



## STATE - STAFF DEVELOPMENT GRANTS – 2019 – Federal Instructional Settings of Level 4 or Higher

### APPLICATION - COVER SHEET

#### APPLICATION INFORMATION

Legal Name of Intermediate School District or Special Education Cooperative Organization: **Southern Plains Education Cooperative**

Minnesota Department of Education (MDE) Organization Number (District Number): **915**

Grant request for state fiscal year 2019: **\$30,000**

Number of students served in federal instructional settings of Level 4 or higher during **2017-2018** year: **63**

School Districts Represented by SE Cooperative/ISD: **6**

Name of program(s) you operate that are federal instructional settings of Level 4 or higher: **Bridges & PALS**

Grade level of students served in federal instructional settings of Level 4 or higher in **2017-2018** year (check all that apply):

PreK:

K-5:

6-8:

9-12:

**Full-time** equivalent number of **licensed** instructional staff employed or assigned to an intermediate school district or special education cooperative serving students in federal instructional settings of Level 4 or higher in **2017-2018** year.

Enter Position Type and FTEs (you may include other related support such as licensed social worker, OT specialist, etc.)

Example: 2 part-time EBD at .50 would equal 1 FTE

Answer: **Total of 12.0**

1.0 ASD  
6.0 EBD  
1.0 School Social Worker  
2.0 Behavior Specialist/Interventionist  
1.0 Coordinator  
.50 DAPE/PE  
.25 Speech/Language  
.05 Occupational Therapist  
.20 School Psychologist

Full-time equivalent number of non-licensed classroom aides employed by or assigned to intermediate district or special education cooperative serving students in federal instructional settings of Level 4 or higher in

2017-2018 year.

Enter Position Type and FTEs

Example: 2 full-time EBD paras would equal 2 FTEs

Answer: **Total of 18**

3.5 ASD  
14.5 EBD

### **OFFICIAL WITH AUTHORITY INFORMATION**

Name of official with authority to sign: **Sarah Mittelstadt**

Title: **Executive Director**

Address: **201 E 3<sup>rd</sup> Street**

City, Zip code + 4: **Fairmont, MN 56031**

Phone Number: **507-238-1472**

Email: **sarah.mittelstadt@southernplainedcoop.org**

### **REQUIRED ID NUMBERS**

MN SWIFT Vendor Number (Tax ID Number)

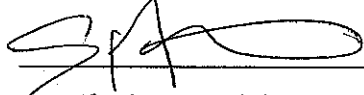
**800635**

DUNS Number

**157512997**

**SIGNATURE**

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



DATE SIGNED 11-8-18

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 including additional state, local, federal regulations and policies governing the funding that apply to my agency.

**GRANT PROGRAM CONTACT INFORMATION**

Name: Stephanie Schmitz

Title: Administrative Coordinator

Organization: Southern Plains Education Cooperative

Address: 132 1<sup>st</sup> Ave SE

City, ZIP: Winnebago, MN 56098

Phone: 507-893-3701

Email: stephanie.schmitz@southernplainedcoop.org

**BUSINESS MANAGER/ACCOUNTING CONTACT INFORMATION**

Name: Dawn Becker

Title: Business Manager

Organization: Southern Plains Education Cooperative

Address: 201 E 3<sup>rd</sup> Street

City, ZIP: Fairmont MN 56031

Phone: 507-238-1472

Email: dawn.becker@southernplainedcoop.org

**ASSURANCES**

The applicant by signing the coversheet to the application submitted to the state, certifies they have read all application documents including any revised documents and agree to comply with 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 survive the expiration or cancellation of this award: 4) State and federal Audits; 5) Liability; 6) Ownership of Materials and Intellectual Property Rights; 7) Publicity; 8) Government Data Practices; 9) Data Disclosure; and 12) Governing Law, Jurisdiction and Venue.

