and,
	2. 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:
	1. 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,
	2. 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 of Minnesota. It is understood, however, that the grantee remains solely responsible to the state of Minnesota for providing the products and services described.

### 17. Time

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

### 18. Nondiscrimination

The grantee will comply with nondiscrimination statutes.

1. Grantees will follow the Civil Rights Act of 1964, and amendments thereto which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, and amendments which prohibits discrimination on the basis of disability.
3. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs.
4. Age Discrimination in Employment Act of 1975 and amendments.
5. 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.
6. [Minnesota Statutes 2023, Chapter 363A. Human Rights](https://www.revisor.mn.gov/statutes/cite/363A).

### 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 of Minnesota’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 of Minnesota.

### 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 2023, section 270C.65, subdivision 3](https://www.revisor.mn.gov/statutes/cite/270C.65).

### 22. Cancellation Without Cause

An award contract may be cancelled by the state of Minnesota 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 With Cause

The state of Minnesota may cancel an award contract immediately if the state of Minnesota 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 of Minnesota may take action to protect the interests of the state of Minnesota of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### 24. Cancellation Due to Discontinued or Insufficient Funding

It is expressly understood and agreed that in the event the funding to the state of Minnesota 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 of Minnesota to the grantee. The state of Minnesota 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 of Minnesota 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 of Minnesota must provide the grantee notice within a reasonable time of the state of Minnesota receiving notice.

**25. Termination of Grant Agreements**

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the state of Minnesota. This is described in [Minnesota Statutes 2023, section 16B.991, subdivision 2](https://www.revisor.mn.gov/statutes/cite/16B.991#:~:text=2.,best%20interests%20of%20the%20state.), and [Minnesota Laws, Chapter 62, Article 7, Section 12](https://www.revisor.mn.gov/laws/2023/0/Session%2BLaw/Chapter/62/).

**26. Cancellation Due to Failure to Comply**

The state of Minnesota 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.

### 27. Conflict of Interest

In accordance with the [Minnesota Office of Grants Management Policy 08-01](https://mn.gov/admin/government/grants/policies-statutes-forms/), 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. Grantees will maintain and implement written standards of conduct covering conflicts of interest.

### 28. 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 2023, section 201.162, Duties of State Agencies](https://www.revisor.mn.gov/statutes/cite/201.162), for the complete statute.

**29. Minimizing State Funded Administrative Costs**

Under [Minnesota Statutes, section 16B.98](https://www.revisor.mn.gov/statutes/cite/16B.98), Grants Management Process, if a grant is funded from an appropriation of State funds, the recipient of the grant must agree to minimize administrative costs.

### 30. 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.

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

[Per Minnesota Statutes, section 471.345](https://www.revisor.mn.gov/statutes/cite/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.

### 32. Contracting Requirements

1. Pursuant to [Minnesota Statutes 2023, 471.345](https://www.revisor.mn.gov/statutes/cite/471.345), grantees that are municipalities, including School Districts and Tribal Nations, 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.
	1. Municipalities are encouraged to utilize [Minn. Stat. §471.345](https://www.revisor.mn.gov/statutes/cite/471.345) Subd. 8 for targeted business procurement where available.
	2. Municipalities must not contract with vendors who are suspended or debarred in MN: [Suspended/Debarred Vendors / Minnesota Office of State Procurement (mn.gov)](https://mn.gov/admin/osp/government/suspended-debarred/)
	3. Support documentation for the procurement processes must be retained regardless of the source of funding.
2. Grantees that are nongovernmental entities must use these guidelines for approved grant budget contracted services based on these thresholds:
	1. $100,000 or more must undergo a formal notice and bidding process.
	2. Between $25,000 and $99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
	3. Between $10,000 and $24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
	4. For grant-funded projects that include construction work of $25,000 or more, prevailing wage rules apply per [Minnesota Statutes 2023, section 177.41 through section 177.44](https://www.revisor.mn.gov/statutes/cite/177.41). The bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
	5. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
		1. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](https://mn.gov/admin/osp/government/professionatechnicalcontracts/targeted-group-preferences/).
		2. Metropolitan Council’s Targeted Vendor list: [Minnesota Unified Certification Program](https://mnucp.org/).
		3. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](https://sbcp.mn.gov/).
	6. Notwithstanding B (a) – (e), the State may waive bidding process requirements when it is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
	7. The grantee must maintain:
		1. Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
		2. Support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

The grantee must not contract with vendors who are on the [Suspended/Debarred Vendor Report](https://mn.gov/admin/osp/government/suspended-debarred/).

#### Domestic preferences for procurements

As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited, to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

### 33. Amendments

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 assurances, or their successors in office.

