
Application Printout

eGrant Management System

Printed Copy of Application

Applicant: 0022 Detroit Lakes Public School District

Application: 2025-2026 ABE FINs 322 and 438 Data - 00 - ABE FINs 322 and 438 Data
2025-2026 7/1/2025 - 6/30/2026

Cycle: Original Application

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Adult Basic Education (ABE) Grant Opportunity

Due Date: Monday, June 2, 2025, 3 p.m. Central Time

Purpose: The Minnesota Department of Education (MDE) makes this funding available, in accordance with the federal Workforce Innovation and Opportunity Act (WIOA) for the purpose of providing adults with educational opportunities to acquire and improve the literacy skills necessary to become self-sufficient and to participate effectively as productive workers, family members and citizens.

Eligibility Criteria: Any organization that has demonstrated effectiveness in providing adult education and literacy activities for eligible individuals (as defined in CFR 463.24) seeking federal and/or state Adult Basic Education (ABE) funding, which may include:

1. a local educational agency;
2. a community-based organization or faith-based organization;
3. a volunteer literacy organization;
4. an institution of higher education;
5. a public or private nonprofit agency;
6. a library;
7. a public housing authority;
8. a nonprofit institution that is not described above and has the ability to provide adult education and literacy activities to eligible individuals;
9. a consortium or coalition of the agencies, organizations, institutions, libraries, or authorities described above;
10. a partnership between an employer and an entity described above; and,
11. any other entity that has demonstrated effectiveness in serving eligible individuals.

Funding Available: Estimated state funding (FIN 322) is \$52,000,000 to fund multiple organizations, allocated via formula that equates to an estimated \$8.00 per prior years contact hour plus additional funding for Census Count, Limited English Proficient count and Census No-Diploma count. Estimated federal funding (FIN 438) is \$5,000,000 to fund multiple organizations, allocated via formula that equates to an estimated \$0.75 per prior years contact hour plus additional funding for technology aid.

Grant Period: This is a multiyear grant, lasting the authorization period of the federal Workforce Innovation and Opportunity Act of 2014 (WIOA). All providers will be subject to the same grant cycle. The current term of the grant period is anticipated to be from July 1, 2025, through June 30, 2026. The grant is renewable annually pending availability of funding and compliance with state statute, federal law, and grant expectations.

State's Right to Cancel: This grant opportunity does not obligate the state to award a contract or complete the project, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest due to lack of funding, agency priorities or other considerations. All costs incurred in responding to this grant opportunity will be borne by the applicant.

Technical Assistance: The Minnesota Department of Education is offering technical assistance for any potential applicants via webinars, reference documents and additional assistance.

Informational Webinar: MDE will host a webinar on Wednesday, May 7, 2025, from 1 to 2:30 p.m. Central Time to answer questions from potential applicants. Please [register for the webinar](#).

Contact Jodi Versaw at jodi.versaw@state.mn.us with additional questions or technical assistance needs.

Tech Contact: For questions related to the grant application system, MEGS, contact the MEGS helpdesk at MEGS.MDE@state.mn.us

Adult Basic Education (ABE) State Funding Details

State ABE aid is expected to be available for approved ABE consortia under Minnesota Statute 124D.51. The amount of State ABE aid available statewide is estimated to be the same or greater than State Fiscal Year 2025 (July 1, 2024 June 30, 2025). The amount of funding per consortium is established under a four-component formula in law.

Funding components of the State ABE formula are:

Base Population Aid: \$1.73 per school district resident using the current community education census. The remaining three components of the formula are calculated as a percentage of the remaining appropriation after the Base Population Aid is subtracted from the total state ABE aid available:

Prior Year Contact Hour Revenue: 84 percent of the remainder (estimated to be \$8.00 per contact hour)

Prior Year K-12 Limited English Proficient (LEP) Student Revenue: 8 percent of the remainder (about \$47 per K-12 LEP student)

Over 25 No Diploma Residents Revenue: 8 percent of the remainder (about \$9.00 per resident that is over 25 and has no high school diploma U.S. Census)

The exact proportions of these components are not known until all State Fiscal Year 2025 (SFY 2025) participation data (contact hours) are aggregated and the exact state ABE appropriation from the 2025 legislature is known.

