



Formula FIN 322 and FIN 438 Grant Funds State Fiscal Year 2024 and Federal Fiscal Year 2023 Adult Basic Education (ABE) Grant Opportunity

Minnesota Statutes, section 124D.522, and Catalog of Federal Domestic Assistance (CFDA) CFDA 84.002A

Complete all sections below on Pages 1-4. An incomplete section may delay grant award. Upload complete application, assurance, and table to the SERVS site using the directions provided in the instructions document.

By submitting the completed application to the SERVS site, you are agreeing to the terms listed in the assurances below.

Applications must be received by June 1, 2023, 3:30 p.m. Central Daylight Time.

Application

Applicant Information

Legal name of applicant organization: **Mille Lacs Band of Ojibwe**

Address: City, state and ZIP code + 4: **Onamia, MN 56359-2009**

If district or charter school applicant, enter organization number: **New Consortium**

Registration in SAM/CCR (Yes or No): **YES**

Congressional District of Grantee Organization (where organization resides): **District 8**

Minnesota County the Grantee Resides In: Are you a nonprofit organization reporting as a 501(c)(3) organization? ___ Yes **X** No

Required Identification Numbers

Minnesota SWIFT vendor ID number: **196089**

Federal Unique Entity Identifier (UEI): **KR5CGFZ5W2R4**

Identified Official with Authority

Name of official with authority to sign: **Tammy Wickstrom**

Title: **Executive Director**

Phone number: **320-364-9511**

Email: **tammy.wickstrom@millelacsband.com**

Primary Program Contact

Name of program contact: **Karen Pagnac**

Title: **Training Manager**

Phone number: **320-362-4139**

Email: **karen.pagnac@millelacsband.com**

Business Manager

Name of business manager: **Joni Wall**

Phone number: **320-532-7473**

Email: **Joni.Wall@millelacsband.com**

Grant Funding Selection

Please check which type of Adult Basic Education (ABE) funds the organization is applying: Federal and/or state funding. (Check all that apply.)

This entity is applying for federal ABE funding for fiscal year 2024 (FY 2024) and was approved to receive Federal ABE Funding in March 2022.

This entity is applying for state ABE funding for fiscal year 2024 (FY 2024).

Program Status

Check the ONE condition below that best describes your State fiscal year 2024 (SFY 24) FIN 438/322 Grant Application (Continuing ABE Consortium, Realigned or Significantly Restructured ABE Consortium, or New ABE Consortium)

Continuing ABE Consortium

This consortium was approved and funded for SFY 2023 and is seeking continuation for SFY 2024. There are no changes in school district membership or fiscal agency for SFY 2024.

Realigned or Significantly Restructured ABE Consortium

This consortium was approved and funded for SFY 2023 and is seeking continuation for SFY 2024. There are some changes in school district membership or fiscal agency for SFY 2024.

District Member Additions (list):

District Member Deletions (list):

Fiscal Agent Change (identify):

This consortium will separate from its SFY 2023 ABE fiscal agent and is seeking approval for SFY 2024 as a separate consortium.

New Consortium

This consortium is seeking approval as a new ABE consortium.

Federal Funding Accountability and Transparency Act

Respond to the following two questions if your potential federal grant award will come from federal funding and be \$25,000 and over and, if your gross income is \$300,000 or more from all sources for the previous tax year. This information is required in order for us to meet our reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA).

1. In your organization's preceding fiscal year, did the organization receive 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

Respond here (yes or no): **YES**

2. If you answered yes to the question above, does the public have access to information about the compensation of the executives in your organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934?

Respond here (yes or no): **YES**

If you responded no to question 2, we may need additional information from you for reporting.

Applications must be received by June 1, 2023, 3:30 p.m. central time.

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. 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.

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; 8) Government Data Practices and Disclosure of Breach in Security; 9) Data Disclosure; and 12) Governing Law, Jurisdiction and Venue.

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 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.

