

**Competitive Application**  
**GOAL 2A – 2C Capacity**  
**LIBRARY SERVICES AND TECHNOLOGY ACT FEDERAL (LSTA) GRANT**  
**FEDERAL FISCAL YEAR 2009**

Submit one electronic copy in WORD Format and one fully signed and dated original to:  
 Original copy to include a fully signed original with all necessary signatures must be postmarked by midnight on March 13, 2009, to be eligible.

Jym Wroblewski/LSTA Coordinator/ Grant Administrator  
 State Library Services– D34  
 1500 Highway 36 West  
 Roseville MN 55113-4266  
 PH: 651-582-8805  
 FAX: 651-582-8752

**Minnesota LSTA FFY2009 (:Goal 2A Competitive Grant Application)** Follow the exact form, contents, and pagination provided by the State Library.

**A. Administrative Information:** [The state library uses items A: 1-7 for federal reporting. Be specific, direct and concise.]The below-named applicant hereby applies for a LSTA project grant as established as a priority under the Minnesota Five Year Plan, 2008-2012, for the use of LSTA:

**1. Applicant institution name and address:**

MINITEX Library Information Network, 15 Andersen Library, 222-21<sup>st</sup> Ave. S., Minneapolis, MN 55455-0439.  
 (Bill DeJohn, Director; Mary Parker, Associate Director)

Minnesota Tax I.D. no. 8029894 Federal Employer I.D. no. 41-6007513

**2. Name, title, telephone number and e-mail address of Library Director, grant administrator/grant coordinator if different and Grant partner(s):**

**a. Library Director:**

Bill DeJohn, Director, MINITEX Library Information Network, 15 Andersen Library, 222-21<sup>st</sup> Ave. S., Minneapolis, MN 55455-0439.

**b. Grant Administrator/Coordinator:**

Mary Parker, Associate Director, MINITEX – 1-800-462-5348 – m-park1@umn.edu; **Project director:** Keith Ewing, Learning Resources & Technology Services, St. Cloud State University – 320-308-4824 – [kewing@stcloudstate.edu](mailto:kewing@stcloudstate.edu)

**Grant Partner(s):**

Learning Resources & Technology Services at St. Cloud State University, University of Minnesota Libraries, Minnesota Historical Society, College of St. Benedict/St. John’s University, Minnesota State University, Mankato, Minnesota State Colleges and Universities – Office of the Chancellor, Iron Range Research Center, Winona State University, St. Paul Public Library, Nicollet County Historical Society

**3a. Project Title:** Minnesota Digital Library – Digitization and Development

**3b. Federal Funds Requested:** \$135,000 **3c. Electronic Payment Address:** 03438600121

</potw/servlet/PaymentInfo\_11.jsp?vendLoc=21&VendorNa=MINN+UNIV+OF+MPLS+++++++M>

**4. End Users:** Estimated number of people to be served 500,000 (10% of MN population)

**5. Identify targeted geographic location to be served; include city, county(s) or statewide:**

Statewide

**6. Federal Congressional District(s) within area to be served by project:**

List by Congressional number: ALL

**7. Minnesota’s LSTA Plan, 2008-2012:** Please check off the goal and program that best fit your proposal.  
 Goal 2B- Statewide Initiative: Program 3

Applicant: MINITEX Library Information Network

**8. Relevance to LSTA Goal & Program Activity:** (Only use space available-**READ directions**)

The work of the Minnesota Digital Library Coalition supports Need 2: Capacity Building, Goal 2B – Statewide Initiatives.

The Minnesota Digital Library Coalition will continue its work to provide to the citizens of Minnesota access to the state's unique resources by encouraging and assisting libraries, museums, historical societies and other repositories with digitizing and documenting their unique collections and storing this information in the Minnesota Digital Library. (As of February 2009, our digital collection, "Minnesota Reflections," contained more than 32,000 objects. This compares to the approximately 21,000 objects in the collection a year ago. An additional 13,000 objects are currently in the process of digitization and ingest to our database.) MDL research and development projects also address statewide needs, such as developing a centralized search mechanism to provide people with a one-stop place to search digital collections under development across the state. The Minnesota Digital Library Coalition continues to work collaboratively with state and regional organizations to identify and attempt to fulfill user and contributor expectations, and to ensure visibility, access, and integration of the Minnesota Digital Library collections and services with other library services and resources. MINITEX, a statewide and regional service, expects to continue in-kind and cash match support in FFY 2009. The Minnesota Digital Library Coalition and MINITEX will be receiving funding from the cultural heritage sales tax, passed in November.

**9. Project Purpose: READ directions!**

For FFY2009, the Minnesota Digital Library will work to scale up and make more sustainable the computer infrastructure that supports Minnesota Reflections as it continues to work with organizations to digitize their collections.