In order to receive the Base Population Aid noted above, school districts must be formal members of an approved ABE consortium. All of Minnesotas approximately 340 school districts are assigned to an ABE consortium. There were 39 ABE consortia funded statewide during SFY 2025. For administrative efficiency, all state ABE aid is paid directly to the single fiscal agent of a consortium. An ABE consortium may not have more than one fiscal agent.

Fiscal agents are held responsible for all financial dealings of the consortium.

The accurate counting, documenting, and reporting of enrollee contact hours are required. Approved ABE programs are expected to understand and comply with the definitions of contact hours that are provided in policy. Failure to count hours correctly will put the consortiums entire state and federal ABE aid allocation at risk. Fiscal audits and contact hour audits are a part of the ABE law. A state-initiated ABE fiscal audit process will include contact hour review, eligible enrollee criteria review and a review of the ABE expenditures.

Federal Funding Details

Federal funding is available through the Workforce Innovation and Opportunity Act (WIOA) of 2014. The estimated amount of federal funding for July 1, 2025, through June 30, 2026 (FY 2025-26), is approximately \$5 million.

Under the Minnesota State Plan for Adult Basic Education, a funding formula based on prior year contact hours will be used to determine federal ABE allocations. For FY 2025-26, approved programs will be funded based on their proportional share of estimated or actual student hours delivered to all eligible enrollees for federally- approved activities.

For Fiscal Year 2025-26, three components of federal aid will be awarded to approved providers:

Regular Federal Aid: based upon the program's proportion of eligible prior year learner hours. Hours reported for HSE (GED and HiSET) testing and for Conditional Work Referrals are not included in the prior year count for federal aid. Federal aid is expected to be about \$0.75 per prior year student contact hour. The Minnesota Department of Education will contact and work with new providers to help develop a count of contact hours based on proposed programming and target student population for funding purposes.

Technology Aid: The state expects that accountability is an ongoing responsibility of an approved provider. Expenses related to student testing, data management, and reporting should be planned for and budgeted by every program. To supplement this required effort, an amount of federal aid will be determined for each approved provider based upon prior year enrollment. The Minnesota Department of Education will contact and work with new providers to help develop an enrollment count based on proposed programming and target student population for funding purposes. If this supplemental aid represents an amount in excess of what the approved provider expends for accountability, the program may apply any overage to other ABE related expenses. Technology aid is calculated per approved provider in three components: 1) Data management: \$1,000 minimum or \$5.65 x prior year enrollment, whichever is greater; 2) testing/assessment: \$1.75 x prior year enrollment; and 3) online learning: \$5.50 x prior year enrollment. These figures are an estimate based on prior year funding and will vary.

Low Incidence Disability Aid: The federal ABE formula provides additional supplemental revenue to consortia serving students with low incidence disabilities. Eight percent of ABE federal aid is set aside for this purpose with funds distributed proportionately based on contact hours of students with low- incidence disabilities. Current estimate based on prior year funding is \$21.00 per contact hour.

The accurate counting, documenting and reporting of learner contact hours are required. Approved ABE programs are expected to understand and comply with the definitions of contact hours that are provided. Failure to count hours correctly will put the approved providers entire Federal ABE aid allocation at risk. Fiscal audits and contact hour audits are a part of the ABE law. A state-initiated ABE fiscal audit process will include contact hour review, eligible learner criteria review and a review of the ABE expenditures.

EXPECTATIONS OF GRANTEES

Grantees will not expend more than five percent of federal ABE funding to administer a grant or contract under Title II of WIOA. In cases where five percent is too restrictive to allow for administrative activities, the eligible agency may increase the amount that can be spent on local administration. In such cases, the eligible provider must negotiate with the Minnesota Department of Education to determine an adequate level of funds to be used for non- instructional purposes. Local administrative activities considered for federal funding may include planning, administration and accountability, professional development, providing adult education and literacy services in alignment with local workforce plans (including co-enrollment in programs and activities with Title I, as appropriate), and carrying out the one-stop partner responsibilities (including contributing to infrastructure costs of the one-stop system, as appropriate), in accordance with federal regulations (463.26).

Grantees that are school districts will use the Uniform Financial Accounting and Reporting Standards (UFARS) and any other financial reporting forms provided by the department.

Grantees are capable of administering a grant successfully and professionally.

