

Document A
FIRST AMENDMENT TO
SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
CITY OF DULUTH
AND
SOAR CAREER SOLUTIONS

This First Amendment, effective as of the date of attestation by the City Clerk (“Effective Date”) is by and between the CITY OF DULUTH, (the “City”) and TRUE NORTH GOODWILL NORTHERN MINNESOTA AND NORTHWESTERN WISCONSIN (“Goodwill”) (the surviving entity after a merger between the Grantee, SOAR CAREER SOLUTIONS, and True North Goodwill Northern Minnesota and Northwestern Wisconsin); and.

WHEREAS, the City and SOAR Career Solutions entered into a Sub-recipient Funding Agreement (“Agreement”) on or about March 11, 2024 (City Contract No.24724) attached as Exhibit A; and

WHEREAS, SOAR Career Solutions and True North Goodwill Northern Minnesota and Northwestern Wisconsin have merged and the surviving entity is True North Goodwill Northern Minnesota and Northwestern Wisconsin (“Goodwill”) (see Office of the Minnesota Secretary of State Certificate of Merger attached as Exhibit B); and

WHEREAS, both the City and Goodwill wish to amend the Agreement to reflect the merger between SOAR Career Solutions and Goodwill and to reflect that Goodwill is the Grantee in the Agreement and will assume all the responsibilities, rights, titles and interests of the Grantee under the Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

In this First Amendment, deleted terms will be ~~struck out~~ and added terms will be underlined.

1. Section 6 **NOTICES** is amended as follows:

Communication and details concerning this Agreement must be directed to the following Agreement representatives:

City: City of Duluth
Elena Foshay, Director
Workforce Development Department
402 W. 1st Street
Duluth, MN 55802
218-730-5241
efoshay@duluthmn.gov

~~**GRANTEE:** SOAR Career Solutions~~
~~Emily Edison, Executive Director~~
~~205 West 2nd Street, Suite 101~~
~~Duluth, MN 55802~~
~~218-722-3126~~
True North Goodwill Northern
Minnesota and Northwestern Wisconsin
Dodie Brown, President & CEO
700 Garfield Avenue
Duluth, MN 55802
218-336-1550
dbrown@truenorthgoodwill.org

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

CITY OF DULUTH

By _____
Mayor (City Administrator per delegated authority)

Attest:

City Clerk
Date Attested: _____

Countersigned:

City Auditor

As to form:

City Attorney

TRUE NORTH GOODWILL
NORTHERN MINNESOTA AND
NORTHWESTERN WISCONSIN

By _____
Dodie Brown
Its: President and CEO

**SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
SOAR CAREER SOLUTIONS
AND
CITY OF DULUTH
FOR THE
STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
WORKFORCE DEVELOPMENT DIVISION

PATHWAYS TO PROSPERITY
ON-RAMP TO CAREER PATHWAYS
BRIDGE TO HEALTHCARE CAREERS
SFY 2024 and SFY 2025**

THIS AGREEMENT, is by and between the **CITY OF DULUTH**, (the "City"), and **SOAR CAREER SOLUTIONS**, (the "Grantee").

WHEREAS, the City has entered into a Master Grant Agreement with the State of Minnesota, acting by and through its Department of Employment and Economic Development, Workforce Development Division ("DEED") to apply for and receive funds to provide employment and training services offered through the City's Workforce Development Department; and

WHEREAS, under the Master Grant Agreement, in cooperation with Grantee, the City applied to and received approval for three grant funds in the amount totaling Eight Hundred Seventy-Five Thousand Dollars and No/100s (\$875, 000.00) from DEED under its Pathways to Prosperity Program (the "Program Grant") to support workforce needs in key industries and address employment disparities in Duluth, and St. Louis, Lake, Carlton and surrounding Counties. This program will prepare individuals with the skills needed to enter into employment in high demand occupations and/or access additional education ("the Project"). The Project Specific Plan ("PSP)/Work Plan/Budget are attached as *Exhibit A, and Exhibit B*; and

WHEREAS, the City desires to award a portion of the Program Grant (the "Subgrant") to Grantee, and Grantee agrees to accept and utilize such proceeds for the Project.

NOW, THEREFORE, the parties agree to the following terms:

1. AWARD. The City awards a Subgrant to Grantee in the amount totaling Two Hundred Forty-Two Thousand Fifty-Five Dollars and 76/100s (\$242,055.76) for Grantee's performance of its obligations under the Program Grants including:

- On-Ramp to Career Pathways: State Fiscal Year (SFY24) and State Fiscal Year (SFY25); funding totaling One Hundred Forty Thousand One Hundred Fifty-Nine Dollars and 16/100s (\$140,159.16)
- Bridge to Healthcare Careers: State Fiscal Year (SFY24) and State Fiscal Year (SFY25); funding totaling One Hundred One Thousand Eight Hundred Ninety-Six Dollars and 60/100s (\$101,896.60)

State Fiscal Year 2024 (SFY24) funding will be available beginning the execution date of this agreement through June 30, 2025. State Fiscal Year 2025 (SFY25) funding will be available beginning July 1, 2024 through June 30, 2025.

- A. Perform the duties specified in the PSP/Work Plan/Budget for each of the two P2P grants: On-Ramp to Career Pathways attached as **Exhibit A**; and Bridge to Healthcare Careers attached as **Exhibit B**; and incorporated into this Agreement.
- B. Achieve the specific enrollment, training completion, and placement targets for each grant outlined in the P2P PY24-25 Performance Goals, attached as **Exhibit D**.
- C. Fulfill the roles and responsibilities as outline in the P2P Partner Roles and Responsibilities Summary, **Exhibit E**.
- D. Follow all DEED policies and procedures including participating in Workforce One training provided by DEED, and entering all program data into Workforce One within the required timeframes.
- E. Provide quarterly reports two weeks prior to the reporting due date and/or any other reporting required by DEED, including Workforce One reporting and the On-Ramp to Career Pathways, and Bridge to Healthcare Careers Program data.
- F. Submit invoices outlining services provided with all supportive documentation to City Director as described in section 5. Examples of documentation for services include detailed receipts and timesheets.
- G. Coordinate with City staff on scheduling for services and/or workshops.
- H. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings or workshops.
- I. Facilitate City's Fiscal and Program Monitoring as outlined in the P2P Sub-Recipient Monitoring Schedule, as attached as **Exhibit F**; and assist in the completion of the DEED Pathways to Prosperity Monitoring Guide - Example, attached hereto as **Exhibit G**.
- J. Fiscal sub-recipient monitoring will be conducted once per state fiscal year ("SFY"). Program monitoring will be conducted once per quarter.
- K. Submit the completed Grantee Obligations Acknowledgement Checklist, attached as **Exhibit H**.
- L. Develop and maintain ongoing communication with City staff.
- M. Participate in outreach and recruitment efforts.
- N. Complete work at the direction of the Duluth Workforce Development Director.

Notwithstanding anything to the contrary, the Grantee understands and agrees that any reduction or termination of the Program Grant may result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Program must be approved in writing by the City and DEED. The City reserves the right to cancel or postpone training class start dates due to lack of enrolled participants or other circumstances.

2. PERFORMANCE. The Grantee must comply with all requirements applicable to the City in the Master Grant Agreement and/or Project Specific Plan. Grantee's default under the Project Specific Plan will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Program has not been or will not be made, the City may act to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Grantee within 60

calendar days (or such longer period specified by the City) after written notice by the City, the City may terminate this Agreement.

3. TIME OF PERFORMANCE. Grantee may start the Program and begin incurring Program costs on the effective date of the City's Pathways to Prosperity Program grant agreement with DEED, and complete the Program for SFY2024-2025 on or before June 30, 2025. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first. The term of this agreement may be extended as approved by DEED on substantially the same terms as set forth herein by mutual written consent of the authorized representatives of the parties. Nothing herein guarantees any such renewal.

4. CONDITIONS PRECEDENT TO DISBURSEMENT. The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.

- A. The Grantee must have provided the City with evidence of compliance with the insurance requirements of Section 7(G) herein.
- B. The Grantee must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.

5. DISBURSEMENT. It is expressly agreed and understood that the City will pay Grantee under this Agreement One Hundred Twenty-One Thousand Twenty-Seven Dollars and 88/100s (\$121,027.88) in the SFY 2024, and upon receipt of SFY25 funding, One Hundred Twenty-One Thousand Twenty-Seven Dollars and 88/100s (\$121,027.88) in SFY 2025 with the total amount not to exceed Two Hundred Forty-Two Thousand Fifty-Five Dollars and 76/100s (\$242,055.76). Grantee's proposed budget is outlined in the P2P SFY 2024 and SFY 2025 Budget, attached as **Exhibit I**. If the total funding allocation remains unchanged, Grantee may change how funds are allocated within the budget categories listed in **Exhibit I** with the prior written approval of the Workforce Development Director. Invoices, using **Exhibit J**, must be submitted on a monthly basis or other timeframe approved in writing by the Workforce Development Director. Grantee's RPR – Reimbursement Payment Request and Performance Outcomes (Invoice Template Example), is attached as **Exhibit J**. A final invoice must be received by July 31, 2025. Payment for services will be sent within 45 days of receipt of invoice.