Our goals are:

1. **Digitization:** Continue working with organizations across the state to digitize document, map and photographic collections and make them available to the public in our Minnesota Reflections database. We will also digitize between three to five audio projects. We anticipate digitizing more than 7,000 objects from more than 30 organizations.
2. **Computer Infrastructure:** Upgrade the MDL's CONTENTdm license to level 3 – Unlimited. By the end of Phase 5 in June 2009, we anticipate having more than 47,000 objects in Minnesota Reflections. We will exceed the 50,000 maximum of our current license early in Phase 6 digitization work. **(NOTE: We are shifting in May 2009 from having our own instance of CONTENTdm on servers at the University of Minnesota to contracting with OCLC to host our collection. This will allow us to receive more service from OCLC than we can afford when maintaining a stand-alone license, services such as improved security, monitoring, back-up, sustainability and portability of control for the collection, and use statistics.)**

The representatives of the organizations participating in the Minnesota Digital Library Coalition have renewed their commitments to the goals of this statewide initiative and have agreed to continue to work collaboratively to develop the Minnesota Digital Library as a resource for the people and organizations of Minnesota.

We continue our commitment to serving the K-12 and higher education students of Minnesota through outreach to teachers, educators, librarians and support staff. Through a Minnesota Learning Commons grant awarded March 5, 2009, we will train more than 30 teachers and/or media specialists from Minnesota's schools in Pachyderm, an open-source, multi-media authoring tool ideal for educators to use to create Flash-based learning objects. At the same time, we will develop online training in Pachyderm to allow teachers and media specialists. Working through the Minnesota Learning Commons and in collaboration with the University of

Minnesota, we will make online learning objects and online content packages available to students across the state.

Overall, with LSTA funding of the MDLC and its projects, the people of Minnesota continue to benefit by having access to an increasingly deep and varied collection of the state's historical, cultural and informational resources. Students benefit from having primary resources to form, support, and further their research and learning, and their teachers have access to resources to help teach the students the lessons they need for their learning. The general public of Minnesota benefits from the breadth of resources by being able to connect to their pasts, their families' pasts and the past of the land known as Minnesota. The organizations that work through the Minnesota Digital Library to digitize their collections benefit not only from having in their possession digital copies of many of their resources, but also, and perhaps more importantly, from the exposure provided by being in Minnesota Reflections. Many participants report significant increases in attention to their organizations from people around the world as a result of their participation. This broad public awareness is one of the key benefits to LSTA support for the Minnesota Digital Library.

Applicant: \_\_\_\_\_ MINITEX Library Information Network\_\_\_\_\_

#### **10. Project Activities/Methods: READ directions!**

The Minnesota Digital Library Coalition uses a coordinated approach to pursuing projects. Our Outreach Coordinator is primarily responsible for bringing in new digitization projects, working with current participants and encouraging new participants. She coordinates and implements the plans and projects for all MDLC initiatives. She arranges contracts with consultants, establishes advisory committees for each project, and oversees the projects as they develop. She coordinates work with MINITEX staff and the staffs at the University of Minnesota Libraries, St. Cloud State University and other MDLC member organizations to undertake these projects.

For this grant projects, the Minnesota Digital Library is seeking funding for two activities – continued digitization work and ongoing infrastructure and software licensing support.

##### **Activities: Goal 1 – Digitization**

1. Digitize approximately 3,000 images, 1,500 maps (including plat book pages), 2,250 document pages.
2. Digitize three to five audio projects. In FFY2008, we conducted a successful prototype audio digitization project with the Northeast Minnesota Historical Center. In FFY2009, we will expand on this project.
3. Transcribe handwritten documents. Funding this service allows us to bring handwritten letters, journals, and other documents into our collection and make them fully searchable. It has proven a valuable incentive for organizations to work with the Minnesota Digital Library.
4. Expand opportunities for already digitized collections to be included in Minnesota Reflections. Organizations are beginning to express interest in making their digital collections available to the public through Minnesota Reflections and we are working to accommodate this interest. (Note: increasing our CONTENTdm license to unlimited will allow us greater opportunity here.)
5. Continue work to disseminate MDL digitization and metadata standards and to encourage their use by organizations across the state, principally through the development of online training.

##### **Activities: Goal 2 – Computer Infrastructure**

1. Purchase an unlimited license for CONTENTdm from OCLC. For an initial and one-time cost of \$30,000, with an annual maintenance agreement (AMA) of \$8,900 in following years, we will purchase a license that will allow the MDLC to increase the size of its collection as demand requires, rather than as licensing allows. We will approach the 50,000 object limit of our current license by June 30, 2009. Digitization work in the FFY2009 grant cycle will put us over the 50,000 license maximum on our current license by October or November of 2009. Upgrading our license will allow for continued growth of Minnesota Reflections.

