

**VI. Application SECTION**

**A. COVER SHEET**

**AlTERNATIVE DELIVERY OF SPECIALIZED INSTRUCTIONAL SERVICES (ADSIS) – State Fiscal Year 2014 and 2015**

**Finance Codes 740/799/335 Program Code 422 – State Aid**

Please indicate the type of application you are submitting by checking one box only.

 **GROUP 1 – New applicant**

 **GROUP 2 – Received funding in 2012-2013 for the first time**

 ** GROUP 3 – Received funding in both 2011-2012 and 2012-2013**

**Starting Date for 2013-2014: July 1, 2013 Ending Date of Two Year: June 30, 2015**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **ORGANIZATION INFORMATION** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **District/Charter Legal Name: Barnum Public Schools** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **MDE Organization Site Number: 0091-01** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Minnesota SWIFT VENDOR ID: 0000193785** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Total Expenditure Budget Requested for State Fiscal Year 2014: $124,211.00*****NOTE:*** *The maximum amount of special education regular aid and special education excess cost aid attributable to ADSIS may not exceed $500,000 per district. Approved applicants will need to submit an approvable budget for state fiscal year 2015 when directed by MDE.*  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **ADSIS Program Name:** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **School/Site Name (s)****(add more rows as necessary)** | **School Name and Number** | **Identified as a Focus or Priority****School** | **Title I** **Targeted Assistance** | **Title I****School-wide**  |  |  |  |  |  |  |  |  |  |  |  |
|  | **Barnum Elementary School ISD 91** | FocusPriority | YES NO |  YES NO |  |  |  |  |  |  |  |  |  |  |  |
|  |  | FocusPriority |  YES NO |  YES NO |  |  |  |  |  |  |  |  |  |  |  |
|  |  | FocusPriority |  YES NO |  YES NO |  |  |  |  |  |  |  |  |  |  |  |
|  |  | FocusPriority |  YES NO |  YES NO |  |  |  |  |  |  |  |  |  |  |  |
|  |  | FocusPriority |  YES NO |  YES NO |  |  |  |  |  |  |  |  |  |  |  |
| **Grade Levels to be Served by ADSIS (check all that apply)** | **K** | **X** | **1** | **X** | **2** | **X** | **3** | **X** | **4** | **X** | **5** | **X** | **6** | **X** |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | **7** |  | **8** |  | **9** |  | **10** |  | **11** |  | **12** |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Direct Service Focus**(check all that apply) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  **Reading \_X\_** |  **Mathematics\_\_X** | **Behavior\_X\_** |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Identified official with Legal authority To SIGN (SUPERINTENDENT or CHARTER SCHOOL DIRECTOR) With Contact Information** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Name** | **Mr. David Bottem** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Title** | **Superintendent** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Address** | **3675 County Road 140 Barnum, MN 55707-5707** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Phone Number**  | **(218) 389 – 6978**  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Email** | **dbottem@barnum.k12.mn.us** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **DIRECTOR OF SPECIAL EDUCATION** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Name** | Cathy tryggestad |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Address** | **302 14th StreetCloquet, MN 55720** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Phone Number**  | **(218) 879-1283** **ctryggestad@nlsec.k12.mn.us** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Email** | **ctryggestad@nlsec.k12.mn.us** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **KEY ADSIS CONTACT INFORMATION***The ADSIS contact should be the designated person to receive and provide information about the ADSIS services between MDE and the district.* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Name** | Tom cawcutt |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Title** | Principal |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Address** | 3813 North st Barnum, MN 55707 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Phone Number**  | (218) 389-6976 tcawcutt@barnum.k12.mn.us |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Email** | tcawcutt@barnum.k12.mn.us |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **BUSINESS /ACCTG. MANAGER CONTACT INFORMATION** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Name** | **Dawn Hultgren** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Phone Number**  | **(218) 389-6978**  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Email** | **dhultgren@barnum.k12.mn.us** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **The ADSIS Leadership and Implementation Team** The district must form an ADSIS Leadership and Implementation Team with broad membership to coordinate, align and oversee implementation of ADSIS services. The district may set up this team as a subgroup of an existing committee or team. At a minimum, the team must include the director of special education, superintendent or assistant superintendent, key ADSIS contact (listed on the application), general education teacher, Title I coordinator (if applicable) and special education teacher. It is recommended that membership should also include a community member, content specialists and a parent of a student served in ADSIS. The team must meet at least 3 times during the year to review ADSIS services and progress.  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **NAME** | **RoLE** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Tom Cawcutt** | **Principal – Title i coordinator** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **David Bottem** | **Superintendent** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Cathy Tryggestad** | **Director of Special Education** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Ann-Marie Vossler** | **ADSIS teacher** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Nanci Paulseth** | TITLE I TEACHER |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **JILL BEXELL** | SPECIAL EDUCATION TEACHER |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **COLLEEN MYHRE** | PARAPROFESSIONAL AND PARENT |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**REMINDER: Your application is not considered successfully submitted until it is uploaded and signed. Due date for signed applications: April 25, 2013, Midnight, Central Time.**