6. NOTICES. Communication and details concerning this Agreement must be directed to the following Agreement representatives:

City: City of Duluth
Elena Foshay, Director
Workforce Development Department
402 W. 1st Street
Duluth, MN 55802
218-730-5241
efoshay@duluthmn.gov

GRANTEE: SOAR Career Solutions
Emily Edison, Executive Director
205 West 2nd Street, Suite 101
Duluth, MN 55802
218-722-3126

eedison@soarcareers.org

7. GENERAL CONDITIONS.

- A. **General Compliance.** The Grantee agrees to comply with all applicable federal, state and local laws and regulations governing the project and funds provided under this Agreement.
- B. **Civil Rights Assurances.** Grantee and City, and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:
1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
 2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.
- C. **Independent Contractor.** Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an independent contractor with respect to the services to be performed under this Agreement. Grantee and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Grantee's employees or agents while so engaged, and any and all claims whatsoever on behalf of Grantee's employees and agents arising out of employment shall in no way be the responsibility of the City. Grantee's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay, and PERA.
- D. **Liability.** Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.
- Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provision of the Minnesota Municipality Limitation of Liability Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.
- E. **Indemnification.** Grantee will indemnify, defend, and hold harmless the City, its officers, agents, and employees, from any claims or causes of action, including attorney's fees incurred by Grantee arising from the performance of this Agreement by Grantee, or its officers, agents or employees.

F. **Workers' Compensation.** The Grantee must provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement.

G. **Insurance.** Grantee shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured therein.

Insurance shall cover:

1. Public liability.
2. Independent contractors--protective contingent liability.
3. Personal injury.
4. Contractual liability covering the indemnity obligations set forth herein.

8. ADMINISTRATIVE REQUIREMENTS.

A. **Accounting Standards.** The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.

B. **Records.**

1. *Retention.* The Grantee must retain all records pertinent to expenditures incurred under this Agreement until conclusion of the latest of (a) six years after the Grantee has completed the Program; (b) six years after the Grantee has expended all proceeds of the Subgrant; or (c) six years after the resolution of all audit findings. Records for nonexpendable property acquired with funds under this Agreement must be retained for six years after final disposition of such property. Records for any displaced person must be kept for six years after he/she has received final payment.

2. *Inspections.* All Grantee records with respect to any matters covered by this Agreement must be made available to the City, DEED or their designees at any time during normal business hours, as often as the City or DEED deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

3. *Audits.* If requested by the City, the Grantee must have an annual financial compliance audit conducted in accordance with the City's requirements. The Grantee must submit two copies of such audit report to the City. Any deficiencies noted in such an audit report or an audit/monitoring report issued by the City or its designees must be fully resolved by the Grantee within a reasonable time period after a written request from the City. Failure of the Grantee to comply with the provisions of this paragraph will constitute a violation of this Agreement and may result in the withholding of future payments or the requirement for Grantee to return all or part of the funds already disbursed.

4. *Data Practices Act.* The Grantee must comply with the Minnesota Government Data Practices Act, Chapter 13.

5. **Close-Outs.** The Grantee's obligation to the City does not end until all closeout requirements are completed. Activities during this close-out period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

C. **Payments.** The City will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance funds and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Grantee.

D. **Procurement.** The Grantee must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Agreement. All unexpended program income must revert to the City upon termination of this Agreement.

9. MISCELLANEOUS.

- A. **Assignability.** The Grantee may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Grantee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.
- B. **Copyright.** If this Agreement results in any copyrightable material, the author is free to copyright the work, but the City and/or DEED reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.
- C. **Relationship of the Parties.** It is agreed that nothing herein contained in intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint ventures, or joint enterprise between the parties hereto or constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.
- D. **Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.
- E. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

10. ENTIRE AGREEMENT. This Agreement contains all negotiations and agreements between City and Grantee. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF DULUTH

DocuSigned by:
By: Roger J Reinert
ATD488341A8B484...
Mayor

Attest:

DocuSigned by:
By: Ian B. Johnson
EE3D2CA1A8F42B...
City Clerk
Date Attested: 3/11/2024

Countersigned:

DocuSigned by:
By: John Baby
50CC8A8CCCF8401...
City Auditor

As to form:

DocuSigned by:
By: Jessica Fralich
108290C5A55480...
City Attorney

SOAR CAREER SOLUTIONS

DocuSigned by:
By: Emily Edison
402A802802084BE...

Its: Executive Director

By: _____

Its: _____

ATTACHMENTS

Exhibit A: Project Specific Plan/Work Plan/Budget - P2P - On Ramp to Career Pathways Program SFY24 & SFY25 proposal and DEED contract

Exhibit B: Project Specific Plan/Work Plan/Budget - P2P - Bridge to Healthcare Careers Program SFY24 & SFY25 proposal and DEED contract

Exhibit D: P2P PY24-25 Performance Goals

Exhibit E: P2P Partner Roles and Responsibilities Summary

Exhibit F: P2P Sub-Recipient Monitoring Schedule

Exhibit G: DEED Pathways to Prosperity Monitoring Guide - Example

Exhibit H: Grantee Obligations Acknowledgement Checklist

Exhibit I: P2P SFY 2024 and SFY 2025 Budget

Exhibit J: RPR- Reimbursement Payment Request and Performance Outcomes (Invoice Template Example)

STATE OF MINNESOTA

PROJECT SPECIFIC PLAN (PSP)

ORIGINAL

Master Contract Number: DULUTH2024M

Term of Master Contract: 8/15/2023 - 6/30/2028

Master SWIFT Contract Number: 231738

Grant ID Number: 4047800

| GRANTOR / STATE | GRANTEE |
|---|--|
| Employment and Training Programs Division MN Department of Employment and Economic Development Great Northern Building, 180 E. 5 th Street, Suite 1200 Saint Paul, MN 55101 | City of Duluth Workforce Development 402 West 1 st Street Duluth, MN 55802 |
| GRANT MANAGER CONTACT | GRANTEE CONTACT |
| Name and Title: Jenilee Drilling, Grant Coordinator Phone: 651-259-7530 Email: Jenilee.drilling@state.mn.us | Name and Title: Elena Foshay, Director Phone: 218-730-5241 Email: efoshay@duluthmn.gov |

Required Attachments: Attachment 1: Work Plan
Attachment 2: Budget
Attachment 3: Partnership Chart
Attachment 4: Terms and Conditions

COMPLETED BY DEED:

| | | | |
|---|---|--|------------|
| Program Name: SFY 24-25 On-Ramp to Career Pathways P2P, City of Duluth Workforce Development | | | |
| Start Date¹: | 02/22/2024 | SWIFT Contract Number: | 243986 |
| Execution Date²: | 02/22/2024 | SWIFT PO Number: | 3000547887 |
| End Date: | 06/30/2025 | SWIFT Vendor Number + Location: | 0000197681 |
| Amount: | \$250,000.00 | Procure-It Number: | 83838 |
| Match / Leverage Required: | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | NGA Number: | 23-10 |
| AFS Signature: <i>Robin Culbertson</i> | Encumbrance Date: 02/22/24 | | |

SUBMITTED BY GRANTEE:

I certify that the information contained in the attached Work Plan and Budget, labeled Attachment 1 and Attachment 2, respectively, is true and accurate to the best of my knowledge and I agree that this PSP is subject to all provisions of the Master Grant Contract Agreement which is incorporated by reference. I further certify that I am authorized to submit this PSP on behalf of the Grantee.

Signature: *Elena Foshay*

Date: 02/22/24

Printed Name and Title of Grantee's Authorized Representative: Elena Foshay, Director of Workforce Development

APPROVED BY (GRANTOR / STATE)

I have reviewed and approved the attached PSP which is referenced in and incorporated as an amendment to the Master Grant Contract Agreement indicated herein.

Signature: *Marc Majors*

Date: 2/22/24

Printed Name and Title of State's Authorized Representative: Marc Majors, Director, Employment and Training Programs Division

¹ Or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later.

² Start and execution date are the same in the first year of the biennium; start date may precede execution date in the second year of the same.