**NOTE:** This will also build upon our move in the spring of 2009 to an OCLC-hosted instance of CONTENTdm

2. Provide long-term primary and back-up storage space for the MDL's digital master files through the University of Minnesota Libraries information technology services. Through this UofM service, the Minnesota Digital Library Coalition will maintain responsibility for the safekeeping of the master images for all objects we digitize, while working with OCLC to provide access to this collection through a more cost effective and sustainable method.

##### **Update on Minnesota Reflections**

The Minnesota Digital Library is now in Phase 5 of the development of Minnesota Reflections, its database of digital copies of primary historical resources from across the state. As of February 2009, we had 17,662 unique titles in Minnesota Reflections, which includes more than 32,000 unique digital objects. By the

end of Phase 6 in June 2010, we will add approximately 17,000 unique digital objects to the database.

In FFY 2008-09, we successfully conducted a prototype project to digitize sound recordings. Working with the Northeast Minnesota Historical Center at the University of Minnesota – Duluth, we digitized 16 oral history tapes on the fishing industry on Minnesota’s North Shore. For 2009-2010, we will expand the number of audio recordings in Minnesota Reflections. We will work with select organizations that have been long-time participants in the MDLC project.

The Minnesota Digital Library Coalition tracks use of Minnesota Reflections through a statistics page developed and maintained by the University of Minnesota Libraries technology staff. We began tracking use statistics on August 10, 2005. We are able to track unique visitors, number of visits, number of pages viewed, hits to objects in Reflections, and bandwidth used, among other information. We gather information for statistical purposes only; searches and page views are not recorded in a way that they can be associated with specific individuals or IP addresses.

**Table 1** shows the overall use of Minnesota Reflections

<b>Final month of ...</b>	<b>Unique visitors</b>	<b>Number of visits</b>	<b>Pages visited</b>	<b>Hits</b>
<b>December 2005</b>	1,382	2,258	26,595	251,790
<b>December 2006</b>	2,955	4,319	74,546	356,102
<b>December 2007</b>	8,893	18,059	180,410	851,740
<b>December 2008</b>	7,978	17,534	153,615	901,515

**Table 2** shows the growth of the Nicollet County Historical Society collection, as an example, and the growth in page views for the each calendar year, though the new items were added to our database at varying times during each year. Nicollet is contributing yet another project of photos and plat books during Phase 5. Their director, Ben Leonard, serves on the MDLC Steering Committee. (Similar statistics are available for each organization that contributes to Minnesota Reflections.)

<b>Nicollet County Historical Society</b>		
<b>Project year</b>	<b>Items in collection</b>	<b>Total page visits at end of year</b>
<b>2005</b> (Phase 1)	416	13,770
<b>2006</b> (Phase 2)	671	105,152
<b>2007</b> (Phase 3)	786	214,501
<b>2008</b> (Phase 4)	1003	942,143

**Table 3** shows the top 10 collections for 2008 by page view and collection size

	<b>Collection Size</b>	<b>Pages viewed</b>
<b>Minnesota Streetcar Museum</b>	803	2,513,157
<b>Northeast Minnesota Historical Center</b>	1,885	2,024,107
<b>Iron Range Research Center</b>	1,137	1,496,387
<b>Big Stone County Historical Society</b>	700	1,484,233
<b>Blue Earth County Historical Society</b>	860	1,375,984
<b>Hennepin County Library</b>	573	1,242,738
<b>Hennepin County Medical Center History Museum</b>	245	994,738
<b>Nicolet County Historical Society</b>	1,003	942,143
<b>Jewish Historical Society of the Upper Midwest</b>	503	682,335
<b>Northfield Historical Society</b>	324	625,247

Applicant: \_\_\_\_\_ MINITEX Library Information Network\_\_\_\_\_

**11. Project Outputs:**

- 3,000 newly digitized images.
- 1,500 newly digitized maps.
- 2,250 newly digitized documents, including transcriptions for handwritten.
- 3-5 newly digitized audio projects.
- A plan for developing additional digital library services.

**12. Project Outcomes:**

- More digital resources available for use by the people of Minnesota, the nation and the world.
- Increased participation by organizations across the state in the development of Minnesota Reflections.
- Increased awareness among students of these valuable primary resources.
- Increased access to digital collections developing across the state.
- Increased awareness of and knowledge of digitization and metadata standards and best practices in organizations across the state.
- Continued availability of existing Minnesota Digital Library resources.