## 2. Use of Funds

The use of funds shall be limited to that portion identified in the application materials and the attached application and by any applicable state or federal laws. Funds may not be used for gifts or novelty items (unless individually and specifically approved by the state) or for payments to vendors displaying exhibits for their profit. Funds should support the purpose and activities approved in the application. Funds must not be used to benefit state employees, or to reimbursement 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 to respond to questions.

C. Reimbursement for travel and subsistence expenses actually and necessarily incurred by grantee in performance of this project will be paid 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 & Budget (MMB). The grantee will only be reimbursed for travel and subsistence outside the state of Minnesota if it has received prior written approval for such out-of-state travel from the State. The current Commissioner's Plan can be viewed: [Access this link to obtain current maximum expense reimbursement rates or at \(http://www.mmd.admin.state.mn.us/commissionersplan.htm\)](http://www.mmd.admin.state.mn.us/commissionersplan.htm)

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

## **4. Financial and Administrative Provisions**

### *A. Allowability of Costs.*

The allowability of costs for federal funding incurred under this award shall be determined in accordance with the procedures and principles given in the federal Office of Management and Budget (OMB) circulars relocated to 2 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 legitimate meeting, conference business for approved grant activities. Budget allocations for food must be approved by MDE. Example: A working lunch might be allowable to ensure full participation by attendees and if training continues during the lunch. Funds may not be used for entertainment, alcohol purchases or gifts. Refer to the applicable federal uniform guidance for cost principle information.

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

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

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

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

### *B. Examination.*

The state or its representative or the federal administering department (when applicable) shall have the right to examine books, records, documents and other evidence and accounting procedures and practices, sufficient to

reflect properly all direct and indirect costs and the method of implementing the award. The grantee shall make available at its office and at all reasonable times before and during the period of record retention, proper facilities for such examination and audit.

### *C. State and Federal Audits.*

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

If the grantee (in federal 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.

## **5. Liability**

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

## **6. Ownership of Materials and Intellectual Property Rights**

### *A. Intellectual Property Rights*

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

## *B. 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.

## **7. 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.

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

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

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

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

## **9. Data Disclosure**

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

## **10. Worker's Compensation**

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

## **11. Antitrust**

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

## **12. Governing Law, Jurisdiction and Venue**

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



### **13. Lobbying**

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

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of organization, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal award, and the extension, continuation, renewal, amendment or modification of any federal grant.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, the applicant/grantee shall complete and submit a Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The grantee shall require that the language herein shall be included in any award documents for all subawards at all tiers (including subgrants, contracts under award, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

### **14. Debarment, Suspension, and Other Responsibility Matters**

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

A. The grantee certifies that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application or award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and,
- 4) Have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

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

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

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

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an on-going drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The grantee's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (1);
- 4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the award, the employee will:
  - (a) Abide by the terms of the statement; and,
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected award;
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
  - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (1), (2), (3), (4), (5) and (6).

## **16. Transferability**

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

## **17. Time**

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

## **18. Nondiscrimination**

The grantee will comply with nondiscrimination statutes.

- A. Grantees will follow the Civil Rights Act of 1964 and amendments thereto which prohibits discrimination on the basis of race, color, or national origin
- B. Section 504 of the Rehabilitation Act of 1973, and amendments which prohibits discrimination on the basis of disability
- C. Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of sex in education programs
- D. Age Discrimination in Employment Act of 1975 and amendments.
- E. In addition, per federal CFR 200.415, Agreement of Applicant, which states that prior to the Commissioner's issuance of any commitment or other loan approval, shall agree, by signing the application, (in a form prescribed by the Commissioner), that there shall be no discrimination against anyone who is employed in carrying out work receiving assistance pursuant to this chapter, or against an applicant for such employment, because of race, color, religion, sex, handicap, age or national origin.