RPR

EXHIBIT A - 1

Notice of Grant Action (NGA)

NGA 23-10

Minnesota Department of Employment and Economic Development
Master Grant Agreement #DULUTH2020M & #DULUTH2024M
 SC 172729 & 231738

Effective Master Grant Agreement Date: April 1, 2020 - March 31, 2025 & August 15, 2023 - June 30, 2028
 Unique Entity ID (UEI): S3MZFK8JXGJ3

GRANTEE:

City of Duluth
 Workforce Development
 WDA #4
 402 West First Street
 Duluth, MN 55802-1102

GRANTOR-STATE: MN Dept of Employment and Economic Development
 Employment and Training Programs (ETP) Division
 1st National Bank Building
 332 Minnesota Street, Suite E200
 Saint Paul, MN 55101-1351

FUNDING SUMMARY

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | DEED USE | |
|--|-------------------------|----------|-----------------------|------------------------|-----------------------|-----------------------|--------|------------|-------|------------|-------------------|
| Title ID/Name | Performance Period | Grant ID | Prior Level | Obligation this Action | New Level | Total Award/Amount | CFDA | CFDA Name | NGA | SWIFT P.O. | SWIFT Contract ID |
| FEDERAL | | | | | | | | | | | |
| PY23 WIOA Youth Formula Grant | 04/01/2023 - 03/31/2025 | 3043600 | \$264,511.00 | \$0.00 | \$264,511.00 | \$264,511.00 | 17.259 | WIOA Youth | 1 | 3-513801 | 230277 |
| PY23 WIOA Adult 2nd Allotment | 07/01/2023 - 06/30/2025 | 3043100 | \$201,525.00 | \$0.00 | \$201,525.00 | \$201,525.00 | 17.258 | WIOA Adult | 2,8 | 3-520860 | 233094 |
| PY23 WIOA DW | 07/01/2023 - 06/30/2025 | 3048000 | \$82,219.00 | \$0.00 | \$82,219.00 | \$82,219.00 | 17.278 | WIOA DW | 2,8,9 | 3-520993 | 233199 |
| PY23 Senior Community Service Employment Program (SCSEP) | 07/01/2023 - 06/30/2024 | 3045100 | \$91,942.00 | \$0.00 | \$91,942.00 | \$91,942.00 | 17.235 | SCSEP | 6,7 | 3-523298 | 234556 |
| OTHER | | | | | | | | | | | |
| SFY24 State Dislocated Worker | 07/01/2023 - 06/30/2025 | 3048500 | \$211,226.00 | \$0.00 | \$211,226.00 | \$211,226.00 | N/A | N/A | 2 | 3-521250 | 233439 |
| SFY24 Minnesota Youth Program | 07/01/2023 - 09/30/2023 | 4046400 | \$317,282.00 | \$0.00 | \$317,282.00 | \$317,282.00 | N/A | N/A | 3 | 3-524092 | 234180 |
| SFY24 Youth at Work | 07/01/2023 - 06/30/2024 | 4048801 | \$236,800.00 | \$0.00 | \$236,800.00 | \$236,800.00 | N/A | N/A | 4 | 3-522882 | 234356 |
| SFY24 Youth Support Services | 07/01/2023 - 06/30/2024 | 4041800 | \$35,000.00 | \$0.00 | \$35,000.00 | \$35,000.00 | N/A | N/A | 5 | 3-522883 | 234357 |
| SFY24-25 P2P On-Ramp | 02/22/2024 - 06/30/2025 | 4047800 | \$0.00 | \$250,000.00 | \$250,000.00 | \$250,000.00 | N/A | N/A | 10 | 3-547887 | 243986 |
| TOTAL | | | \$1,440,505.00 | \$250,000.00 | \$1,690,505.00 | \$1,690,505.00 | | | | | |

APPROVED BY:

Cashwab for Jill Roberts

Jill Roberts, Director
 Employment and Training Programs (ETP) Division

DATE ISSUED:

2/23/2024

The approved Project Specific Plan, along with this NGA, and attached workplan and budget are releasing funding under the DULUTH2020M and DULUTH2024M State/Federal Master Grant Agreement with DEED.
 See Attachment 3 for DEED's Contacts and Additional Terms and Conditions.

RPR = Reimbursement Payment Request

For questions, contact Jill Roberts at 651-259-7580 or jill.roberts@state.mn.us

24724

SFY24-25 P2P On-Ramp, City of Duluth Workforce Development, #4047800

App ID # P2P-ORCP-2024-City Of Du-3

Attachment 1: Work Plan**SFY 24-25 On-Ramp to Career Pathways Grant Summary Sheet**

| Organization Information | | | |
|--|---|----------------------------------|------------------------------------|
| 1. Organization Name: | City of Duluth Workforce Development | | |
| 2. Organization Type: | <input type="checkbox"/> 501(c)3 <input checked="" type="checkbox"/> Public/Gov't <input type="checkbox"/> Other _____ | | |
| 3. Organization Website: | https://duluthmn.gov/workforce-development/ | | |
| 4. Physical Address: | 402 W 1st Street Duluth, MN 55802-1102 | | |
| 5. Mailing Address: | 402 W 1st Street Duluth, MN 55802-1102 | | |
| 6. Executive Director Name: | Elena Foshay | 7. Program Contact Name: | Betsy Hill |
| 8. Executive Director Title: | Director of Workforce Development | 9. Program Contact Title: | Workforce Development Technician 2 |
| 10. Telephone Number: | (218) 730-5241 | 11. Telephone Number: | (218) 730-5228 |
| 12. Email: | efoshay@duluthmn.gov | 13. Email: | bhill@duluthmn.gov |
| 14. Federal Tax ID: (required) | 41-6005105 | 15. Minnesota Tax ID: (required) | 8021696 |
| 16. SWIFT Vendor ID: (required) | 0000197681 | 17. UEI Number: (required) | S3MZFK8JXGJ3 |
| Program Information | | | |
| 18. Program Name: | On-ramp to Career Pathways | | |
| 19. Program Summary: | P2P On-ramp will support a comprehensive program that will prepare participants for entry into employment and/or training in high-growth industries offering family-supporting wages and multiple career pathways. Using an individualized approach that is responsive to participant needs, this project includes wraparound case management, work readiness preparation, learning and digital literacy support, assistance in overcoming barriers to employment, training resulting in industry-recognized certificates, job placement assistance, and retention support. | | |
| 20. Geographic Area Served by Program: | St. Louis, Lake, Carleton counties and surrounding counties | | |

SFY24-25 P2P On-Ramp, City of Duluth Workforce Development, #4047800

App ID # P2P-ORCP-2024-City Of Du-3

| Organization Information | | | | | | | |
|---|---|---|--|--|--|--|--|
| 21. Target Population to be Served: | <p>Program will serve adults at least 18 years old, not enrolled in any K-12 school, who face multiple barriers to employment, and who need enhanced educational and supportive services to be successful in securing long-term family sustaining wages. All participants will be part of one or more of the following target populations:</p> <ul style="list-style-type: none"> • Individuals of color • Individuals lacking stable housing • Individuals with a criminal record • Individuals without a high school diploma or equivalent • Individuals with disabilities • Individuals who have been unemployed for 26 or more of the past 52 weeks • Individuals with limited English or math proficiency • Individuals at or below 200% of the Federal Poverty Guideline. | | | | | | |
| 22. Total Amount of DEED Funds Awarded: | \$250,000.00 | | | | | | |
| 23. Number of Participants to be Enrolled into Program: | 35 | | | | | | |
| 24. Cost Per Participant: <i>according to funds awarded/enrolled participants</i> | \$7,142.86 | | | | | | |
| 25. Cost per Certificate/Credential attained: <i>according to funds awarded /participants attain certificate or credential</i> | \$5,681.22 | | | | | | |
| 26. Cost per exit to employment: <i>according to funds awarded /exit to employment participants</i> | \$8,928.57 | | | | | | |
| 27. Program Components: | <p>Select all the components of your program</p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> GED/ABE</td> <td><input type="checkbox"/> Work Experience</td> </tr> <tr> <td><input checked="" type="checkbox"/> Work Readiness</td> <td><input type="checkbox"/> Credential Training</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certificate Training</td> <td><input checked="" type="checkbox"/> Other Support Services</td> </tr> </table> | <input checked="" type="checkbox"/> GED/ABE | <input type="checkbox"/> Work Experience | <input checked="" type="checkbox"/> Work Readiness | <input type="checkbox"/> Credential Training | <input checked="" type="checkbox"/> Certificate Training | <input checked="" type="checkbox"/> Other Support Services |
| <input checked="" type="checkbox"/> GED/ABE | <input type="checkbox"/> Work Experience | | | | | | |
| <input checked="" type="checkbox"/> Work Readiness | <input type="checkbox"/> Credential Training | | | | | | |
| <input checked="" type="checkbox"/> Certificate Training | <input checked="" type="checkbox"/> Other Support Services | | | | | | |