**13. Other Results:**

Increased visibility of the Minnesota Digital Library through:

- More organizations with collections in Minnesota Reflections.
- More organizations participating in Minnesota Digital Library initiatives
- More teachers who use Minnesota Digital Library resources in their classrooms.
- Presentations at statewide conferences and at regional and local libraries and historical societies.
- Increased publicity efforts.
- Increased integration of the Minnesota Digital Library into MINITEX services.

Applicant: \_\_\_\_\_ MINITEX Library Information Network\_\_\_\_\_

**14. Budget: (a. Narrative, b. Summary)**

**a. Budget Narrative: (Insert an additional page if needed)**

**A. Personnel: staff costs are in-kind or match only.**

The members of the Minnesota Digital Library Coalition donate their time for meetings and project work. MINITEX also contributes work by staff members for such tasks as meeting arrangements, budget and financial support, and other project administration tasks. The time and benefits for this service by these individuals is represented by an in-kind contribution.

**In-kind – \$50,838**

**B. Telecommunications:**

St. Cloud State University provides the cost of the telephone and computing services needed for project director and outreach coordinator work.

**In-kind – \$1,000**

**C. Telecommunications Equipment:**

**D. Automation Hardware:**

SCSU continues to provide server support for the Minnesota Digital Library Web page. MINITEX provides server support for the Social Side of Reflections project and for the Pachyderm projects.

**Cash Match – \$5,060**

**In-kind – \$2,800**

**E. Automation Software:**

MDL requests LSTA funding to upgrade our CONTENTdm license to the Unlimited category: \$30,000. We also request funding support for one year of hosted service by OCLC for the Minnesota Reflections database: \$3,600. We request LSTA funding to upgrade our Google Mini search appliance to allow for the expansion to 200,000 documents of the Minnesota Finder search project: \$3,000.

**LSTA – \$36,600**

**F. Staff Development:**

**G. Supplies:**

The MDL requests the cost of the basic supplies for digitizing historic objects: CDs and DVDs to provide contributing organizations with copies of the master digital images; small computer resources as needed, and support for photocopying, delivery charges and postage. MINITEX and SCSU will provide in-kind match for miscellaneous office needs.

**Cash Match – \$3,000**

**In-kind – \$500**

**H. Library Materials:**

**I. Online Resources:**

**J. Library Equipment and Furniture:**

**K. Contractual:**

**Infrastructure support** – The University of Minnesota Libraries will continue to provide infrastructure support for the Minnesota Digital Library in FFY2009. Their costs include:

- Primary storage and off-site backup storage for MDL master files and data – \$4,800
- Interface maintenance and modification for Minnesota Reflections – \$2,500
- Data ingest for collections added to Minnesota Reflections – \$9,000

MINITEX will also provide support for the server for the Social Side of Reflections project – \$2,040

**LSTA – \$13,400**

**Cash Match – \$4,940**

**Digitization Project support** – The Minnesota Digital Library Coalition will continue to provide digitization services to organizations across Minnesota. FFY2009 project plans include digitizing

- 1,500 maps – \$22,500
- 3,250 images (including sound files) – \$22,500
- 2,250 document pages – \$28,125
- In addition, the MDLC will provide financial assistance to create necessary transcriptions of hand-written documents at an average rate of \$10/page – \$10,000.

**LSTA – \$85,000**

**L. Other:** (specify)

**Support for MDLC committee and advisory board work** – MINITEX will support for meetings of the MDL committees and office space and resources for the Outreach Coordinator when she works from the Andersen Library