Grantees follow all state and federal grant regulations and policies.

Grantees keep a ledger and all documents that support your budgets line-item expenses, in case we request it.

Grantees have a conflict-of-interest policy and adhere to it during the grant period.

RESOURCES FOR APPLICANTS

UFARS Reporting

Minnesota school districts and charter schools must report their expenditures under the guidelines in the [Uniform Financial Accounting and Reporting System](#).

Capital Assets

[Read the Capital Assets Guide](#)

For Federally Funded Grants

Please refer to [Uniform Guidance Code of Federal Regulations \(2 CFR 200\)](#) for grant guidance, crosswalks and cost principles for state, local, and Indian Tribes institutions of higher education and nonprofit organizations.

Indirect Rates for Minnesota Public Schools and Education Cooperatives

[Information on school district and local education agency \(LEA\) current fiscal year federal indirect cost rates](#)

State Travel Plan

[Commissioners Travel Reimbursement Plan](#)

State Grant Management Policies

[The Minnesota Office of Grant Management Policies](#)

APPLICATION SCREENING AND REVIEW

Phase 1: Screening

Applications that meet the following criteria will be forwarded for further consideration and review.

1. Applicant organization meets eligibility criteria.
2. Application includes a narrative and completed tables.

Phase 2: Application Components Reviewed

Applications will be reviewed and allocation determinations made by MDEs ABE team following the due date.

Phase 3: Notification to Applicants

Applicants will be notified of award decision.

Phase 4: Grantees enter budget for FIN 438 in MEGS

We anticipate the budget will be available in August in MEGS.

Contact Information

- ☒ Select to pull information from Agency's Central Data application
☐ Select to enter Contact Information because Agency does not have a Central Data application

The purpose of the greyed-out fields is to display contact information only. Any changes to the information below must be made in the Central Data application.

Administrative Offices:

Address 1	702 Lake Ave				
Address 2					
City	Detroit Lakes	State	MN	Zip+4	56501-3026
Phone	(218) 847-9271				
UEI	HT8TF96UP8L4	SWIFT Vendor ID:	0000193766	Location Code:	001

Superintendent/Charter Director/Executive Director:

Last Name	Jenson	First Name	Mark
Phone	(218) 847-9271	Email	markjenson@detlakes.k12.mn.us

Business Manager:

Last Name	Kuehn	First Name	Jason
Phone	(218) 847-9271	Email	jkuehn@detlakes.k12.mn.us

Adult Education Program Contact:

Last Name	Hellekson			First Name	Jennifer
Phone	218	844	5760	Email	jhellekson@detlakes.k12.mn.us

APPLICATION NARRATIVE

Congressional District of Grantee Organization (using address of primary location):

Minnesota County the Grantee Resides In:

Are you a nonprofit organization reporting as a 501(c)(3) organization?

☐ Yes ☒ No

Grant Funding Selection

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

- ☐ This entity is applying for federal ABE funding for fiscal year 2026 (FY 2026) and was approved to receive federal ABE Funding in March 2022.
- ☒ This entity is applying for state ABE funding for fiscal year 2026 (FY 2026).

Program Status

Select the ONE condition below that best describes your state fiscal year 2026 (SFY 26) FIN 438/322 Grant Application:

1. Continuing ABE Consortium: This consortium was approved and funded for SFY 2025 and is seeking continuation for SFY 2026. There are no changes in school district membership or fiscal agency for SFY 2026.
2. Realigned or Restructured ABE Consortium: This consortium was approved and funded for SFY 2025 and is seeking continuation for SFY 2026 or this consortium will separate from its SFY 2025 ABE fiscal agent and is seeking approval for SFY 2026 as a separate consortium. There are some changes in school district membership or fiscal agency for SFY 2026.
3. New Consortium: This consortium is seeking approval as a new ABE consortium.

Table A (May 1, 2024 - April 30, 2025)

Total Enrollment & Contact Hours

Enter the number of enrollees and their total contact hours.

NOTES: The grand total number of contact hours reported in Column C will determine the grantee's contact hours for state Adult Basic Education aid.

The subtotal of lines 1 - 12 on Column C, will determine the grantee's contact hours for federal aid.

Low-Incidence Disability enrollees and hours should be entered only for students whose status has been approved through the PANDA/MDE process.