#### 34. Financial and Grantee Capacity Review

[Minnesota Statute 16B.981](https://www.revisor.mn.gov/statutes/2023/cite/16B.981)/[Chapter 62 - MN Laws, Article 7, Section 11](https://www.revisor.mn.gov/laws/2023/0/Session%2BLaw/Chapter/62/) requires that a pre-award risk assessment is conducted for grant awards of $50,000 or more.

All grantees as defined in Minnesota Statute 16B.981 Subdivision 1 (c) applying for grants in the state of Minnesota must undergo a financial and capacity review prior to a grant award of $50,000 and higher.

In order to comply with this requirement, the following information and documents will need to be submitted, as applicable, before the grant award notification is fully executed:

1. **Capacity Responses: All potential grantees: Exhibit C**
	* Please describe your history of performing the work that will be funded by the grant:
	* This includes describing your organization’s current staffing and current budget.
2. **Certification: No current principals have been convicted of a felony financial crime in the last ten years: All potential Grantees: Exhibit D**
3. **Evidence of good standing: For-profit and nonprofit potential grantees: Exhibit E**
	* For-profit and nonprofit grantees: Filed and up-to-date with the Secretary of State
4. **Nonprofit grantees as applicable**: **Exhibit F**
	* Most recent Form 990 or Form 990-EZ
	* Most recent audited financial statement of a charitable organization which has received total revenue in excess of $750,000 for the 12 months of operations covered by the statement per [Minnesota Statute 309.53](https://www.revisor.mn.gov/statutes/cite/309.53)
	* Most recent board-reviewed (or managing group if applicable) financial statements, description of internal controls over business expenditures and outcomes of the grant funds (if awarded grant) and evidence of exemption as referenced in Exhibit F
5. **For-profit Certification Disclosure and required documents**: **Exhibit G**
	* Most recent federal and state tax returns:
		+ If not in business long enough to have a tax return, description of internal controls over business expenditures and outcomes of the grant funds (if awarded grant) as referenced in Exhibit G
	* Current financial statements
	* Certification that business is not under bankruptcy proceedings
	* Disclosure of any liens on assets

Based on Minnesota Statute 16B.981/[Chapter 62 - MN Laws](https://www.revisor.mn.gov/laws/2023/0/Session%2BLaw/Chapter/62/), Article 7, Section 11, Subd. 3-5 establishes the authority for Minnesota Department of Education to:

* Provide or require enhanced grant oversight
* Request additional information from a potential grantee to determine whether there is a substantial risk that the potential grantee cannot or would not perform the required duties of the grant
	+ The potential grantee has 30 business days to respond
* Develop a plan to address the risk or concerns identified
* Not award the grant.
	+ The Minnesota Department of Education must provide notice of this determination to not award the grant to the potential grantee and the Commissioner of Administration.
	+ The notice must include the following:
		- The reason for postponing/not awarding the grant
		- The timeline for the process for contesting the agency’s decision

**35.** **Evidence-Based Education Grant Report**

[Minnesota Statutes 2023, section 127A.20](https://www.revisor.mn.gov/statutes/cite/127A.20), requires that, within 180 days of the end of the grant period, each grant recipient must compile a report that describes the data that was collected and evaluate the effectiveness of the strategies. The evidence-based report may identify or propose alternative strategies based on the results of the data. The report must be submitted to the commissioner of education and to the chairs and ranking minority members of the legislative committees with jurisdiction over prekindergarten through grade 12 education. The report must be filed with the Legislative Reference Library according to [Minnesota Statutes 2023, section 3.195](https://www.revisor.mn.gov/statutes/cite/3.195).

### 36. Other Provisions

1. When a grant includes the production of a report or other publication and this publication may be posted on the Minnesota Department of Education’s website, that document must adhere to all department communication’s policies, available upon request from the Communication Division.
2. The grantee shall cooperate with the state of Minnesota when enforcing applicable Minnesota Office of Grants Management policies and statutes.
3. Grantees funded with federal funding must follow CFR 200.308, Revision of Budget and Program, or as approved in the OGAN or other award documentation.
4. Grantees and subcontractors receiving 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).
5. The grantee must promptly return to the state of Minnesota any unexpended funds that have not been accounted for in a financial report to the State of Minnesota due at grant closeout.
6. The grantee shall comply with any and all provisions of the Family Educational Rights to Privacy Act of 1974 (FERPA).
7. Grantees will submit reports and comply with the terms as outlined in the Official Grant Award Notification (OGAN), other award document and relevant legislation.

### 37. Programmatic Assurances

Grantees will be required to have representatives participate in regular cross grant sharing meetings facilitated by MDE grant Authorized Representative.

Cross Grantee Sharing Meetings: (Virtual)

1. Grant Kick Off meeting – share proposal ideas with each other and plan for identifying needs.
2. Check In – Share determined needs/alignment plans/TA Needs
3. Check In - Share regional findings for needs, recommendations for alignment, and implementation plan.
4. Check In – Work Status Update/Evaluation Plan

Grantees will be required to have representatives participate in a grantee sharing event (i.e. Early Childhood IHE Symposium) to be scheduled by MDE.