## **19. Pre-Award Work and Pre-Award Costs**

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

## **20. Grantee's Grant Program Representative**

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

## **21. Delinquent State or Federal Debt**

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

## **22. Cancellation With or Without Cause**

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

## **23. Cancellation Due to Discontinued or Insufficient Funding**

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

## **24. Cancellation Due to Failure to Comply**

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

## **25. 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.

## **26. Voter Registration Services**

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

## 27. Minimizing State Funded Administrative Costs

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

## 28. 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.

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

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

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

## 30. Contracting – Nongovernmental Entities

Any grant-funded services and/or materials that are expected to cost:

- \$100,000 or more must undergo a formal notice and bidding process.
- Between \$25,000 and \$99,999 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; Minn. Stat. §§177.41 through 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 suspended or debarred in MN:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

### 31. 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 their successors in office.

### 32. 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 Official Grant Award Notification (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 Official Grant Award Notification (OGAN), other award document and relevant legislation.
- H. Grantees shall consider applicable vendors from the targeted groups, economically disadvantaged and veteran-owned vendor list. Refer to the 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

## APPLICATION NARRATIVE SECTION

Make sure you have completed the application coversheet. Then develop a narrative below within each of the required elements. Refer back to the instructions section, introduction memo for types of activities supported by this funding.

### STATEMENT OF NEED

Provide a **brief** statement responding to the following:

1. Overall need for project
2. Brief description of past or current challenges you face or continue to face in building staff capacity for licensed and unlicensed staff who provide instruction or support to students in federal instructional settings Level 4 or higher.

#### Applicant narrative response:

1) In the past two years, the grant money we have been awarded has allowed us to focus our efforts on purchasing research-based curriculum in core subject areas and training staff in implementing curriculum in classrooms with challenging student behaviors. In the last two years, we purchased English Language Arts and Mathematics curriculum for students in our Bridges (behavioral) program. We have begun to identify and purchase Science and Social Studies curriculum. The grant allowed us to purchase and train all staff in our PALS (ASD) program in a research-based functional skills curriculum. We've further been able to purchase a social/emotional/behavioral curriculum and train all program staff in the use of said curriculum. In addition, we purchased an assessment tool that we use with all students three times per year to assess in Reading and Math to assess student growth from the beginning of a school year to the end of a school year.

Our new project is focused on the reduction of negative student behavior by not only helping students improve their social/emotional/behavioral skills, but through helping staff identify how their interactions with students can escalate or de-escalate a student's behavior.

The next steps to obtaining our goals includes the following:

- Continue the acquisition of core academic curriculum designed to improve academic achievement for students with behavioral issues.
- Continue partnership with the South Central Service Cooperative as an Implementation Site for the STAR curriculum for students with Autism and cognitive impairments.
- Continue our work helping families translate Functional Behavior Assessments and corresponding Behavior Support Plans into the home environment. Consistency between school and home is key to student success in the classroom.
- Continue our work with the local colleges and universities responsible for training the future special educators.
- Most importantly, continue to improve staff development to build capacity in our educators. Given the difficulty we have in hiring appropriately licensed staff, we have to train staff in all aspects of special education: due process, classroom management, and teaching academic content only touches the surface of what we as a Cooperative need to train our staff to do every day.
- Work with the MN Trauma Project to create Trauma Responsive classrooms.

2) The number one challenge we currently face is recruiting appropriately licensed individuals to teach our students. Even when an appropriately licensed candidate can be found, the shortage of teachers leads candidates to choose teaching jobs in other settings; settings they perceive as being less stressful. This places the job of teaching students with the most significant of disabilities, from the six districts we serve, in the hands

of the least experienced teachers. We are now in a position of training our teachers how to do every aspect of the teaching profession, with the most at-risk youth.

Past grant evaluation data shows that we are making progress in improving student pro-social behavior. We continue to struggle to improve the academic success of our students. It is often difficult to identify when and how to strike the balance between a student's behavioral and academic needs. This leads to the need for increased staff development and resources. This leads to the need for further funding.

## **CAPACITY**

Provide information on your organization's capacity to administer this grant project successfully. Respond to the following:

1. Primary administrative staff who will oversee the grant project and ensure reporting and implementation is conducted.
2. Coordinate the activities and be involved in determining most appropriate type of staff development to offer to licensed and non-licensed aids working with students in federal Level 4 or higher settings.
3. Be responsible for data collection (tracking participation) in staff development and collecting feedback from participants.
4. Will you be purchasing professional development services from an outside vendor? If so, what type of professional development to you intend to purchase?
5. Why would this type of professional development be effective?