**In-kind – \$7,000**

**Support for the 2007 Minnesota Digital Library Annual Meeting** – in-kind from registration fees

**Cash Match – \$2,500**

**Publicity** – includes bookmarks and other publicity materials. MINITEX will pay for these costs.

**In-Kind – \$3,500**

**TOTALS**

**LSTA – \$135,000**

**Cash Match – \$15,500**

**In-kind – \$65,638**

## GRANT CONTRACT BUDGET

<b>DIVISION NAME</b> State Library Services:	<b>ED-061638-12</b>
	4/05

GRANTEE/FISCAL AGENT NAME Minitex Library Information Network

PROJECT NAME: Minnesota Digital Library – Digitization and Development

OBJECT CODE	BUDGET COST CATEGORIES AND DESCRIPTION	MDE AMOUNT OF LSTA FUNDS REQUESTED	LOCAL CASH MATCH	LOCAL IN-KIND MATCH	PROJECT TOTAL
100	SALARIES AND WAGES			38,233	38,233
200	FRINGE BENEFITS			12,605	12,605
300	PURCHASED SERVICES				
	CONSULTANT SERVICES	98,400	4,940		103,340
	TELECOMMUNICATIONS SERVICES			1,000	1,000
	TELECOMMUNICATIONS EQUIPMENT				
	PRINTING & DUPLICATING		400	500	900
	POSTAGE AND PARCEL SERVICES		100		100
	AUTOMATION SOFTWARE	36,600			36,600
	AUTOMATION HARDWARE		5,060	2,800	7,860
	STAFF DEVELOPMENT				
	STAFF TRAVEL - INSTATE				
	STAFF TRAVEL- OUT OF STATE				
	WORKSHOP & CONFERENCES ( PARTICIPANTS MEALS, LODGING & TRAVEL AND MEETING ROOMS & AV EQUIPMENT RENTAL)				
	OPERATING LEASES OR RENTALS				
	PURCHASE SERVICES - OTHER				
400	SUPPLIES AND MATERIALS				
	SUPPLIES		2,500		2,500
	LIBRARY MATERIALS				
	ONLINE RESOURCES				
	LIBRARY EQUIPMENT & FURNITURE				
800	OTHER EXPENDITURES (LIST)				
	Meetings, annual meeting, publicity		2,500	10,500	13,000
	TOTAL DIRECT COSTS	\$ -	\$ -	\$ -	\$ -
	NO	INDIRECT ALLOWED UNDER FEDERAL LSTA PROGRAM	NA		NA
			No Indirect		\$ -
					\$ -
	PROJECT TOTALS	\$ 135,000	\$ 15,500	\$ 65,638	\$ 216,138

Applicant: MINITEX Library Information Network

### **15. Project Continuation**

Members of the Minnesota Digital Library Coalition are committed to the long-term success of the Minnesota Digital Library. In light of our growing understanding of the importance that the Minnesota Digital Library is taking on in the state, the MDLC Advisory Board members will provide institutional support for this project to ensure its continuation and the fulfillment of the MDL vision. These organizations donate the time of their employees to participate in meetings, provide advice on project management and direction, undertake research and development for new initiatives, and support the general development of the MDL. This commitment will continue through the FFY2009 project

Contributors to Minnesota Reflections express interest in seeing the Minnesota Digital Library continue and thrive. With greater frequency, organizations that have been contributing to Minnesota Reflections on a regular basis have begun promoting the MDL to their museum and historical society colleagues. Interest is also growing among organizations that contributed early but have not contributed much since their first project; some have taken up the vision of digitizing their collections and, perhaps more importantly, sharing those collections with the public. The director of one contributing organization even volunteered to be the MDL representative to the steve.museum project, dedicating her time to travel to San Francisco to participate on behalf of the MDL in this IMLS-grant-funded project of the New Media Consortium. This involvement by organizations that have benefitted from working with the Minnesota Digital Library is increasing the productivity of our digitization work and our reputation across the state.

Another example of the growing interest in Minnesota Reflections is the dramatic increase in 2008 of organizations that provided links to our database. A quick review of our statistics site showed that in 2007, 16 organizations registered with our counters as external sources having direct links to Minnesota Reflections, but in 2008, our statistics revealed that 52 organizations, including nine K-12 schools or districts and 10 library organizations, had direct links to Minnesota Reflections.

The Minnesota Digital Library is now included in the MINITEX operational budget which provides the following support: 28 percent of the Outreach Coordinator's salary, 20 percent of Keith Ewing's time on the project and administrative costs for SCSU to provide the Outreach Coordinator's position, and ongoing maintenance of some hardware and software. MINITEX also supports the project by increasingly providing staff support to MDL projects, such as the administration of the Google Mini device for our search project, support of the server that houses our comment feature on Minnesota Reflections, and staff to develop online training.

### **16. Evaluation:** See Directions

The Minnesota Digital Library Coalition will assess outcomes by:

- Regularly reporting on digitization and grant activities by the responsible committee members.
- Monitoring, recording and reporting on MDL use statistics
- Querying participating organizations to assess the level of value they are finding in the Minnesota Digital Library.

#### Bi-monthly

- Reports and assessment of progress made to Advisory Board and Management Team by project leadership, including the outreach coordinator, digitization site coordinators, and other committee representatives.
- Reports on the use of Minnesota Reflection and other MDL content services.

#### Every four months

- Evaluation and assessment reports to the MDL Advisory Board on computer infrastructure and its needs.
- Budget reports on timely spending of grant funds.
- Reports from project director on progress toward achieving project outputs and outcomes.

Semiannually

- Mid-term evaluation to LSTA on grant project.

Annually

- Survey people attending the MDLC annual meeting and incorporate findings into planning and project development.
- Final report to LSTA on grant project

**17. Attachments:** See Directions

MDLC Project Timeline – LSTA FFY2009

MDLC Assessment/Evaluation Timeline – FFY2009

**Minnesota LSTA FFY2009–Goal 1A-1C Competitive Grant Application:**

Applicant: \_\_\_\_\_ MINITEX Library Information Network\_\_\_\_\_

**18. Assurances.**

The grantee (which refers to the applicant’s status after it has been awarded grant funds) shall certify, sign and comply with all applicable federal, state and local laws, ordinances, rules and regulations and provisions stated herein in the performance of the grant award. The applicant shall certify, sign and submit these assurances indicating its agreement should grant funds be awarded.