Grantee Sharing Event:

1. Using data from the Evaluation Plan, share outcomes, learning, successful reform strategies, and other pertinent information from the grant project.
2. Using data from the Evaluation Plan, identify any further needed work to implement desired changes and alignment.

## Application Narrative Section

### Executive Summary

This component of the application should briefly describe the project as it aligns with the purpose of this funding. The summary should identify the following:

* Need for the funding
* Population(s) that will benefit
* Primary project goals and activities that are measurable and attainable and align with the purpose of funding
* Expected outcomes/products/outputs/benefits

Points Possible: 10

Narrative Response:

### Capacity of the Applicant Agency

Describe your organization’s capacity for and commitment to administering the project successfully. Identify the following:

* The primary project staff (employees) funded with the grant and their role in this project.
* All non-grant-funded staff and what their contributing role is in the project.
* Your intent to subcontract with outside professionals using the grant funds the services to be performed, and the qualifications expected of the subcontractors. How will you document the selection process used and follow applicable procurement practices?
* What methods will you use to ensure your approaches are inclusive and identify strategies you will use to successfully recruit participants from partnering IHE.
* External partners (not paid subcontractors) that may contribute to the project; identify their contribution, including the Identified partner institutes of higher education who will participate in the regional collaborative.
* Summarize you plan/process for distributing funds needed to compensate participants for their time, travel, and other investments.

Points Possible: 25

Narrative Response:

### Diversity and Equity

Describe your agency’s diversity and equity inclusion efforts. Include the following:

* Identification of underserved populations.
* Describe how this program will be used to bring equity to your region.

Points Possible: 10

Narrative Response:

### Project Goals, Activities, Strategies, Outcomes, and Estimated Timelines

Please create a workplan utilizing SMART goals. SMART goals are Specific, Measurable, Attainable, Relevant and Time bound. In this work plan, SMART goals are made Specific with activities or strategies. SMART goals are Measurable with data points, have Attainable outcomes, are Relevant to a benefiting party, and are Time bound with an estimated timeline. They also are assigned to a specific role responsible for the goal.

Outline as many SMART goals needed to achieve the expected outcomes and that align with the purpose of this grant opportunity for the relevant benefiting parties/population(s) expected to benefit from the work plan. To the extent practicable, the goals must be aligned to the state of [Minnesota's Comprehensive Achievement and Civic Readiness (CACR)](https://www.revisor.mn.gov/statutes/cite/120B.11) (formerly known as the World's Best Workforce) and the federally required [Every Student Succeeds Act accountability systems](https://www.ed.gov/essa?src=rn).

**Goal 1:**

**Activity or Strategy:**

**Measurement:**

**Attainable Outcome:**

**Relevant Benefiting Party:**

**Estimated Timeline:**

**Person Responsible for Activity:**

**Goal 2:**

**Activity or Strategy:**

**Measurement:**

**Attainable Outcome:**

**Relevant Benefiting Party:**

**Estimated Timeline:**

**Person Responsible for Activity:**

Points Possible: 30

Narrative Response:

### Evaluation Plan

The State is committed to funding services that produce a measurable result, outcome and/or product for the targeted population identified in your application and the people of Minnesota. Evaluations help demonstrate a project’s effectiveness and information for future improvements. Evaluations use quantitative data and qualitative data, and sometimes, interviews. Grantees must have a plan to collect data to measure the effectiveness of the strategies outlined in the grant application.

Describe your evaluation plan. An evaluation plan will:

* Pose questions for the evaluation to answer
* Describe process and method for data collection
* Describe who will conduct the evaluation or evaluations (employed staff or subcontractors)

Points Possible: 15

Narrative Response:

### Excel Budget with Descriptions

Complete the Excel budget. Specify the grant amount requested. Detail all necessary and reasonable expenditures anticipated during the project period that align with the project goals and activities, using the budget codes available.

**Necessary** means it is important to the success of the project.

**Reasonable** means you are paying fair market price for the item or services.

Your budget narrative must include:

* Sufficient narrative description for each budget line-item entry.

You must also ensure:

* There is sufficient narrative description for budget line-item entries.
* Reviewers are able to determine if the budget aligns with the project activities and primary purpose of the funding.
* The budget estimates for employee and proposed contractor services appear to correspond with reasonable approximations of the activities to be performed.
* The budget planned expenses appear necessary and reasonable for the success and purpose of the project.
* If funding will be used to provide meals or other food items it would be budgeted under Line Item 490 “Food-Necessary for success of approved grant projects (PD or training grants), and must be reasonable based on fair market prices, not for School lunch or refreshment programs for students.”

UFARS Code: 01S370

Points Possible: 10