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| Organization Information | |
|---|---|
| 28. Name of Certificate(s) to be awarded: (If applicable) | <p><i>Work Readiness Certificate Options:</i> <i>Mind Over Matters (mindfulness, positive affirmations, SMARTER goals, cognitive behavioral therapy techniques, executive functioning, learning styles, DISC behavioral assessment, workplace relationships)</i> <i>Career Quest (work values, strengths, Holland Code interest assessment, employment barriers, employer bias, "good answer" technique, networking, hard and soft skills, job applications, resumes, cover letters, interviewing)</i> <i>Financial Literacy (budgeting, credit, debt management, savings, interest)</i> <i>On-Ramp Certificate Options including but not limited to:</i> <i>Northstar Digital Literacy: (Microsoft Word, Microsoft Excel, Microsoft Power Point)</i> <i>Information Literacy</i> <i>Introduction to Healthcare</i> <i>Introduction to Construction</i> <i>Introduction to Manufacturing</i> <i>Peer Recovery Specialist</i> <i>Mental Health First Aid</i> <i>Early Childhood Professionals</i> <i>OSHA 10</i> <i>First Aid/CPR</i> <i>Career Pathways Exploration</i> <i>Paraprofessional</i></p> |
| 29. Name of Credential(s) to be awarded: (If applicable) | n/a |
| 30. Training Provider(s): | <p><i>Duluth Adult Education (Northstar Digital Literacy: Microsoft Word; Microsoft Excel; Microsoft Power Point; Information Literacy; Introduction to Healthcare; Introduction to Construction; Introduction to Manufacturing; GED/High School Diploma; Paraprofessional)</i> <i>Minnesota Recovery Connection (Peer Recovery Specialist)</i> <i>National Council for Mental Wellbeing (Mental Health First Aid)</i> <i>Jump into Childcare (Early Childhood Professionals)</i> <i>360 Training (OSHA 10)</i> <i>American Red Cross (First Aid/CPR)</i> <i>SOAR Career Solutions (Career Pathways Exploration)</i></p> |
| 31. Training Provider(s) is Minnesota Office of Higher Education Compliant? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 32. Compensated Partners: | SOAR Career Solutions; Duluth Adult Education |
| 33. Adult Basic Education Partner: | Duluth Adult Education |
| 34. SNAP E&T Reimbursement Program: (Indicate interest in applying for this program) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

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Attachment 1: Work Plan

Narrative

Program Summary

Duluth Workforce Development plans to provide On-Ramp training through a comprehensive program that will prepare 35 participants for entry into employment and/or training in high-growth industries offering family-supporting wages and multiple career pathways.

Using an individualized approach that is responsive to participant needs, this project includes wraparound case management, work readiness preparation, learning and digital literacy support, assistance in overcoming barriers to employment, training resulting in industry-recognized certificates, job placement assistance, and retention support.

We will serve individuals living in Carlton, St. Louis, Lake Counties and surrounding counties who are eligible based on the P2P eligibility guidelines.

Program Components

Work Readiness Certificate Options:

- Mind Over Matters, provided by staff at SOAR Career Solutions: (mindfulness, positive affirmations, SMARTER goals, cognitive behavioral therapy techniques, executive functioning, learning styles, DISC behavioral assessment, workplace relationships)
- Career Quest, provided by staff at SOAR Career Solutions: (work values, strengths, Holland Code interest assessment, employment barriers, employer bias, "good answer" technique, networking, hard and soft skills, job applications, resumes, cover letters, interviewing)
- Financial Literacy provided by Members Cooperative Credit Union: (budgeting, credit, debt management, savings, interest)

On-Ramp Certificate Options including but not limited to, listed by provider:

- Duluth Adult Education: Northstar Digital Literacy (Microsoft Word; Microsoft Excel; Microsoft Power Point); Information Literacy; Introduction to Healthcare; Introduction to Construction; Introduction to Manufacturing; GED/High School Diploma; Paraprofessional; Test of Essential Academic Skills; Launch Into a Trades Career
- Minnesota Recovery Connection and Recovery Alliance Duluth: Peer Recovery Specialist
- Jump Into Childcare: Early Childhood Professionals
- 360 Training: OSHA 10
- American Red Cross: First Aid/CPR
- SOAR Career Solutions: Career Pathways Exploration
- Human Development Center: Mental Health First Aid

Retention Services:

Retention services are monetary and non-monetary services provided to support participants after they have achieved their long-term goal, as defined on the participant's Individual Employment Plan. Navigators will provide retention and follow up services to participants obtaining unsubsidized employment for 90 days, as long as funds are available and prior to the grant close date. The "Employed

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Full-Time," or "Employed Part-Time," and the "Retention" activities will be opened in WF1 and live, one-on-one monthly contact will be maintained during the retention period and will be documented through case notes in WF1. If a participant requests supportive services during the 90-day retention period, their request will be evaluated based on eligible costs, budget and barriers identified in their Individual Employment Plan. Navigators will exit participants from On Ramp in WF1 upon successful completion of a minimum of a 90-day retention period.

Staffing for the Program

Partners implementing this project include SOAR Career Solutions and Duluth Adult Education as well as Duluth Workforce Development (DWD) staff.

SOAR Career Solutions (SOAR) Career Specialists (CS) will serve as Navigators, and be the central point of contact for the participant starting with enrollment, through work readiness and certificate training, and including employment placement and retention. SOAR staff will hold primary responsibility for WF1 data entry. SOAR's Assistant Program Director will oversee navigation services and data collection, and the Program Director will manage reporting and coordination with partners.

| SOAR STAFF Engaged in P2P On-ramp | % FTE |
|--|--------------|
| Executive Director | 0.10 |
| Finance Director | 0.10 |
| Program Director | 0.10 |
| Asst Program Director | 0.10 |
| Career Specialist x 3 | 0.50 |
| Comm & Dev Mgr | 0.10 |

Duluth Workforce Development's career pathways program lead will provide general project oversight and partner coordination, and conduct regular program monitoring, as well as managing employer engagement tied to the project. DWD staff will assist with outreach, recruitment, and pre-screening for eligibility before referring to SOAR for enrollment. The DWD Operations Manager is responsible for contract and budget oversight, and a .25 FTE dedicated staff member in the auditor's office is responsible for fiscal management. Overall department oversight and staff supervision is provided by the Director of Workforce Development

DWD staff working on the P2P On-ramp grant will be:

Elena Foshay, Director of Workforce Development

Carol Turner, Operations Manager

Betsy Hill, Workforce Development Technician II

Ali Haworth, Workforce Development Technician I

Alex Arend, Workforce Development Technician I

Jamie Sands, Information Technician

Lori Davey, Auditor

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Duluth Adult Education will provide licensed Teachers for instruction in On-Ramp Credentialed training as well as administrative staff for reporting and coordination and administering of the CASAS goals assessment.

Enrollment Process

Participants meet with a Navigator (either in person, over the phone or virtually) to initially determine eligibility and for a structured interview that serves as an initial assessment of employability. The Navigator will determine a client's eligibility by completing an employability assessment and gathering proper documentation and identification required for enrollment. After the Navigator determines that the person meets the eligibility criteria and that the training is a fit for the person's goals, they are asked to participate in skill and interest assessments to confirm.

Participants will then begin by enrolling in work readiness training through SOAR. Participants will have the opportunity to complete modules and earn certificates in Mind Over Matters, which teaches a Cognitive Behavioral Therapy approach to work readiness, and/or Career Quest, which is focused on career exploration, soft skills, and job search skills. Participants can also choose to participate in financial literacy workshops offered by Members Cooperative Credit Union based on an assessment of their financial experience and recommendation of their Navigator. After or sometimes concurrently, the participant will then begin an On-Ramp credential training based on their job goal and what will help make them more marketable as they work toward that goal.

Assessments

Assessments include as structured interview at application and enrollment with a trained Navigator, the RAISEC/Holland code interest assessment, and the CASAS goals skills assessment through DAE to measure math and reading skills.

After enrollment, Navigators complete a comprehensive intake that includes the Employability Measure and career interest assessments such as the Skills Matcher, Holland Code, and Work Values Matcher to guide the participant in determining their interests, professional values, and long-term career goals. Through this process, the Navigator learns about the participant's short and long-term training and employment goals and any barriers that need to be addressed, and then works with the participant to develop an Individual Employment Plan (IEP) that sets short and long-term employment and training goals, includes an outline for work readiness and On-ramp certificate training, and identifies needs for support services.

Support Services and Incentives

Support Services will be issued in alignment with DWD and SOAR policy. Common uses of support services will include gas cards, bus passes, clothing needed for job search or work and other items as needed and allowed.