- 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 reserves the right to withhold funding if reporting requirements are not met. The grantee must promptly return to the state any unexpended funds not accounted for in the financial report due to the state at grant closeout.
- B. The grantee shall present reports to the Commissioner of the Department of Education or the state'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.
- C. Reimbursement for travel and subsistence expenses actually and necessarily incurred by grantee in performance of this project will be paid if state is 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. The current Commissioner's Plan can be viewed to obtain current maximum expense reimbursement rates (<https://mn.gov/mmb-stat/000/az/labor-relations/commissioners-plan/contract/2021-2023/Commissioners-Plan-21-23.pdf>). Exceptions to these travel rates are those that may be negotiated with the University of Minnesota.

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.

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](#) 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 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 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 2022, 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 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.

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.

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. 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.

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, 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.

Publicity

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 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 federal Department of Education or the state 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.

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 2022, 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.

[Minnesota Statutes 2022, section 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.

Data Disclosure

Under [Minnesota Statutes 2022, section 270C.65](#), and other applicable laws, the grantee consents to disclosure of its SWIFT Supplier ID Number (formally known as SWIFT Vendor ID), 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.

Worker's Compensation

Grantee certifies that it is in compliance with [Minnesota Statutes 2022, 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.)

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.

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.

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.

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.

The grantee certifies that it and its principals:

4. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
5. 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;

6. 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,
7. 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.

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:

8. 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;
9. 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;
10. 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);
11. 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;
12. 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;
13. 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;
14. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (1), (2), (3), (4), (5) and (6).

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.

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.

Nondiscrimination

The grantee will comply with nondiscrimination statutes.

15. Grantees will follow the Civil Rights Act of 1964, and amendments thereto which prohibits discrimination on the basis of race, color, or national origin.
16. Section 504 of the Rehabilitation Act of 1973, and amendments which prohibits discrimination on the basis of disability.
17. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs.
18. Age Discrimination in Employment Act of 1975 and amendments.
19. 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.
20. [Minnesota Statutes 2022, Chapter 363A. Human Rights.](#)

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.

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.

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 2022, section 270C.65, subdivision 3.

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.

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.

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.

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.

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 2022, section 201.162](#), Duties of State Agencies for the complete statute.

Minimizing State Funded Administrative Costs

Under [Minnesota Statutes 2022, 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.

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.

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

Per [Minnesota Statutes 2022, 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.

Contracting – Nongovernmental Entities

Pursuant to [Minnesota Statutes 2022, 471.345](#), any grant-funded services and/or materials that are expected to cost:

- \$175,000 or more must undergo a formal notice and bidding process.
- Between \$25,000 and \$174,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- 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.

For grant-funded projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minnesota Statutes 2022, section 177.41 through section 177.44](#). 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.

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:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List.](#)
- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program.](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program.

The grantee must maintain:

- Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- 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.](#)

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.

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.

Other Provisions

- a. 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.
- b. The grantee shall cooperate with the state when enforcing applicable Minnesota Office of Grants Management policies and statutes.
- c. 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.
- d. 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).

- e. 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.
- f. The grantee shall comply with any and all provisions of the Family Educational Rights to Privacy Act of 1974 (FERPA).
- g. Grantees will submit reports and comply with the terms as outlined in the OGAN, other award document and relevant legislation.
- h. Grantees will submit reports and comply with the terms as outlined in the Official Grant Award Notification.

Federal Provision

- a. 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 (CMIA) 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, 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.
- b. 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.
- c. 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.
- d. Grantees funded with federal funding must follow CFR 200.308, Revision of Budget and Program, or as approved in the Official Grant Award Notification (OGAN) or other award documentation.
- e. Non-federal entities with federal grants must implement internal control processes as referenced in CFR 200.61 and 200.62.
- f. 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.
- g. 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 2, CFR 200.321 for more information.