Remember to complete all required documents a) Word application coversheet and assurances (retain it in the Word version when submitting) b) Excel application c) Excel budget spreadsheet and narrative.

The ADSIS Excel application and Excel budget workbook should not be placed in this coversheet document. It should be uploaded as one separate supplemental Excel workbook.

**B. Assurances**

The applicant (which refers to the applicant’s status after it has been approved for funding) by signing the application submitted to the state, agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations, public policies, assurances and provisions as stated and required in the regulations and policies governing the funding and herein in the performance of this award. The signature applied carries through to all revised application and supplemental documents attached to the application site or submitted to MDE.

**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 exhibit costs. Funds may not be used to pay for or support other projects that are not identified in this application. Funds may not be used for the benefit of state employees, which includes, but is not limited to, reimbursement for any of their expenditures, including travel expenses, 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 applicant funded, in the conduct of activities under this award, shall submit such reports as may be required by written instructions of the state within the times required by it. The state shall withhold funding if reporting requirements are not met in a complete, accurate and timely manner.

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

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

**3. Equipment**

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

**4. Financial and Administrative Provisions**

A. ALLOWABILITY OF COSTS. For federal funds, allowability of costs 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, including, but not limited to, OMB A87, A-122 and A-21. For all funds, no claim for materials purchased in excess of budget categories or services not specifically provided for in this award by the applicant funded 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 funded applicant hosting a meeting or conference may not use funds to pay for food for attendees unless it is necessary and reasonable to accomplish legitimate meeting or conference business. However, budget allocations for food must be approved by MDE. Example: A working lunch might be allowable to ensure full participation by attendees and speeches and training continues during the lunch.

1. RECORDS. The applicant funded 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. They shall use generally accepted accounting principles. They 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 funded applicant and relate to this funding, 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 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 applicant funded agrees to cooperate in any examination and audit under the provisions of this paragraph.
4. EXAMINATION AND AUDIT OF ACCOUNTS AND RECORDS. 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 applicant funded 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.
5. STATE AND FEDERAL AUDITS. The books, records, documents and accounting procedures and practices of the applicant funded shall be subject to examination by the state or federal auditors, as authorized by law. Minnesota Statutes, section 16C.05, subdivision 5, requires the state audit clause be in effect for a minimum of six years. Federal audits shall be governed by requirements of federal regulations.
6. If the grantee, (in federal OMB Circular language known as “subrecipient”) receives federal assistance from the state of Minnesota, it will comply with the Single Audit Act of 1984 as amended and OMB circular A-133, “Audits of States, Local Governments and Non-Profit Organizations” for audits of fiscal years beginning after June 30, 1996; or,
7. The grantee will provide copies of the single audit reporting package (as defined in A-133 section 320(c)), financial statement audits, management letters and corrective action plans to the state, the Office of the State Auditor, Single Audit Division or Federal Audit Clearinghouse, in accordance with OMB A-133.