### **Applicant narrative response:**

1. Sarah Mittelstadt, Executive Director & Stephanie Schmitz, Administrative Coordinator

2. Stephanie Schmitz, Administrative Coordinator

3. Stephanie Schmitz, Administrative Coordinator

4. We will continue our work with Minnesota State University, Mankato on a consulting basis. We will continue our partnership with the South Central Service Cooperative to ensure the fidelity of the STAR program implementation. We will continue our work with Why Try Trainers (social/emotional/behavioral curriculum). We are beginning our work with the MN Trauma Project to create Trauma Responsive Classrooms.

5. It is our belief that any professional development cannot be "one and done" and be effective. By continuing to train and support staff in the same initiative, they will become more effective in the intervention and students will reap the benefits of this. Further, as we build the capacity of both licensed and support staff, we build capacity in students as well.

## **PARENT OR PARTNER COMMUNICATIONS AND ENGAGEMENT (if applicable)**

Describe your communications to external partners, parents or others with regard to your staff development initiative, if any.

### **Applicant narrative response:**

While we communicate openly and frequently with parents due to the nature of our programs, we want to foster more in depth communication that fosters the generalization of our initiatives from the school building to



the home. We will do this by inviting parents to training activities as appropriate and utilizing staff time to go into the home to create authentic intervention germane to the home environment.

Communication with our partners is ongoing to ensure fidelity of initiative implementation. Frequency of communication depends on the partner and the initiative. Communication with South Central Service Cooperative and the STAR Program initiative is at least quarterly, but more frequently if necessary.

Communication with University personnel is consultative and occurs as needed. The communication has transferred to the curriculum trainers as they are more versed in the specifics of the curriculum. Communication with the MN Trauma Project and related individuals has been monthly, but will be more frequent as specific staff development opportunities and activities are created and implemented.

## **WORK PLAN GOALS, ACTIVITIES, DATA AND ESTIMATED TIMELINES**

Describe the staff development project goals and the activities to enhance to services for federal Level IV or higher students within each goal along with expected outcomes for each goal and estimated timelines. Refer back to the funding purpose. You may use the format below or something similar.

**Goal #1: We will decrease student office referrals from the 2017-2018 level of 499 referrals for all K-12 students to no more than 449 referrals, which equates to a 10% reduction in student office referrals.**

**Activity 1 (add Activity 2 if applicable): Individual and group social skills instruction conducted by trained social skills instructors. Conduct updated in depth Functional Behavior Assessments (FBA) for students due for a Special Education evaluation within the next year. Create a Positive Behavior Support Plan (PBSP) on all students based on the results of this FBA. Complete ABC charts (Antecedent, Behavior, Consequence) on all students who are not due for a comprehensive FBA in the next year and create a corresponding PBSP based on the data collected.**

**Effort Data (how often, how much): All students will have an updated PBSP by the end of the 2018-2019 school year.**

**Fidelity Data (how well): PBSPs will be reviewed quarterly for effectiveness and revised if needed to improve student outcomes.**

**Outcome Data (did it get better): We expect that by designing interventions that respond directly to the behavior identified through an FBA or ABC chart, office referrals will be reduced.**

**Estimated Timelines: By the end of the 2019-2020 School Year**

**Goal #2: We will decrease Tier 2 behaviors by 25% for a minimum of 50% of the student population & Tier 3 behaviors by 35% for a minimum of 50% of the student population.**

**Activity: We will work with the MN Trauma Project to identify more effective staff responses to student behavioral issues. We will work to identify alternatives to removing students from the classroom for negative behavior interactions. We will work to identify staff attitudes and belief systems that lead to negative staff/student interactions that result in an escalation of student behavior.**

**Effort Data (how often, how much): Monthly staff development training. Consultation with the MN Trauma Project staff even when not engaging in direct staff development training.**