Participants will have the opportunity to earn incentives for achieving program goals, including but not limited to completing work readiness training, earning an On-ramp certificate, and verification of entry into employment.

Evaluation of Program

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DWD Career Pathways Lead staff will meet weekly with SOAR counselors to discuss questions and progress toward grant goals as well as performing quarterly subgrantee monitoring to ensure that files are accurate and funds are being used appropriately.

Staff will utilize the Grant Summary report in WF1 to monitor success as well as quarterly reports that will be submitted to DEED to reflect on progress toward goals and best practices and challenges.

Outreach and Recruitment

Both DWD and SOAR will be responsible for program recruitment using a number of strategies that focus on encouraging potential participants to see themselves in the high-wage, in-demand jobs within the identified industry sectors. We will connect with individuals in the community who are unemployed and underemployed, and want to start a new career direction. Primary outreach strategies include building relationships with case managers at other human service agencies to facilitate referrals, and relationship building with community members who are key influencers. We will also market On-ramp through our websites, social media platforms, tabling events, and presentations.

We partner with a number of BIPOC-ied organizations to serve as entry points for workforce services, who then make warm handoff referrals to P2P Navigators. Our Community Liaisons help reach those who do not access our services on their own, build trust, and support connection to programs.

Attachment 1: Work Plan**Table**

Complete the work plan as applicable to your program in cumulative manner. Use additional pages as necessary. Numbers in each column should be cumulative from previous quarter(s).

| Measurable Outcome | Quarter 1 Grant Start Date through 09/30/2023 | Quarter 2 Grant Start Date through 12/31/2023 | Quarter 3 Grant Start Date through 03/31/2024 | Quarter 4 Grant Start Date through 06/30/2024 |
|---|--|--|--|--|
| Total Enrollments | 0 | 0 | 5 | 15 |
| Total Participants Enrolled in Work Readiness Training | 0 | 0 | 2 | 10 |
| Total Participants Enrolled in On-Ramp Training | 0 | 0 | 0 | 5 |
| Total Work Readiness Certificates Attained | 0 | 0 | 0 | 2 |
| Total On-Ramp Certificates Attained | 0 | 0 | 0 | 1 |
| Exits to Employment | 0 | 0 | 0 | 5 |
| • Exits to Employment related to training industry sector(s) | 0 | 0 | 0 | 0 |
| • Exits to Employment at or above \$16/hour | 0 | 0 | 0 | 0 |
| Participants Exited to Bridge or Post-Secondary Programs | 0 | 0 | 0 | 0 |
| All Other Exits | 0 | 0 | 0 | 0 |
| Total Exits | 0 | 0 | 0 | 5 |

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| Measurable Outcome (continued) | Quarter 5 Grant Start Date through 09/30/2024 | Quarter 6 Grant Start Date through 12/31/2024 | Quarter 7 Grant Start Date through 03/31/2025 | Quarter 8 Grant Start Date through 06/30/2025 |
|--|--|--|--|--|
| Total Enrollments | 20 | 25 | 30 | 35 |
| Total Participants Enrolled in Work Readiness Training | 13 | 20 | 25 | 28 |
| Total Participants Enrolled in On-Ramp Training | 12 | 18 | 23 | 28 |
| Total Work Readiness Certificates Attained | 8 | 15 | 20 | 22 |
| Total On-Ramp Certificates Attained | 6 | 12 | 15 | 22 |
| Exits to Employment | 10 | 15 | 20 | 28 |
| • Exits to Employment related to training industry sector(s) | 3 | 5 | 10 | 15 |
| • Exits to Employment at or above \$16/hour | 3 | 5 | 10 | 15 |
| Participants Exited to Bridge or Post-Secondary Programs | 2 | 2 | 2 | 2 |
| All Other Exits | 2 | 2 | 2 | 5 |
| Total Exits | 14 | 19 | 24 | 35 |

Attachment 2: Budget**Cumulative Quarterly Budget**

Please complete the budget form in **cumulative format using dollar signs, decimal points, and cents (\$0.00)**. You are not required to use all cost categories. Please see [ACP Cost Category Guidance](#) to determine how to categorize expenditures. Note: Quarter 4 cannot exceed 50% of the awarded funds and second half of funds will be available on 07/01/2024.

TOTAL COST PER PARTICIPANT \$7,142.86 (Total DEED funds requested divided by the total number of participants)

| SFY24 - Total DEED Funds | | | | | |
|---------------------------------|---|--|--|--|--|
| Office Use Only | Cost Category | Quarter 1 Grant Start Date through 09/30/2023 | Quarter 2 Grant Start Date through 12/31/2023 | Quarter 3 Grant Start Date through 03/31/2024 | Quarter 4 Grant Start Date through 06/30/2024 |
| 833 | Administrative Costs¹ | \$0.00 | \$0.00 | \$6,250.00 | \$12,500.00 |
| 885 | Direct Services | \$0.00 | \$0.00 | \$45,813.00 | \$91,625.00 |
| 886 | Direct Services-WR-GED-ABE | \$0.00 | \$0.00 | \$6,463.00 | \$12,925.00 |
| 838 | Direct Customer Training | \$0.00 | \$0.00 | \$1,050.00 | \$2,100.00 |
| 828 | Support Services | \$0.00 | \$0.00 | \$2,925.00 | \$5,850.00 |
| | Total: | \$0.00 | \$0.00 | \$62,501.00 | \$125,000.00 |

¹ Administrative costs cannot exceed 10% of total funds requested.

SFY24-25 P2P On-Ramp, City of Duluth Workforce Development, #4047800

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| SFY25 - Total DEED Funds | | | | | |
|--------------------------|-----------------------------------|--|---|---|---|
| Office Use Only | Cost Category | Quarter 5 Grant Start Date through 09/30/2024 Funds not available until 7/1/2024 | Quarter 6 Grant Start Date through 12/31/2024 | Quarter 7 Grant Start Date through 03/31/2025 | Quarter 8 Grant Start Date through 06/30/2025 |
| 833 | Administrative Costs ² | \$15,625.00 | \$18,750.00 | \$21,875.00 | \$25,000.00 |
| 885 | Direct Services | \$114,531.00 | \$137,438.00 | \$160,344.00 | \$183,250.00 |
| 886 | Direct Services-WR-GED-ABE | \$16,156.00 | \$19,388.00 | \$22,619.00 | \$25,850.00 |
| 838 | Direct Customer Training | \$2,625.00 | \$3,150.00 | \$3,675.00 | \$4,200.00 |
| 828 | Support Services | \$7,313.00 | \$8,775.00 | \$10,238.00 | \$11,700.00 |
| | Total: | \$156,250.00 | \$187,501.00 | \$218,751.00 | \$250,000.00 |

² Administrative costs cannot exceed 10% of total funds requested.

Attachment 3: Partnership Chart

List all partner organizations that will contribute to the program with compensation. All compensated partners **must** be included in the Partnership Chart or costs associated with any unlisted partners may be disallowed. All compensated training partners/providers must be listed and be MOHE compliant (or compliant with regulatory body with oversight as applicable), regardless of whether they are vendors or sub-contractors. See the Partnership section of the ACP Operations Guide to determine if the partner is required to have a contract/MOU on file for services being provided with these funds. *If a partner has a potential conflict of interest, such as providing donations to the applicant or sitting on the applicant’s board of directors, joint directors/leadership, attach a letter of disclosure explaining the relationship of the partner to the applicant organization.*

| Type of Organization <i>(e.g., employer, educational institution, non-profit, consultant, financial management services, etc.)</i> | Name and Address of Organization | Type of Commitment <i>(Case Mgmt., Training, Accounting Time, Staff, Resources, Space, Referrals, etc.)</i> | Contact Person Name Email Address Telephone Number | Conflict of Interest Disclosure Needed | Signed Contract/MOU on file | Approximate total amount of compensation from grant ³ | Responsible for Workforce One Data Entry |
|---|----------------------------------|--|--|--|-----------------------------|--|--|
|---|----------------------------------|--|--|--|-----------------------------|--|--|

³ Subrecipients receiving over \$50,000 must be monitored by your organization. All subrecipient monitoring and contract documents must be made available to DEED upon request.