**5. Liability**

The funded applicant 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 the applicant funded 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**

1. 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 applicant funded 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 applicant funded assigns all right, title and interest it may have in the works and the documents to the state. The applicant funded, at the request of the state, shall execute all papers and perform all other acts necessary to transfer or record the state’s ownership interest in the works and documents.

B.Obligations:

1. 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 funded applicant, including its employees and subcontractors, in the performance of the award, the funded applicant 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.
2. Representation: The applicant funded 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 applicant funded 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 funded applicant will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the state, at the funded applicant’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. They 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 funded applicnt’s or the state’s opinion is likely to arise, the funded applicant must at the state’s discretion, either procure for the state the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the state will be in addition and not exclusive of other remedies provided by law.

**7. PUBLICITY**

Any publicity given to the program, publications or services provided resulting from the award, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared for the applicant funded or its employees individually or jointly with others or any subawardees, shall identify the state as the sponsoring agency and identify the source of funding. The publicity described may only be released with the prior approval of the state’s authorized representative. The applicant/awardee must not claim that the state or the federal Department of Education endorses its products or services. See the sample statement below for citing the funding source:

*State funding for Alternative Delivery of Specialized Instructional Services under Minnesota Statute 125A.50, is available for part (or all) of this project.*

 **8. GOVERNMENT DATA PRACTICES**

The applicant funded 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 funded applicant 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 funded applicant or the state.

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

**9. DATA DISCLOSURE**

 Under Minnesota Statutes, section 270C.65, and other applicable laws, the applicant funded 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

 identification 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. WORKERS’ COMPENSATION**

The funded applicant certifies that it is in compliance with Minnesota Statutes, section 176.181, subdivision 2, pertaining to workers’ compensation insurance coverage. The applicant’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**

The funded applicanthereby 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 34 CFR Part 82, for organizations granted an award over $150,000, as defined at 34 CFR Part 82, Sections 82.100, 82.105 and 82.110, the applicant 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 award.
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 award, the applicant shall complete and submit a Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The applicant funded 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.

**14. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant funded 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 34 CFR Part 84, Subpart B, for recipients other than individuals, as defined at 34 CFR Part B, Sections 84.200, 854.205, 84.210, 84.215, 84.220, 84.225 and 84.230 –

A. The applicant 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 applicant’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 applicant funded 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 applicant funded remains solely responsible to the state for providing the products and services described.

**17. Time**

The applicant funded must comply with all the time requirements described in the application and award. In the performance of this award, time is of the essence.

1. **OTHER PROVISIONS be it understood:**
	1. The signature certifies that as an applicant/awardee your organization shall/will in the performance of the funded project comply with all applicable federal, state and local laws, ordinances, rules and regulations, public policies and the provisions stated in all applicable assurance(s). As applicable to the applicant funded, this includes the Civil Rights Act of 1964 and amendments thereto, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act and the Age Discrimination Act.
	2. The applicant funded understands that no work should begin and no pre-award costs would be covered under this award until **all** required signatures have been obtained and the applicant funded has received notification of approved funding and is notified to begin work by the state’s ADSIS authorized representative or their designee. If an exception to this is determined necessary by MDE, the applicant funded would be informed in writing or email by the state’s ADSIS authorized representative or designee.
	3. 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 these funds shall not exceed one Full Time Equivalent (FTE) except

 in certain situations. The applicant funded may allow staff to work on approved extended day

 assignments such as after school programs, special education services or other projects, if necessary, or

 allowable under funding. The applicant funded must be prepared to disclose all required supporting

 documentation for salaries paid for their employees.