**Fidelity Data (how well): Behavior data will be reviewed quarterly to examine if the intervention is working. Data will be provided to consultant from the MN Trauma Project (without student identification) to design an intervention responsive to the data.**

Outcome Data (did it get better): **We expect that by identifying the staff attitudes and beliefs that lead to negative interactions between them and students, staff can react more effectively to negative student behavior and reduce the escalation of said behavior.**

Estimated Timelines: **By the end of the 2019-2020 School Year**

## **EVALUATION**

The state is committed to funding projects that produce a measurable result for the targeted population identified in the application. Grantees must provide interim and final financial and program reports summarizing the results from the goals and activities in the work plan and evaluation of its effectiveness. This assists the state in evaluating the effectiveness of the grants and to share what works with others.

Identify the indicators used to measure success and the effectiveness of the project. Clearly state what type of data will be collected during the grant period. Please describe the methods you will use to evaluate your project.

One exemplar is the Effort, Fidelity, Outcome model, referenced in the Work Plan Goals, Activities, Data, and Estimated Timelines section immediately above.

- Effort Data: answers questions such as how often and how much: e.g. time spent on an activity, number of training attendees, etc.
- Fidelity Data: answers questions such as how well: e.g. extent to which the training/skills etc. is implemented as intended (did we say what we said we would do?).
- Outcome Data: answers questions such as did it get better: e.g. measuring the extent to which activities, initiatives, and improvement efforts are leading to a desired result.

Qualitative data (e.g. feedback from staff, feedback from students, etc.) is another important piece for data collection, so please explain how you intend to collect qualitative data throughout the grant period.

### **Applicant narrative response:**

The effectiveness of Goal 1 will ultimately be measured through office referral data. However, to ensure that we are meeting benchmarks along the way, the following measures will be identified and taken.

- 1) How many students have an updated in-depth FBA or ABC chart that accurately indicates the current behavioral concerns effecting the student's progress in the classroom? How many students currently have PBSPs? This measurement will be taken on a quarterly basis (each time progress reports and report cards are sent home).
- 2) On a quarterly basis, is the current FBA or ABC chart & corresponding PBSP meeting the current student need? How many need to be amended to meet the student's need? Were the documents amended?
- 3) Office referral data will be analyzed quarterly to see if we are on target to meet our goal.

The effectiveness of Goal 2 will ultimately be measured through the Tier Behavior data by student. However, to ensure that we are meeting benchmarks along the way, the following measured will be identified and taken.

- 1) A training calendar for staff will be created. Sign in sheets or an attendance list will be kept to show staff attended.
- 2) Staff surveys will be taken after each training. The survey will focus not just on how the staff felt about the training, but what resources the staff feel they need in order to address student behavior in the classroom.
- 3) Behavior data will be analyzed on a quarterly basis to see if we are on target to meet our goal.

## BUDGET NARRATIVE JUSTIFICATION WORKSHEET

The Excel budget is attached and must be completed and submitted as part of the signed application. The worksheet should be completed based on the anticipated grant period and award amount and reflect a necessary and reasonable expenditure plan that aligns with the activities. **Keep in mind the limit on food purchases.**

## REMINDER

Once your application has been reviewed and approved, you must wait until you receive the signed Official Grant Award Notification (OGAN), and/or other award documentation, **before** providing any services and before incurring any expenditures. You may need to provide clarification to the budget or work plan before execution of the grant award or provide documentation to accommodate MDE's risk assessment or transparency reporting. **Any expenses incurred prior to the full execution of the OGAN are not reimbursable and are the responsibility of the applicant/grantee.** Once approved, you will be provided financial reporting forms and other information from the grant specialist and program person.

Submit the application to MDE in as a PDF along with the Excel formatted budget to [mde.compgrants@state.mn.us](mailto:mde.compgrants@state.mn.us) by **November 9, 2018**.

Contact Rachel Centinario at [Rachel.centinario@state.mn.us](mailto:Rachel.centinario@state.mn.us) or (651) 582-8276 with program questions.