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App ID # P2P-ORCP-2024-City Of Du-3

| | | | | | | | |
|------------------------------------|--|--|---|--|--|--------------|--|
| Non-Profit Organization 501(c)3 | SOAR Career Solutions 205 w 2nd St Suite 101, Duluth | <p>SOAR Career Solutions is our primary workforce partner for the On-ramp project. Both SOAR and DWD will conduct outreach and recruitment. SOAR will hold primary responsibility for enrollment and Navigation, including case management, job placement assistance, and issuing support services. SOAR will also provide work readiness preparation, including Mind Over Matters and Career Quest. DWD will provide oversight and coordination among partners, contract management, monitoring, and reporting. For those wishing to continue their education, DWD will offer enrollment in Bridge or Individualized. DWD will also be responsible for employer engagement to support both training and employment placement.</p> <p>In addition to our core partners, DWD and SOAR maintain collaborative relationships with a number of community organizations serving the target populations. We have worked to create an accessible, 'no wrong door' approach where individuals seeking workforce and training services can enter through a network of organizations, be assessed for skills, interests, and barriers, and then matched with</p> | Emily Edison eedison@soarcareers.org (218) 722-3126 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$140,159.00 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|------------------------------------|--|--|---|--|--|--------------|--|

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| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | <i>the right pathway and program for their needs. This network includes BIPOC-led organizations like Family Freedom Center, Community Action Duluth, Family Rise Together, Life House, Healthy Alliances for All, and others. Our overall goal is to engage/re-engage more people in the labor force, and to provide training through a combination of entry points based on individual needs and circumstances, with connection to in-demand, living-wage careers. We also refer participants to these organizations for supports with comprehensive needs like housing, mental health, health insurance, financial coaching, and other services.</i> | | | | | |
|--|--|--|--|--|--|--|--|

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| | | | | | | | |
|------------------------|---|---|---|--|--|-------------|--|
| Public School District | Duluth Adult Education 325 W 1st St 3rd Fl, Duluth | Duluth Adult Education is our ABE partner, and will be responsible for assessing math and reading levels through CASAS testing. Based on assessment results and the participant's employment and education goals, DAE will also offer On-Ramp certificate training as well as contextualized learning opportunities that meet individual participant needs. On-ramp certificates available through DAE include Northstar Digital Literacy, Information Literacy, Paraprofessional, Introduction to Healthcare, Introduction to Construction, and Introduction to Manufacturing. On-ramp certificates offered through DAE are online and self-paced, offering maximum flexibility to participants. Instructors from DAE will host drop-in office hours at SOAR, offering CASAS testing as well as one-on-one learning and digital navigation support for all On-ramp certificate training. They also host weekly drop-in hours at their facility located two blocks away, to benefit participants for whom assistance is needed to support online learning. For participants without a GED or diploma, DAE offers in-person and virtual instruction and testing. | Angie Frank angie.frank@isd709.org (218) 336-8725 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$25,850.00 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|------------------------|---|---|---|--|--|-------------|--|

2024724

Attachment 4: Terms and Conditions

TERMS & CONDITIONS

DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT (DEED) – EMPLOYMENT & TRAINING PROGRAMS (ETP) DIVISION

This exhibit provides the 1) Contacts, 2) Funding Information and Limitations, 3) Items required during the Grant Period, 4) Special Administrative Provisions Required and 5) Annual Items, sent on First Award of Fiscal Year.

1) CONTACTS:

Marc Majors
Deputy Commissioner of Workforce Development
(651) 259-7595
Marc.Majors@state.mn.us

Jenilee Drilling
Adult Career Pathways Program Coordinator
(651) 259-7530
Jenilee.Drilling@state.mn.us

Ann Meyers
Supervisor, Adult Career Pathways
(651) 259-7174
Ann.Meyers@state.mn.us

Zukiswa Mpande-Olson
Adult Career Pathways Program Coordinator
(651) 539-1429
Zukiswa.Mpande-Olson@state.mn.us

Vanessa Roman
Employment & Training Coordinator
(651) 259-7578
Vanessa.Roman@state.mn.us

Mee Xiong
Adult Career Pathways Program Coordinator
(651) 355-0361
Mee.Xiong1@state.mn.us

Laura Dale
Adult Career Pathways Program Coordinator
(651) 259-7519
Laura.Dale@state.mn.us

Fiscal/Monitoring Contacts

Supervisor/Monitoring
(651) 259-7574
Shannon.Rolf@state.mn.us

Colleen Schwab
Fiscal/ Finance Activities
(651) 259-7589
Colleen.Schwab@state.mn.us

Reimbursement Payment Request (RPR) Submittal Address:

DEED.FSR@state.mn.us

Workforce One website for submitting service desk ticket:

<https://apps.deed.state.mn.us/survey/ticket.shtml>

Updated 1/17/2024

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Attachment 4: Terms and Conditions

2) FUNDING INFORMATION AND LIMITATIONS:

Unique Entity ID (UEI): Grantee must be registered and current with <https://sam.gov/content/duns-uei>

Cost Category Definitions: See Planning Instructions

Administration Limit: No more than ten percent (10%) may be expended for administration. *(10% of the total award amount or 10% of the total amount expended at grant close, whichever is less.)*

3) ITEMS REQUIRED DURING THE GRANT PERIOD:

Grant Program Monitoring Guide— Complete and return to program monitor when instructed to do so.

As applicable, Monthly Reimbursement Payment Request (RPR) – Template (for completion) – Due no later than the 20th of the month following the preceding month end (i.e. July, 2018 RPR is due August 20, 2018). Report accrued monthly expenditures.

Progress Report Format – Completed Quarterly

4) SPECIAL ADMINISTRATIVE PROVISION REQUIRED:

Grantees must conduct at least one monitoring visit and complete a financial reconciliation of expenditures for their subrecipients receiving over \$50,000 in State funds. The monitoring and financial reconciliation must be completed before final payment is made (Policy Number: 08-10, Policy on Grant Monitoring, Rev. 2016). The Code of Federal Regulations (CFR) outlines monitoring and auditing requirements for subrecipients of federal awards (2CFR 200.311). Grantees are responsible for review, interpretation, and application of these regulations.

5) ANNUAL ITEMS, SENT ON FIRST AWARD OF FISCAL YEAR:

If you have multiple grants with DEED Employment and Training, these items are only required to be submitted by the organization once per fiscal year, regardless of the number of grants.

Fiscal Monitoring Guide - Complete and return to WSCD.Notifications@state.mn.us within 30 days from receipt of grant package

Annual Assessment - Complete and return to WSCD.Notifications@state.mn.us within 30 days from receipt of grant package

EO ADA Annual Assessment – Complete and return to WSCD.Notifications@state.mn.us within 30 days from receipt of grant package

STATE OF MINNESOTA

PROJECT SPECIFIC PLAN (PSP)

ORIGINAL

Master Contract Number: DULUTH2024M

Term of Master Contract: 8/15/2023 - 6/30/2028

Master SWIFT Contract Number: 231738

Grant ID Number: 4047801

| GRANTOR / STATE | GRANTEE |
|---|--|
| Employment and Training Programs Division MN Department of Employment and Economic Development Great Northern Building, 180 E. 5 th Street, Suite 1200 Saint Paul, MN 55101 | City of Duluth Workforce Development 402 West 1 st Street Duluth, MN 55802 |
| GRANT MANAGER CONTACT | GRANTEE CONTACT |
| Name and Title: Jenilee Drilling, Grant Coordinator Phone: 651-259-7530 Email: Jenilee.drilling@state.mn.us | Name and Title: Elena Foshay, Director Phone: 218-730-5241 Email: efoshay@duluthmn.gov |

Required Attachments: Attachment 1: Work Plan
Attachment 2: Budget
Attachment 3: Partnership Chart
Attachment 4: Terms and Conditions

COMPLETED BY DEED:

| | | | |
|--|---|--|------------|
| Program Name: SFY 24-25 Bridge to Career Pathways P2P, City of Duluth Workforce Development | | | |
| Start Date¹: | | SWIFT Contract Number: | 243989 |
| Execution Date²: | | SWIFT PO Number: | 3000547890 |
| End Date: | 06/30/2025 | SWIFT Vendor Number + Location: | 0000197681 |
| Amount: | \$325,000.00 | Procure-It Number: | 83840 |
| Match / Leverage Required: | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | NGA Number: | 23-11 |
| AFS Signature: <i>Robin Culbertson</i> | Encumbrance Date: 02/22/24 | | |

SUBMITTED BY GRANTEE:

I certify that the information contained in the attached Work Plan and Budget, labeled Attachment 1 and Attachment 2, respectively, is true and accurate to the best of my knowledge and I agree that this PSP is subject to all provisions of the Master Grant Contract Agreement which is incorporated by reference. I further certify that I am authorized to submit this PSP on behalf of the Grantee.

Signature: *Elena Foshay* **Date:** 02/22/24

Printed Name and Title of Grantee's Authorized Representative: Elena Foshay, Director of Workforce Development

APPROVED BY (GRANTOR / STATE)

I have reviewed and approved the attached PSP which is referenced in and incorporated as an amendment to the Master Grant Contract Agreement indicated herein.