Educational Functioning Level at Entry A	Number of Enrollees (any # of hrs) B	Total Contact Hours for Enrollees C
1. ABE 1	12	537.75
2. ABE 2	60	1,503.25
3. ABE 3	78	1,741.50
4. ABE 4	70	1,720.25
5. ABE 5	12	139.75
6. ABE 6	6	98.25
7. ESL 1	22	656.50
8. ESL 2	45	796.50
9. ESL 3	29	723.75
10. ESL 4	36	1,862.00
11. ESL 5	14	447.25
12. ESL 6	1	81.00
Subtotal	385.00	10,307.75
13. No Level Assigned (not tested)	124	530.75
14. Conditional Work Referral		
15. Official HSE (GED and HiSET) Testing Hours		168.00
Subtotal	124.00	698.75
GRAND TOTAL	509.00	11,006.50

16. Low-Incidence Disability		
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Table 7 (July 1, 2024 - June 30, 2025)

Adult Education Personnel by Function and Job Status

Enter all personnel by function and job status.

For reporting Local-level Administrative/Supervisory/Ancillary Services, Counselors, and Paraprofessionals:

Enter an unduplicated count of personnel by function and job status. Count the number of positions, not the number of staff who filled them.

In Column B, count one time only each part-time position of the program administered under AEFLA who is being paid out of Federal, State, and/or local education funds.

In Column C, count one time only each full-time position of the program administered under AEFLA who is being paid out of Federal, State, and/or local education funds.

In Column D, report the number of volunteer positions (personnel who are not paid) who served in the program administered under AEFLA.

For reporting Local Teachers:

Count and report the number of teachers, not the number of positions. For example, if one local part-time teaching position was filled with 3 teachers throughout program year, count and report 3 local part-time teachers.

Report adult education experience and certification for paid teachers only, not volunteers. The total number of teachers for which experience is reported must equal the total number of teachers reported in Columns B and C.

For certification, report all certifications a teacher has. Multiple responses are allowed. Report teachers who lack certification in the 'No Certification' category.

	Adult Education	Personnel	
Function (A)	Total Number of Part-time Personnel (B)	Total Number of Full-time Personnel (C)	Unpaid Volunteers (D)
Local-level Administrative/Supervisory/Ancillary Services		1	
Local Counselors		1	
Local Paraprofessionals	2		12
<i>Please Note the Teacher count is a cumulative HEAD COUNT</i>			
Local Teachers	5	2	1
Teachers' Years of Experience in Adult Education			
Less than one year			
One to three years	1		
More than three years	4	2	
Teacher Certification			
No certification			
Adult Education Certification		1	
K-12 Certification	5	1	

Special Education Certification			1	
TESOL Certification				

Table 14 (July 1, 2024 - June 30, 2025)

Local Providers by Funding Source

Enter the type of fiscal agent entity, number of each type of additional provider receiving state and federal ABE funds, number of each type of IELCE grantee, and the amount of state and federal (including IELCE) ABE funding received.

Provider Agency (A)	Fiscal Agency Entity (B)	Number of Additional Providers (C)	Number of IELCE Grantees (D)	Federal Funding (including IELCE) Amount (E)	Federal Funding (including IELCE) % of Total (F)	State Funding Amount (G)	State Funding % of Total (H)
Local Education Agencies (school districts)	1			\$ 22,558.31	100 %	\$ 283,411.31	100 %
Public or Private Nonprofit Agencies							
Community-based Organizations				\$	0 %	\$	0 %
Faith-based Organizations				\$	0 %	\$	0 %
Libraries				\$	0 %	\$	0 %
Institutions of Higher Education							
Community or Technical Colleges				\$	0 %	\$	0 %
Four-year Colleges or Universities				\$	0 %	\$	0 %
Other Institutions of Higher Education				\$	0 %	\$	0 %
Other Agencies							
Correctional Institutions				\$	0 %	\$	0 %
Other Institutions (non-correctional)				\$	0 %	\$	0 %
Tribal Government or Organization				\$	0 %	\$	0 %
All other Agencies				\$	0 %	\$	0 %
Totals	1	0	0	\$ 22,558.31	100.00 %	\$ 283,411.31	100.00 %
Provider Total for Consortium	1						

Table B - ABE Providers 1-5 (Program Year 2025-2026)

Consortium Providers, Sites and Other Members

Enter all consortium member organizations/districts that are ABE PROVIDERS* and the regular programming sites they staff and operate. Indicate which sites are NON-PUBLIC.**

NOTE: list any sites anticipated to have ABE programming within the 25-26 program year (July 2025 - June 2026).