* 1. As an applicant, you are not delinquent on the repayment of any federal debt or if delinquent you have made arrangements for repayment of debt.
	2. The applicant’s ADSIS Contact Representative will be named on the award information. If the ADSIS Contact Representative changes at any time during the award period, the ADSIS applicant funded must immediately notify the state.
	3. The state's ADSIS authorized representative, or his/her successor, named on the award information, has the responsibility to monitor the applicant’s performance and has the authority to accept the services provided under the grant award opportunity.
	4. Any amendment to an award must be in writing as directed by MDE and will not be effective until it has been executed and approved by the same parties who executed and approved the original award award, or their successors in office.
	5. An award may be cancelled by the state or applicant funded at any time, with or without cause, upon thirty (30) days’ written notice to the other party. In the event of such a cancellation, the applicant funded shall be entitled to payment, determined on a pro rata basis, for work or services performed to the state’s satisfaction. It is expressly understood and agreed that in the event the reimbursement to the state from Federal sources or appropriations by the Minnesota Legislature are not obtained and continued at an aggregate level sufficient to allow for the ADSIS services to continue operating, the funding shall immediately be terminated upon written notice by the state to the funded applicant In the event of such termination, the applicant funded shall be entitled to payment determined on a pro-rata basis, for services performed and liabilities already accrued prior to such termination.
	6. The state may cancel an award 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.
	7. When a funded project includes the production of a report or other publication and this publication may be posted on the MDE Website, that document must adhere to all MDE Communication’s policies, available upon request from the Communication’s Division.
	8. The applicant funded assures that if the award involves federal funding the reimbursement of expenditures is in compliance with all provisions, relevant provisions of the Cash Management Improvement Act of 1990 (Public Law 101-453) as amended by the CMIA of 1992 (Public Law 102-589), codified at 31 U.S.C. 6501 and 31 U.S.C. 6503; Office of Management and Budget (OMB) Circulars A-87, Cost Principles for State, Local and Tribal Government; A-133 the Compliance Supplement; Education Department General Administrative Regulations, 34 CFR Parts 74, 75, 76, 77, 79, 80, 81, 82, 84, 86, 97, 98, 99; or other applicable code of federal regulations applicable to this federal reimbursement request.
	9. Each grantee or subgrantee awarded funds made available under the federal Recovery Act shall promptly refer to an appropriate inspector general any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Call 1/800-MISUSED or OIG.HOTLINE@ed.gov.
	10. Grantee if a political subdivision of the state and funded with federal dollars, will assure that CFR Title 34, Section 74.16, Resource Conservation and Recovery Act will be considered in all procurement transactions.
	11. 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.
	12. In accordance with the Minnesota Office of Grants Management Policy 08-01, the applicant funded 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.
	13. Grantee and their subrecipients of federal grant funds will adopt the requirements in the Code of

Federal Regulations at, CFR 175.15 (b) pertaining to Trafficking in Persons.  These requirements are

incorporated into this grant award. A grant may be terminated for any violation of these provisions by the grantee, its employees or its subrecipients.