**A. SURVIVAL OF TERMS**

The following clauses survive the expiration or cancellation of this award: D. (d). State and Federal Audits; E. Liability; F. Ownership of Materials and Intellectual Property Rights; G. Publicity; H. Government Data Practices; I. Data Disclosure; L. Governing Law, Jurisdiction and Venue; and, R. Internet Safety.

**B. USE OF FUNDS**

Grant funds shall be limited to the purposes for which granted as specified in the approved grant application/contract or approved in an amendment to the original application/contract filed under provisions of the grant agreement and by any applicable state or federal laws. Funds may not be used for gifts or novelty items, generic marketing or promotional concepts not essential for successful performance of the grant, or for payments to vendors displaying exhibits. Funds may not be used to pay for or support other projects 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 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. Project may be amended during the contractual timeline in consultation with the LSTA Grant Coordinator/Administrator. Programmatic approval by the LSTA Grant Administrator must be obtained for expenses in a category that reflect more than a 10% change from the proposed budget in the approved grant application.

1. A mid-year narrative report shall be filed at the six-month interval of the grant year. A preliminary end of project narrative evaluation report indicating initial project results and a final report of grant expenditures shall be submitted to State Library Services on forms supplied by the state library agency no later than 30 days after the completion date of the project set forth in the grant agreement. A final Project Assessment including Outcome Based Evaluation shall be filed with the state library one year after completion date of the project. Failure to file a one-year project assessment will result in grantee being ineligible for future LSTA competitive grant rounds until an acceptable report is completed and approved.
2. The grantee shall present reports to the Commissioner of the Department of Education (COMMISSIONER) or State’s Program Contact Representative (STATE LIBRARIAN). At the COMMISSIONER’S or STATE LIBRARIAN’S discretion, the reports may be presented at departmental, legislative, other state agency or public meetings where the grantee shall be available to explain the project and to respond to questions.
3. Reimbursement for travel and subsistence expenses actually and necessarily incurred by grantee in performance of this project may be paid provided that the grantee shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than in the current “Commissioner’s Plan,” promulgated by the Commissioner of Employee Relations. All travel and subsistence expenses must meet Institute of Museum and Library Services LSTA guidelines.

4. Interest on Grant funds shall be limited to the amount allowable by federal rules and regulations, which must not exceed \$100.00 annually on all LSTA federal dollars received. This regulation (45 C.F.R. Section 1183.21(i)) applies to IMLS grants to states and state sub-grants to public libraries, public school libraries, and other agencies that are governed by state and/or local governments.

Interest earned on advances/grant awards made by the state library administrative agencies to universities, hospitals, and non-profit organizations fall into a different category. These entities may keep interest amounts up to \$250 per year for administrative expenses (OMB Circular A-110 C.22 Payment (1)).

5. Grantees will be reimbursed on all project costs on a quarterly basis as described in Attachment B upon filing the quarterly grant payment schedule with project receipts for reimbursement attached. Twenty percent of the project allotment shall be held until final report of grant expenditures and receipts are received, reviewed and accepted for audit. The State will promptly pay the grantee after grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely manner and according to the schedule as outlined in the award.
6. If participation by a regional library system or a member local governmental unit or member library is discontinued, ownership of the discontinuing system, unit, or member's assets, including cash or the fair market value thereof if such assets, cannot be transferred by the grantee, acquired during the last three years of participation from this grant, shall revert to the Minnesota Department of Education, State Library Services, for reassignment for library services elsewhere.
7. The applicant certifies to the best of his or her knowledge and belief that the applicant agency is not delinquent in the repayment of any federal debt.

### **C. EQUIPMENT**

Grantee shall purchase, maintain and dispose of equipment purchased under the grant program in accordance with federal requirements.

#### **45 CFR § 1183.32 Equipment.**

- (a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under a grant or subgrant will vest upon acquisition in the grantee or subgrantee respectively.
- (b) *States.* A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. Other grantees and subgrantees will follow paragraphs (c) through (e) of this section.
- (c) *Use.*
  - (1) Equipment shall be used by the grantee or subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.
  - (2) The grantee or subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.
  - (3) Notwithstanding the encouragement in § 1183.25(a) to earn program income, the grantee or subgrantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.
  - (4) When acquiring replacement equipment, the grantee or subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

- a. Prior to awarding of a grant application the grantee shall notify the LSTA Grant Coordinator/Administrator regarding cost of equipment or furniture over \$5,000 per item. State Library Services must seek approval from IMLS for any individual expenditure for equipment or furniture that comes in at \$5,000 or above prior to approval of grant application.