* ABE PROVIDERS are districts, CBOs or other entities that use ABE funds to hire at least one ABE instructor.

**** NON-PUBLIC SITES** are places where ABE services are delivered only to a specific group of people, such as employees of that company or people incarcerated at that facility. ****PUBLIC sites** are places where ABE services are delivered to any eligible adult who wishes to attend.

[illegible]

Total Number of Providers

1

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Table B - ABE Providers 6-10 (Program Year 2025-2026)

This page does not need to be filled out since your number of ABE Providers is less than 5.

Table B - ABE Providers 11-15 (Program Year 2025-2026)

This page does not need to be filled out since your number of ABE Providers is less than 10.

Table B - Other Members (Program Year 2025-2026)

Enter all other member organizations/districts that are not ABE PROVIDERS*.

District/Organization Name	District number (if applicable)
Pelican Rapids Public School	548
Perham-Dent Public School	549
Frazee-Vergas Public School	23
New York Mills Public School	553
Lake Park-Audubon Public School	2889
Rothsay Public School	850
Ulen-Hitterdal Public School	914
Ada-Borup-West Public School	2910
Noman County East Public School	2215
Becker County Jail	
Waukon Dairy	
KLN, Inc	
Brunswick LLC	

Assurances

- ☒ By selecting this option, the applicant hereby certifies that they have read, understood and will comply with the assurances listed, as applicable to the program(s) for which funding is requested. The applicant agrees to comply with the approved application and all federal, state and local laws, ordinances, rules and regulations, public policies herein and all others as applicable. These assurances are binding for applicants that are accepting funding under this program.

Assurances

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

1. Survival of Terms

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

2. Use of Funds

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

- A. The grantee, in the conduct of activities under this award, shall submit such reports as may be required by written instructions of the State within the times required by it. The State reserves the right to withhold funding if reporting requirements are not met. The grantee must promptly return to the State any unexpended funds not accounted for in the financial report due to the State at grant closeout.
- B. The grantee shall present reports to the Commissioner of the Department of Education or the States Authorized Representative. At the Commissioner's discretion, these reports may be presented at departmental, legislative, other state agency or public meetings where the grantee shall be available to explain the project and respond to questions. 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 Commissioners Plan, promulgated by the Commissioner of Minnesota Management and Budget (MMB). The grantee will only be reimbursed for travel and subsistence outside Minnesota if it has received prior written approval for such out-of-state travel from the state. The current [Commissioner's Plan](#) can be viewed to obtain current maximum expense reimbursement rates. Exceptions to these travel rates are those that may be negotiated with the University of Minnesota.
- C.

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 located in [2 Code of Federal Regulations \(CFR\), Part 200](#) and/or as in the approved budget and/or specific legislation.

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

A grantee hosting a meeting or conference may not use federal grant funds to pay for food for attendees unless it is necessary and reasonable to accomplish a legitimate meeting, conference business for approved grant activities. Budget allocations for food must be approved by the Minnesota Department of Education (MDE). Example: A working lunch might be

allowable to ensure full participation by attendees and if training continues during the lunch. Funds may not be used for entertainment, alcohol purchases or gifts. Refer to the applicable federal uniform guidance for cost principle information.

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

B. Records

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

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

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

C. Examination

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

D. State and Federal Audits

Under [Minnesota Statutes 2022, section 16B.98, subdivision 8](#) the grantees 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 States 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 States 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 States 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 grantees 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 grantees or the States opinion is likely to arise, the grantee, must at the States 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 states 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 2022, section 13.08](#) apply to the release of the data referred to in this paragraph by either the grantee or the state.

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

[Minnesota Statutes 2022, section 13.055](#), applies to all government entities in Minnesota, not just state agencies. This applies to all school districts and charter schools. Government entities must notify individual data subjects when nonpublic data about them has been the subject of a breach of security of the data.