* 1. 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).
	2. If the initiative is federally funded with an award from the federal Office of Education, grantees must follow the federal regulations under 34 CFR as applicable and the applicable federal Office of Management and Budget Circulars as applicable to their entity.
	3. The grantee shall comply with any and all provisions of the Family Educational Rights and Privacy Act of 1974, (FERPA).
	4. The school district/charter school funded will meets it’s obligation to provide special instruction and services to children with a disability according to Minnesota Statutes § 125A.03 to 125A.25 and 125A.65 (Minnesota Statute. § 125A.50, subdivision 4).
	5. The school district/charter school must submit to the Commissioner of Education a report containing the information described in Minnesota Statute § 125A.50, subdivision 3 (Minnesota Statute § 125A.50, subdivision 5). Applicants failing to submit a complete report violate Minnesota Statute § 125A.50, subdivisions 3 and 5, and will not be approved for subsequent years.
	6. A student who is eligible for services under Minnesota Statutes § 125A.03 to 125A.24 and 125.65 is entitled to procedural protections under 20 United States Code § 33, in any matter that affects the identification, evaluation, placement or change in placement of a student.
	7. The applicant must ensure the protection of a student’s civil rights, provide equal education opportunities and prohibit discrimination (Minnesota Statute § 125A.50, subdivision 6).
	8. Districts must comply with applicable monitoring, training, meeting and evaluation requirements.
	9. The applicant must include procedures to document that federal special education funds are used to supplement or increase the level of special education instruction or related services, provided with state and local revenue, but in no case supplant that revenue or affect the school district/charter school maintenance of effort.
1. Maintenance of effort calculation does not include the following:
	* 1. Funding Source Code C Alternative Delivery of Specialized Instructional Services Regular Year
		2. Funding Source Code N Alternative Delivery of Specialized Instructional Services Extended Year
		3. Any lines in error on EDRS
	1. Staff performing duties in the ADSIS program must hold appropriate licensure and meet the appropriate requirements to be highly qualified in the content area they are teaching, consistent with Minnesota Statute § 122A.16, 34 CFR § 300.18 and 34 CFR § 200.56. Staff must be appropriately licensed to provide supplemental district services to students eligible for ADSIS services. Copies of the licensure should be maintained by the district for purposes of program and fiscal monitoring by MDE.
	2. **Agreement to Comply with assurances**

In regard to potential funding of an award, the following clauses are stated in their entirety in the application section titled Assurances. For the purpose of these assurances, said clauses are referenced only by their clause number and heading hereafter in this Agreement to Comply with Assurances.

The applicant/awardee must comply with all applicable federal, state and local laws, ordinances, rules and regulations, public policies and provisions stated therein and herein in the performance of the award should funds be awarded.  Applicants certify they are not debarred or suspended by signing this application.

|  |  |
| --- | --- |
| **1. Survival of Terms** | **10. worker’s compensation** |
| **2. use of funds** | **11. antitrust** |
| **3. equipment** | **12. governing law, jurisdiction and venue** |
| **4. financial and administrative** **provisions** | **13. lobbying** |
| **5. liability** | **14. debarment, suspension and other responsibility matters** |
| **6. ownership of materials and intellectual property rights** | **15. drug-free workplace (awardees other than individuals)** |
| **7. publicity** | **16. transferability** |
| **8. government data practices** | **17. time** |
| **9. data disclosure** | **18. other provisions** |

**Regarding clauses 13-15:**

These provisions are required.   Applicants shall refer to the regulations cited to determine the certification to which they are required to attest.  Applicants should also review the instructions for certification included in the regulations before completing this application.  Signature of the application provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," 34 CFR Part 84, Government-wide Requirements for Drug-Free Workplace (Grants) and 34 CFR Part 85 Government-wide Debarment and Suspension (Non-procurement) and the certifications shall be treated as a material representation of fact upon which reliance will be placed when the Minnesota Department of Education determines the award.

The title of this application is: **Alternative Delivery of Specialized Instructional Services**

When signing the application, the applicant certifies they have read the application and supplemental documents and revised supplemental documents and shall comply with all the assurances, terms and conditions, local, state statutes, federal regulations and local policies, as applicable to their organization.

**C. APPLICATION COMPONENTS**

The required application section worksheets are contained in the excel workbook. Follow the specific instructions provided in the instructions section of the application. The application coversheet and assurances are in

Word and will need to be completed and submitted back to MDE in the Word version into the SERVS application site.

**D. BUDGET SPREADSHEET AND NARRATIVE** (in excel workbook)

Complete the budget spreadsheet and narrative excel worksheet in the excel workbook. No need to complete the service hour spreadsheet or evaluation documents at this time.

**Due date for submission and signature: April 25, 2013, Midnight, Central Time.**

Email mde.servsfinancial@state.mn.us if you need assistance obtaining SERVS authorization roles for submission and signature. You may also call 651-582-8500 for assistance. Your question will be forwarded to the most appropriate person that can assist you. Leave a message if you call after business hours.