#### **D. FINANCIAL AND ADMINISTRATIVE PROVISIONS**

**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) publications. 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.

**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.

**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 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.

**STATE AND FEDERAL AUDITS.** The books, records, documents and accounting procedures and practices of the grantee 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.

- 1) 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
- 2) 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.

#### **E. LIABILITY**

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

## **F. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

### **INTELLECTUAL PROPERTY RIGHTS:**

Any intellectual property rights resulting from the grant project are governed by federal regulations.

#### **45 CFR§ 1183.34 Copyrights.**

The Federal awarding agency (IMLS) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

## **G. PUBLICITY**

Any publicity developed for 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 grantee or its employees individually or jointly with others or any subawardees, shall identify the Institute of Museum and Library Services (IMLS) as the sponsoring agency in cooperation with State Library Services, a division of the Minnesota Department of Education (the State) (**45 CFR § 1183**).

The Institute of Museum and Library Services (IMLS) and Minnesota State Library Services, requires public acknowledgement of the activities they support with LSTA funds. Your IMLS grant is recognition of excellence that should be shared with your community. As a recipient, you are required to acknowledge IMLS support and take steps to extend the award's impact on the community at large. IMLS has a logo and tag line that should be used in acknowledging IMLS and State Library support. The guidelines for crediting IMLS and the State library agency are described below with alternative versions available on the IMLS Website.

*“The Institute of Museum and Library Services, a Federal agency that fosters innovation, leadership and a lifetime of learning, in conjunction with State Library Services, a division of the Minnesota Department of Education, which administers federal LSTA grants supports the LSTA project sponsored by [name of your institution].”*

All items created or purchased with LSTA funds must carry a label or some public acknowledgement of the federal funding provided by IMLS and through the Minnesota State Library Services. This includes all marketing and promotional products related to serving a specified end user as described in the LSTA State Plan.

## **H. GOVERNMENT DATA PRACTICES**

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

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

## **I. DATA DISCLOSURE**

Under Minnesota Statutes, section 270C.65, and other applicable law, the grantee consents to disclosure of its social security 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.

**J. WORKERS' COMPENSATION**

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

**K. 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.

**L. 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.

**M. 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 \$100,000, as defined at 34 CFR Part 82, Sections 82.100, 82.105 and 82.110, the grantee certifies:

1. No federal-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 federal 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 grantee shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The grantee shall require that the language herein shall be included in any award documents for all subawards at all tiers (including subgrants, contracts under award, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**N. 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 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.

Where the grantee is unable to certify to any of the statements herein, he or she shall attach an explanation to the **APPLICATION**.

**O. 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 –

The grantee certifies that it will or will not continue to provide a drug-free workplace by:

1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2) Establishing an on-going drug-free awareness program to inform employees about:

- (a) The dangers of drug abuse in the workplace;
- (b) The grantee's policy of maintaining a drug-free workplace;
- (c) Any available drug counseling, rehabilitation and employee assistance programs; and
- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (1);

4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the award, the employee will:

- (a) Abide by the terms of the statement; and
- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected award;

6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted:

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other

appropriate agency;

7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (1), (2), (3), (4), (5) and (6).

**P. 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.

**Q. TIME**

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

**R. INTERNET SAFETY**

Pursuant to 20 U.S.C. Section 9134(b)(6), the applicant will provide assurance to the State Library Administrative Agency that it will comply with 20 U.S.C. Section 9134(f), which sets out standards relating to Internet Safety for public elementary school, secondary school libraries and public libraries that do not receive services at discount rates under section 254(h)(6) of the Communications Act of 1934, and for which IMLS State Program funds are used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

**S. NONDISCRIMINATION**

As required by the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Education Amendments of 1972, and the Age Discrimination in Employment Act of 1975, as implemented at 45 C.F.R. Part 1180.44, the applicant certifies that they will comply with the following nondiscrimination statutes and their implementing regulations:

- (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving federal financial assistance;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability in federally-assisted programs;
- (a) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-83, 1685-86), which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance;
- (d) The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in federally-assisted programs;

**T. OTHER PROVISIONS be it understood:**

- 1. By filing of this application, the applicant has therefore obtained the necessary legal authority to apply for and receive the proposed grant;
- 2. The filing of this application has been authorized by applicant's governing body, and the undersigned official(s) have been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the representative(s) of the applicant in connection with this application;
- 3. The grant application is written by the applying library program. The source is cited appropriately on any material that is paraphrased or copied. Language taken from a template should be customized sufficiently to meet the needs of the library program that is applying. Failure to comply may result in denial of grant application.