Signature: *Marc Majors* **Date:** 2/28/24

Printed Name and Title of State's Authorized Representative: Marc Majors, Director, Employment and Training Programs Division

¹ Or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later.

² Start and execution date are the same in the first year of the biennium; start date may precede execution date in the second year of the same.

EXHIBIT A - 1

Notice of Grant Action (NGA)

NGA 23-11

Minnesota Department of Employment and Economic Development
Master Grant Agreement #DULUTH2024M & #DULUTH2024M
 SC 172729 & 231738

Effective Master Grant Agreement Date: April 1, 2020 - March 31, 2025 & August 15, 2023 - June 30, 2028
 Unique Entity ID (UEI): S3MZF8JXGJ3

GRANTEE:

City of Duluth
 Workforce Development
 WDA #4
 402 West First Street
 Duluth, MN 55802-1102

GRANTOR-STATE: MN Dept of Employment and Economic Development
 Employment and Training Programs (ETP) Division
 1st National Bank Building
 332 Minnesota Street, Suite E200
 Saint Paul, MN 55101-1351

FUNDING SUMMARY

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | DEED USE | |
|--|-------------------------|----------|-----------------------|------------------------|-----------------------|-----------------------|--------|------------|-------|------------|-------------------|
| Title ID/Name | Performance Period | Grant ID | Prior Level | Obligation this Action | New Level | Total Award/Amount | CFDA | CFDA Name | NGA | SWIFT P.O. | SWIFT Contract ID |
| FEDERAL | | | | | | | | | | | |
| PY23 WIOA Youth Formula Grant | 04/01/2023 - 03/31/2025 | 3043600 | \$264,511.00 | \$0.00 | \$264,511.00 | \$264,511.00 | 17.259 | WIOA Youth | 1 | 3-513801 | 230277 |
| PY23 WIOA Adult 2nd Allotment | 07/01/2023 - 06/30/2025 | 3043100 | \$201,525.00 | \$0.00 | \$201,525.00 | \$201,525.00 | 17.258 | WIOA Adult | 2,8 | 3-520860 | 233094 |
| PY23 WIOA DW | 07/01/2023 - 06/30/2025 | 3048000 | \$82,219.00 | \$0.00 | \$82,219.00 | \$82,219.00 | 17.278 | WIOA DW | 2,8,9 | 3-520993 | 233199 |
| PY23 Senior Community Service Employment Program (SCSEP) | 07/01/2023 - 06/30/2024 | 3045100 | \$91,942.00 | \$0.00 | \$91,942.00 | \$91,942.00 | 17.235 | SCSEP | 6,7 | 3-523298 | 234556 |
| OTHER | | | | | | | | | | | |
| SFY24 State Dislocated Worker | 07/01/2023 - 06/30/2025 | 3048500 | \$211,226.00 | \$0.00 | \$211,226.00 | \$211,226.00 | N/A | N/A | 2 | 3-521250 | 233439 |
| SFY24 Minnesota Youth Program | 07/01/2023 - 09/30/2023 | 4046400 | \$317,282.00 | \$0.00 | \$317,282.00 | \$317,282.00 | N/A | N/A | 3 | 3-524092 | 234180 |
| SFY24 Youth at Work | 07/01/2023 - 06/30/2024 | 4048801 | \$236,800.00 | \$0.00 | \$236,800.00 | \$236,800.00 | N/A | N/A | 4 | 3-522882 | 234356 |
| SFY24 Youth Support Services | 07/01/2023 - 06/30/2024 | 4041800 | \$35,000.00 | \$0.00 | \$35,000.00 | \$35,000.00 | N/A | N/A | 5 | 3-522883 | 234357 |
| SFY24-25 P2P On-Ramp | 02/22/2024 - 06/30/2025 | 4047800 | \$250,000.00 | \$0.00 | \$250,000.00 | \$250,000.00 | N/A | N/A | 10 | 3-547887 | 243986 |
| SFY24-25 P2P Bridge | 02/28/2024 - 06/30/2025 | 4047801 | \$0.00 | \$162,500.00 | \$162,500.00 | \$162,500.00 | N/A | N/A | 11 | 3-547890 | 243989 |
| SFY24-25 P2P ITP | 02/28/2024 - 06/30/2025 | 4047802 | \$0.00 | \$150,000.00 | \$150,000.00 | \$150,000.00 | N/A | N/A | 11 | 3-547888 | 243987 |
| TOTAL | | | \$1,690,505.00 | \$312,500.00 | \$2,003,005.00 | \$2,003,005.00 | | | | | |

APPROVED BY:

Cschwab for Jill Roberts
 Jill Roberts, Director
 Employment and Training Programs (ETP) Division

DATE ISSUED: 2/28/2024

The approved Project Specific Plan, along with this NGA, and attached workplan and budget are releasing funding under the DULUTH2020M and DULUTH2024M State/Federal Master Grant Agreement with DEED.
 See Attachment 3 for DEED's Contacts and Additional Terms and Conditions.

RPR = Reimbursement Payment Request

For questions, contact Jill Roberts at 651-259-7580 or jill.roberts@state.mn.us

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SFY24-25 P2P Bridge, City of Duluth, Grant #4047801

App ID # P2P-BCP-2024-City Of Du-6

Attachment 1: Work Plan**SFY 24-25 Bridge to Career Pathways Grant Summary Sheet**

| Organization Information | | | |
|--|---|----------------------------------|------------------------------------|
| 1. Organization Name: | City of Duluth Workforce Development | | |
| 2. Organization Type: | <input type="checkbox"/> 501(c)3 <input checked="" type="checkbox"/> Public/Gov't <input type="checkbox"/> Other | | |
| 3. Organization Website: | https://duluthmn.gov/workforce-development/ | | |
| 4. Physical Address: | 402 W 1st Street Duluth, MN 55802-1102 | | |
| 5. Mailing Address: | 402 W 1st Street Duluth, MN 55802-1102 | | |
| 6. Executive Director Name: | Elena Foshay | 7. Program Contact Name: | Betsy Hill |
| 8. Executive Director Title: | Director of Workforce Development | 9. Program Contact Title: | Workforce Development Technician 2 |
| 10. Telephone Number: | (218) 730-5241 | 11. Telephone Number: | (218) 730-5228 |
| 12. Email: | efoshay@duluthmn.gov | 13. Email: | bhill@duluthmn.gov |
| 14. Federal Tax ID: (required) | 41-6005105 | 15. Minnesota Tax ID: (required) | 8021696 |
| 16. SWIFT Vendor ID: (required) | 0000197681 | 17. UEI Number: (required) | S3MZFK8JXG13 |
| Program Information | | | |
| 18. Program Name: | Bridge to Healthcare Careers | | |
| 19. Program Summary: | P2P Bridge funding will support training in high-demand occupations offering family-supporting wages and career advancement. Participants will receive training leading to industry-recognized credentials, combined with academic support through our ABE partner. All participants will receive wraparound case management, and assistance with placement in employment or further education upon completion. | | |
| 20. Geographic Area Served by Program: | St. Louis, Lake, Carlton counties and surrounding counties | | |
| 21. Target Population to be Served: | <p>This project will serve adults at least 18 years old who are not enrolled in any K-12 school, who face multiple barriers to employment, and who need enhanced educational and supportive services to be successful in securing long-term family sustaining wages.</p> <p>All participants enrolled will be part of one or more of the following target populations:</p> <ul style="list-style-type: none"> • Individuals of color • Individuals lacking stable housing • Individuals with a criminal record • Individuals without a high school diploma or equivalent • Individuals with disabilities | | |

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| | |
|---|---|
| | <ul style="list-style-type: none"> • Individuals who have been unemployed for 26 or more of the past 52 weeks • Individuals with limited English or math proficiency • Individuals at or below 200% of the Federal Poverty Guideline |
| 22. Total Amount of DEED Funds Awarded: | \$325,000.00 |
| 23. Number of Participants to be Enrolled into Program: | 47 |
| 24. Cost Per Participant: <i>according to funds awarded/enrolled participants</i> | \$6,914.89 |
| 25. Cost per Certificate/Credential attained: <i>according to funds awarded /participants attain certificate or credential</i> | \$9,285.71 |
| 26. Cost per exit to employment: <i>according to funds awarded /exit to employment participants</i> | \$11,607.14 |
| 27. Program Components: | Select all the components of your program <input checked="" type="checkbox"/> GED/ABE <input type="checkbox"/> Work Experience <input checked="" type="checkbox"/> Work Readiness <input checked="" type="checkbox"/> Credential Training <input checked="" type="checkbox"/> Certificate Training <input checked="" type="checkbox"/> Other <u>Support Services</u> |
| 28. Name of Certificate(s) to be awarded: <i>(If applicable)</i> | N/A |
| 29. Name of Credential(s) to be awarded: <i>(If applicable)</i> | Certified Nursing Assistant, Trained Medication Aide, Health Services, Intro to Human Services |
| 30. Training Provider(s): | Training Providers: Lake Superior College, Fond du Lac Tribal and Community College |
| 31. Training Provider(s) is Minnesota Office of Higher Education Compliant? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 32. Compensated Partners: | Duluth Adult Education; SOAR Career Solutions; Lake Superior College; Fond du Lac Tribal and Community College |
| 33. Adult Basic Education Partner: | Duluth Adult Education |
| 34. SNAP E&T Reimbursement Program: <i>(Indicate interest in applying for this program)</i> | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

Attachment 1: Work Plan

Narrative

Program Summary

Duluth Workforce Development will provide Bridge training in high-demand occupations offering family-supporting wages and career advancement. We will support a total of 47 individuals over two years for a range of occupations in healthcare. Participants will receive training leading to industry-recognized credentials, combined with academic support through our ABE partner. All participants will receive wraparound case management, and assistance with placement in employment or further education upon completion.