9. Data Disclosure

Under [Minnesota Statutes 2022, section 270C.65](#), and other applicable laws, the grantee consents to disclosure of its SWIFT Supplier ID Number (formally known as SWIFT Vendor ID), Social Security number, Unique Entity Identifier (UEI) 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 2022, section 176.181, subdivision 2](#), pertaining to workers compensation insurance coverage. The grantees 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 states 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:

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

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

14. Debarment, Suspension, and Other Responsibility Matters

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

The grantee certifies that it and its principals:

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR, Part 200, the grantee certifies that it will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantees 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;

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;
5. 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;
6. 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 and inform the grantor of any potential long term delays or changes affecting those timelines.

18. Nondiscrimination

The grantee will comply with nondiscrimination statutes.

1. Grantees will follow the Civil Rights Act of 1964, and amendments thereto which prohibits discrimination on the basis of race, color, or national origin.
 2. Section 504 of the Rehabilitation Act of 1973, and amendments which prohibits discrimination on the basis of disability.
 3. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs.
 4. Age Discrimination in Employment Act of 1975 and amendments.
- In addition, per federal CFR 200.415, Agreement of Applicant, which states that prior to the Commissioners 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.
5. [Minnesota Statutes 2022, Chapter 363A. Human Rights.](#)

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 states 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 states program authorized representative or designee.

20. Grantee's Grant Program Representative

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

27. Minimizing State Funded Administrative Costs

Under [Minnesota Statutes 2022, section 16B.98](#), Grants Management Process, a grant from an appropriation of state funds, the recipient of the grant must agree to minimize administrative costs.

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 2022, section 471.345](#), grantees that are municipalities as defined in subdivision 1, must follow service contracting and bidding requirements as stated, including prevailing wage rules for construction work of \$25,000 or more. Support documentation for the procurement processes must be retained.

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

30. Contracting Nongovernmental Entities

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

\$175,000 or more must undergo a formal notice and bidding process.

Between \$25,000 and \$174,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

Between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

For grant-funded projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minnesota Statutes 2022, section 177.41 through section 177.44](#). The bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

[State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#).

Metropolitan Councils Targeted Vendor list: [Minnesota Unified Certification Program](#).

Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#).

The grantee must maintain:

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

Support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

The grantee must not contract with vendors who are on the [Suspended/Debarred Vendor Report](#).

Domestic preferences for procurements

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

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 assurances, or their successors in office.

32. Evidence-Based Education Grant Report

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

33. 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 communications policies, available upon request from the Communication Division.
- b. The grantee shall cooperate with the state when enforcing applicable Minnesota Office of Grants Management policies and statutes.
- c. Grantees funded with federal funding must follow CFR 200.308, Revision of Budget and Program, or as approved in the OGAN or other award documentation.
- d. Grantees and subcontractors receiving grants exceeding \$100,000 must comply with all applicable standards, orders, or requirements under section 306 of the Clean Air Act, section 508 of the Clean Water Act and Environmental Protection Agency regulations (40 CFR, part 15).
- e. The grantee must promptly return to the state any unexpended funds that have not been accounted for in a financial report to the state due at grant closeout.
- f. The grantee shall comply with any and all provisions of the Family Educational Rights to Privacy Act of 1974 (FERPA).
- g. Grantees will submit reports and comply with the terms as outlined in the Official Grant Award Notification (OGAN), other award document and relevant legislation.
- h. Grantees will submit reports and comply with the terms as outlined in the Official Grant Award Notification.