- h. Grantee and their subrecipients of federal grant funds will adopt the requirements in the Code of Federal Regulations at 2, 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.
- i. 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.
- j. 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.
- k. 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.
- l. The grantee shall comply with any and all provisions of the Family Educational Rights to Privacy Act of 1974 (FERPA).
- m. 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.

Programmatic Assurances

The grantee will adhere to additional Adult Basic Education (ABE) program-specific expectations, including:

- a. Will not request federal ABE aid to subsidize the costs of programming for ineligible students, including those enrolled in K-12 services, those under the age of compulsory secondary education attendance, or those not needing ABE services as identified by the Workforce Innovation and Opportunity Act (WIOA).
- b. Has vested control and administration of ABE funds provided under this application in the applicant agency and its designated fiscal agent, and will use those funds solely for ABE purposes under the authorizing legislation (Minnesota Statute § 124D.52); See language in section 124D.52, subd. 1. (d) regarding purposes.
- c. All teachers employed by a public school district will hold a valid Minnesota teacher's license and ESL teachers employed by a public school district will hold a teacher's license or have a postsecondary degree (or MDE-approved equivalent) in English as a Second Language. (Minnesota State Statute § 122A.26)
- d. Will comply with the MDE-ABE Contact Hour Policy document which establishes allowable procedures and definitions regarding the counting and reporting of student contact hours.
- e. Will develop and implement a Memorandum of Understanding (MOU) with the local workforce development one-stop center.
- f. Will maintain a written consortium agreement between consortium fiscal agent, and all members within a consortium, including members that are ABE providers and those that are not. Consortium agreement will be updated annually. Consortium agreement will be submitted to MDE periodically

as part of the 5-year narrative (state ABE funding reauthorization process), and at any other time on request.

- g. Will contract for data management and reporting services (the Minnesota ABE database SiD) and use that data system to maintain accurate data as required under state statute, federal law and MNABE policy and guidance, according to specified timelines. Will ensure that all staff who use SiD participate in appropriate training in order to stay current on requirements and best practices.
- h. Grantee will ensure that MDE-ABE has accurate and up-to-date email addresses for all currently employed staff.
- i. The grantee will comply with guidance on accurately naming and identifying classes and programming sites within the Minnesota ABE database SiD in order to provide accurate information for the Adult Literacy Hotline and CareerForce.
- j. The ABE manager or their designee will attend each of the following MDE-ABE events:
 - Fall ABE Managers Meeting;
 - Annual ABE Grant Application Workshop;
 - Narrative Writers Workshop – once every five years, and;
 - June ABE Program Narrative Reauthorization Application Review – once every five years (e.g., must participate in the June 2023 review of SFY 2023 applications if submitting a narrative in 2024).
 - IF REQUIRED: Program Improvement workshop and associated program improvement events, such as site visit
- k. The grantee will collaborate with one-stop delivery system, to develop an appropriate and proportionate amount of administrative funds available under the Workforce Innovation and Opportunity Act (WIOA) to maintain the one-stop system, including the payment of the infrastructure costs for the one-stop centers, in accordance with the methods agreed upon by the local board and described in the memorandum of understanding or the determination of the Governor regarding one-stop infrastructure funding.
- l. The grantee will 1) help ensure that the local workforce development board(s) have ABE representatives in the area(s) it serves, and 2) communicate and collaborate regularly with the board(s) and its ABE representative(s).
- m. The eligible agency agrees that in expending funds made available under title II of WIOA, the eligible agency will comply with sections 8301 through 8303 of the Buy American Act (41 U.S.C. 8301-8303).
- n. Grantee will label ABE program promotional materials as “A proud partner of the American Job Center network.”
- o. The ABE provider will comply with all requirements in federal law and state statute, all policies, rules and regulations promulgated by the federal Office of Career, Technical and Adult Education (OCTAE) and/or the Minnesota Department of Education (MDE) – Adult Basic Education (ABE) office.
- p. The grantee will expend all revenue generated by student tuition and fees within the fiscal year it was received.