4. Awardees must wait until they receive the signed OGAN (Official Grant Award Notification) before providing any services and before any expenditures may be incurred. **\*Any expenses incurred prior to the full execution of the OGAN are not reimbursable and are the responsibility of the Applicant/Awardee.**
5. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of applicant;
6. Grant funds shall not be used to supplant funds normally budgeted by the applicant/agency;
7. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
8. Every reasonable effort will be made by the applicant to secure stable funding to continue the project after the termination of state/federal funding when appropriate;
9. The applicant's Program Contact Representative is so named on the application cover sheet. If the Program Contact Representative changes at any time during the grant award period, the applicant/grantee must immediately notify the State;
10. The State's Program Contact Representative or his/her successor, named on the OGAN has the responsibility to monitor the grantee's performance and has the authority to accept the services provided under the grant award opportunity. If the services are satisfactory, the State's Program Contact Representative will certify acceptance on each invoice submitted for payment;
11. All services provided by the grantee under an award must be performed to the State's satisfaction, as determined at the sole discretion of the State's Program Contact Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The grantee/awardee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law;
12. Any amendment to an award must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant award, or their successors in office;
13. If the State fails to enforce any provision of an award, that failure does not waive the provision or its right to enforce it;
14. An award may be cancelled by the State or grantee at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such a cancellation, grantee 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 grantee's program to continue operating, the grant shall immediately be terminated upon written notice by the State to the grantee. In the event of such termination, grantee shall be entitled to payment determined on a pro rata basis, for services performed and liabilities already accrued prior to such termination;
15. 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.
16. As an applicant you fully understand that this is a competitive grant process and as a result, your application may not be funded. The grant application process is designed to provide an equitable opportunity for eligible candidates to compete. It is to be understood that one or more factors may result in a funding or a non-funded outcome. The review process includes a consistent, impartial application review conducted for all applications that meet the requirements set forth in the grant application instructions. As applications are evaluated based



<b>MDLC Project Timeline – LSTA FFY2009</b>												
	July 2008	August 2008	September 2008	October 2008	November 2008	December 2008	January 2009	February 2009	March 2009	April 2009	May 2009	June 2009
<b>Infrastructure</b>												
Meet Infrastructure needs Purchase annual maintenance agreements Rent server storage space Infrastructure team	→											
<b>Digitization</b>												
<b>Solicit map, image and document sound, digitization projects</b>									→			
Outreach coordinator, digitization centers, management team												
<b>Digitize projects, coordinate metadata submission</b>											→	
Digitization centers, outreach coordinator												
<b>Project ingest to CONTENTdm</b>												→
Infrastructure team												
<b>Ongoing outreach work with organizations across Minnesota</b>												→
Outreach Coordinator, Management team, MINITEX staff												

<b>MDLC Assessment/Evaluation Timeline – FFY2009</b>		
	<b>Reports</b>	<b>Evaluation</b>
<b>August 2009</b>	Outreach coordinator report	Review of reports. Analysis of progress. Project needs assessment (Outreach coordinator)
	Committee and project reports	
	Digitization site reports	
	Counts on MDLC search/interface site	
<b>October 2009</b>	Outreach coordinator report	Review of reports. Analysis of progress. Project needs assessment (Outreach coordinator)
	Committee and project reports	
	Digitization site reports	
	Counts on MDLC search/interface site	
	Infrastructure team report	
<b>December 2009</b>	Outreach coordinator report	Review of reports. Analysis of progress. Project needs assessment (Outreach coordinator)
	Committee and project reports	
	Digitization site reports	
	Counts on MDLC search/interface site	
<b>February 2010</b>	Outreach coordinator report	Mid-term evaluation for LSTA, based on goals in grant application (Project director)
	Committee and project reports	
	Digitization site reports	
	Counts on MDLC search/interface site	
		Progress toward goals. Assessment of needs to achieve goals (Management team)

	Infrastructure team report	
<b>April</b> <b>2010</b>	Outreach coordinator report	Review of reports. Analysis of progress. Project needs assessment (Outreach coordinator)
	Committee and project reports	
	Digitization site reports	Progress toward goals. Assessment of needs to achieve goals (Management team)
	Counts on MDLC search/interface site	
	Search project report	
	Connecting to existing collections report	
<b>June</b> <b>2010</b>	Outreach coordinator report	Review of reports. Analysis of progress. Project needs assessment (Outreach coordinator)
	Committee and project reports	
	Digitization site reports	
	Counts on MDLC search/interface site	
	Survey of MDL annual meeting attendees	Analysis of survey results
		Final report for LSTA (Project director/Steering Committee)