34. Federal Provisions

- a. The grantee assures that if the award involves federal funding, the reimbursement of expenditures is in compliance with all program provisions, relevant provisions of the Cash Management Improvement Act (CMIA) of 1990 (Public Law 101-453), as amended by the CMIA of 1992 (Public Law 102-589), codified at 31 U.S.C. 6501 and 31 U.S.C. 6503; all current Office of Management and Budget circulars and cost principles, with the current Federal Education Department General Uniform Administrative Regulations, Part 200 or other applicable code of federal regulations applicable to this federal reimbursement request.
- b. Grantee, if a political subdivision of the State and funded with federal dollars, will consider the federal Resource Conservation and Recovery Act of 1976, in all procurement transactions. The objectives of the Resource Conservation and Recovery Act (RCRA) are to protect human health and the environment from the potential hazards of waste disposal, to conserve energy and natural resources, to reduce the amount of waste generated, and to ensure that wastes are managed in an environmentally sound manner.
- c. Federal grant recipients, subrecipients and their grant personnel, are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009
- d. Grantees funded with federal funding must follow CFR 200.308, Revision of Budget and Program, or as approved in the Official Grant Award Notification (OGAN) or other award documentation.
- e. Non-federal entities with federal grants must implement internal control processes as referenced in CFR 200.61 and 200.62.
- f. Non-federal entities with federal grants will take reasonable measures to safeguard protected personally identifiable information as well as any information that the federal awarding agency or pass-through designates as sensitive. Refer to federal regulation 200.303, Protected Personally Identifiable Information, means as individuals first name or first initial and last name in combination with any one or more types of information such as social security number, credit card numbers, place of birth.
- g. The non-federal entity using federal funding when contracting must take all necessary affirmative steps to assure that minority businesses, womens business enterprises and labor surplus area firms are used when possible. Refer to 2, CFR 200.321 for more information.
- h. Grantee and their subrecipients of federal grant funds will adopt the requirements in the Code of Federal Regulations at 2, CFR 175.15 (b) pertaining to Trafficking in Persons. These requirements are incorporated into this grant award. A grant may be terminated for any violation of these provisions by the grantee, its employees or its subrecipients.
- i. The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 200.338 Remedies for noncompliance, including suspension and debarment.
- j. If the initiative is federally funded with an award from the federal Office of Education, grantees must follow all other applicable uniform guidance under 2 CFR, Part 200 as applicable.
- k. The grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State due at grant closeout.
- l. The grantee shall comply with any and all provisions of the Family Educational Rights to Privacy Act of 1974 (FERPA).
- m. Grantees will provide information to MDE, upon request and in a timely fashion to accommodate MDEs reporting under the Federal Funding Accountability and Transparency Act. Prior to an award, propose grantees must provide, upon request, any documentation necessary for MDE to conduct their risk assessment.
- n. For grants funded by the U.S. Department of Education, any deliverable or work product created may subject to [2 CFR 3474.20](https://oese.ed.gov/files/2022/06/Open-Licensing-Requirement-Quick-Guide.pdf). For additional details see: <https://oese.ed.gov/files/2022/06/Open-Licensing-Requirement-Quick-Guide.pdf>

35. Programmatic Assurances

- a. The grantee will not use state or federal ABE aid to subsidize the costs of programming for ineligible students, including those enrolled in K-12 services or those under the age of compulsory secondary education attendance. In addition, federal Adult Education grant funding cannot be used to subsidize the costs of programming for those not needing ABE services as identified by the Workforce Innovation and Opportunity Act (WIOA).
- b. The grantee has vested control and administration of ABE funds provided under this application in the applicant agency and its designated fiscal agent, and will use those funds solely for ABE purposes under the authorizing legislation (Minnesota Statute 124D.52); See language in section 124D.52, subd. 1. (d) regarding purposes.
- c. All teachers employed by a public school district will hold a valid Minnesota teacher's license, except English as a Second Language (ESL) teachers employed by a public school district, who must hold a teacher's license or have a postsecondary degree in English as a Second Language, applied linguistics or bilingual education (or MDE-approved equivalent). (Minnesota State Statute 122A.26)
- d. The grantee will comply with the MDE-ABE Contact Hour Policy document which establishes allowable procedures and definitions regarding the counting and reporting of student contact hours.
- e. The grantee will develop and implement a Memorandum of Understanding (MOU) with the local workforce development one-stop center.

- f. The grantee will maintain a written consortium agreement between the consortium fiscal agent, and all members within a consortium, including members that are ABE providers and those that are not. The consortium agreement will be updated annually. The consortium agreement will be submitted to MDE periodically as part of the 5-year narrative (state ABE funding reauthorization process), and at any other time on request.
- g. The grantee will contract for data management and reporting services (the Minnesota ABE database SiD) and use that data system to maintain accurate data as required under state statute, federal law and MNABE policy and guidance, according to specified timelines. The grantee will ensure that all staff who use SiD participate in appropriate training in order to stay current on requirements and best practices.
- h. The grantee will ensure that the Adult Education/ABE office at MDE has accurate and up-to-date email addresses for all currently employed staff.
- i. The grantee will comply with guidance on accurately naming and identifying classes and programming sites within the Minnesota ABE database SiD in order to provide accurate information for the Adult Literacy Hotline and CareerForce.
- j. The ABE manager or their designee will attend each of the following events:
 - Fall ABE Managers Meeting;
 - Annual ABE Grant Application Workshop;
 - Narrative Writers Workshop once every five years, and;
 - June ABE Program Narrative Reauthorization Application Review once every five years (e.g., must participate in the June 2025 review of SFY 2025 applications if submitting a narrative in 2026).
- IF REQUIRED: Program Improvement workshop and associated program improvement events, such as site visit
- k. The grantee will collaborate with one-stop delivery system, to develop an appropriate and proportionate amount of administrative funds available under the Workforce Innovation and Opportunity Act (WIOA) to maintain the one-stop system, including the payment of the infrastructure costs for the one-stop centers, in accordance with the methods agreed upon by the local board and described in the memorandum of understanding or the determination of the Governor regarding one-stop infrastructure funding.
- l. The grantee will 1) help ensure that the local workforce development board(s) have ABE representatives in the area(s) it serves, and 2) communicate and collaborate regularly with the board(s) and its ABE representative(s).
- m. The grantee agrees that in expending funds made available under Title II of WIOA, the eligible agency will comply with sections 8301 through 8303 of the Buy American Act (41 U.S.C. 8301-8303).
- n. Grantee will label ABE program promotional materials as A proud partner of the American Job Center network.
- o. The grantee will expend all revenue generated by student tuition and fees within the fiscal year it was received.
- p. The grantee and all ABE providers within the consortium will comply with all requirements in federal law and state statute, all policies, rules and regulations promulgated by the federal Office of Career, Technical and Adult Education (OCTAE) and/or the Minnesota Department of Education (MDE) Adult Basic Education (ABE) office.

The assurances were fully agreed to on this date: 5/23/2025

These assurances have been agreed to by: Mark Jenson

FFATA Information

[Instructions](#)

This information is required in order for us to meet our reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA).

- ☐ Yes ☒ No In your organizations preceding fiscal year, did the organization receive 80% or more of its annual gross revenues in U S federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and \$25,000,000 or more in annual gross revenues from U S federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

Submit

The application has been submitted for review.

Assurances	5/23/2025
Consistency Check was run on:	5/23/2025
LEA District Data Entry	
Bookkeeper	
LEA/ORG Administrator submitted the application to MDE on:	5/23/2025
Final Review	

This page is not applicable to the Original Application

Application History (Read Only)

Status Change	User Id	Action Date
Submitted to MDE	Mark Jenson (MarkJenson)	05-23-2025 8:28 AM
Consistency Check	Mark Jenson (MarkJenson)	05-23-2025 8:28 AM
Original Application Created	Jason Kuehn (jkuehn23)	05-07-2025 1:59 PM

Communications Log

Filter Begin Date

mm/dd/yyyy

Filter End Date

mm/dd/yyyy

APPLY FILTER

Date Sent	Subject	
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Selectable Application Print

The application has been submitted. No more updates will be saved for the application.

Requested Prints will be processed every hour, starting at 6:01AM and ending at 9:01PM, everyday of the week. Requests entered before the next print run will be included when that up coming run is executed (Example: A print requested a 2:48 PM will be processed with the run at 3:01 PM. Another request submitted at 3:02 PM will not be processed until the next run at 4:01 PM). Once completed, a link to a PDF will display on the Right Side of the page under Completed Printed Jobs. Applicants may save this PDF to their local computer, and print as desired.

Please click the "Request Print" button once only. Each press of the button will send an additional request to the system.

Completed Print Request links will remain on this page for 7 days. After that time, the document will be removed. If you would like to retain a copy beyond 7 days, please save the PDF to your local computer.

Request Print Job
<input type="checkbox"/> ABE - FINs 322 and 438 Data
REQUEST PRINT
Requested Print Jobs
Requested by Jennifer Hellekson on 5/23/2025 9:49:19 AM
Completed Print Jobs
Completed - Jennifer Hellekson on 5/20/2025 2:01:45 PM