Through the Healthcare Bridge grant, we will offer four cohort-based training classes: Two Certified Nursing Assistant, which is a starting point in a Nursing or other direct patient care career; one Health Services (Healthcare Office), which is a starting point for Medical Assistant or other healthcare office jobs; and one Intro to Human Services, which is a starting point for social work or similar jobs. We will also offer tuition assistance for those C.N.A. graduates who wish to earn their Trained Medication Aide credential through Lake Superior College. Classes will include work readiness as well as active employer involvement through presentations, mock interviews, and site visits.

We will serve individuals living in Carlton, St. Louis, Lake Counties, and surrounding counties who are eligible based on the P2P eligibility guidelines.

Program Components

Work Readiness Training Work readiness is integrated throughout training, with DWD and SOAR staff integrating learning sessions focused on career pathway orientation and employment readiness into each week of training. Employers will bring guest speakers to class to share their day-in-the-life perspective on relevant occupations. They will also assist with mock interviews and share insights on the application and hiring process. Duluth Adult Education will integrate core work readiness and study skills into their instruction, such as how to understand a pay stub, write a professional email, and take a written and online test.

Bridge Certificate Options:

We plan to offer four types of contextualized training classes through this project:

- Certified Nursing Assistant training – Lake Superior College
- Trained Medication Aide – Lake Superior College
- Health Services (Intro to Medical Office) – Lake Superior College
- Intro to Human Services – Fond du Lac Tribal and Community College

Duluth Adult Education is our ABE partner, and will conduct CASAS testing to assess math/reading skills. DAE will also offer digital literacy training on an as-needed basis, through their drop-in access to Northstar Digital Literacy. DAE will provide contextualized instruction both before technical training begins, and integrated throughout, to ensure students receive the academic support needed to complete their credential. DAE instructors actively collaborate with college instructors, as well as DWD and SOAR navigators, to support participants throughout training.

Support Services funds (\$100 or less per class) will be used for end of cohort class celebrations to provide an opportunity for partners to come together as classes achieve their credential goals, for awarding of credentials

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and, perhaps most importantly, to allow the graduates to network with employer partners. Grantee will provide graduation treats and refreshments upon successful completion of cohort approximately \$100 per cohort. This will be included in the Support Services cost category.

Retention Services:

Retention services are monetary and non-monetary services provided to support participants after they have achieved their long-term goal, as defined on the participant's IEP. Navigators will provide retention and follow up services to participants obtaining unsubsidized employment for 90 days, as long as funds are available and prior to the grant close date. The "Employed Full-Time," or "Employed Part-Time," and the "Retention" activities will be opened in WF1 and live, one-on-one monthly contact will be maintained during the retention period and will be documented through case notes in WF1. If a participant requests supportive services during the 90-day retention period, their request will be evaluated based on eligible costs, budget and barriers identified in their Individual Employment Plan.

Navigators will exit participants from the P2P Bridge program in WF1 upon successful completion of a minimum of a 90-day retention period.

Staffing for the Program

Partners implementing this project include SOAR Career Solutions and Duluth Adult Education as well as Duluth Workforce Development (DWD) staff.

SOAR Career Solutions (SOAR) Career Specialists (CS) will serve as Navigators, and be the central point of contact for the participant starting with enrollment, through work readiness and certificate training, and including employment placement and retention. SOAR staff will hold primary responsibility for WF1 data entry for approximately half of Bridge training participants. SOAR's Assistant Program Director will oversee navigation services and data collection, and the Program Director will manage reporting and coordination with partners. The Finance Director will handle invoicing and overall management of SOAR's sub-grant, including maintenance of all required documentation. The Communications and Development Manager will assist with marketing and outreach. And the Executive Director will provide general oversight and staff supervision

Duluth Workforce Development's career pathways program lead will provide general project oversight and partner coordination, and conduct regular program monitoring, as well as managing employer engagement tied to the project. DWD staff will assist with outreach, recruitment, and pre-screening for eligibility before referring to SOAR for enrollment. The DWD Operations Manager is responsible for contract and budget oversight, and a .25 FTE dedicated staff member in the auditor's office is responsible for fiscal management. Overall department oversight and staff supervision is provided by the Director of Workforce Development

DWD staff working on the grant will be:

Elena Foshay, Director of Workforce Development

Carol Turner, Operations Manager

Betsy Hill, Workforce Development Technician II

Hannah Grunzke, Employment Technician

Ali Haworth, Workforce Development Technician I

Alex Arend, Workforce Development Technician I

Jamie Sands, Information Technician

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Lori Davey, Auditor

Duluth Adult Education will provide licensed Teachers for instruction in On Ramp Credentialed training as well as administrative staff for reporting and coordination and administering of the CASAS goals assessment.

Enrollment Process

Participants meet with a Navigator (either in person, over the phone or virtually) to initially determine eligibility and for a structured interview that serves as an initial assessment of employability. The Navigator will determine a client's eligibility by completing an employability assessment and gathering proper documentation and identification required for enrollment. After the Navigator determines that the person meets the eligibility criteria and that the training is a fit for the person's goals, they are asked to participate in skill and interest assessments to confirm.

Once it is determined that Bridge training is the right path, the Navigator conducts a comprehensive intake that assesses work and educational history, skills and strengths, and any barriers to completing education or obtaining employment. The participant and Navigator collaborate to write an Individual Employment Plan, which is revisited at least once per year. Support services needs are identified and made available, including transportation assistance and work clothes/shoes. During training, Navigators visit campus every couple of weeks to check in on participants and address any challenges. Navigators also meet with participants to plan for job placement and/or continued education, and additional support needs. Communication during and after training is frequent, and can take place by phone, email, text message, or in person.

Assessments

All participants will be assessed to determine whether On-ramp, Bridge, or Individualized is the best starting point, based on math/reading skills, career interests, and goals. Prior to enrollment in Bridge, comprehensive assessments will be performed DWD and SOAR to verify participant readiness for training and employment, and fit for their chosen career path. Assessments include as structured interview at application and enrollment with a trained Navigator, the RAISEC/Holland code interest assessment and the CASAS goals skills assessment through DAE to measure math and reading skills.

Support Services and Incentives

Support Services will be issued in alignment with DWD and SOAR policy. Common uses of support services will include gas cards, bus passes, clothing needed for job search or work and other items as needed and allowed. Direct Customer Training funds will be set aside to provide participants with computers if needed, as a computer is required to participate in training.

Support services will also include incentives for completion of program objectives, including but not limited to credential completion and verification of entry into employment or further education. See DWD and SOAR policy for more details.

Evaluation of Program

DWD Career Pathways Lead staff will meet weekly with SOAR counselors to discuss questions and progress toward grant goals as well as performing quarterly subgrantee monitoring to ensure that files are accurate and funds are being used appropriately.

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Staff will utilize the Grant Summary report in WF1 to monitor success as well as quarterly reports that will be submitted to DEED to reflect on progress toward goals and best practices and challenges.

Outreach and Recruitment

To recruit participants, we will utilize several strategies to both expand and deepen our impact. Our first priority is to enroll participants who have completed the On-ramp program that accompanies this proposal – or previous On-ramp training participants. We will also conduct outreach through social and earned media, community partners and events, and job fairs. Word of mouth is one of our top recruitment methods, so we will also reach out to past P2P participants to help spread the word. In this round, we also intend to increase the number of MFIP, Youth, and Older Worker program participants who are co-enrolled in P2P training classes, leveraging the case management offered through those programs to help provide additional support. Finally, we will reach out to employer partners to identify individuals from our target populations who could benefit from support for training that leads to career advancement.

Another key source of outreach for this project will be through Community Liaisons. These are a group of four contracted consultants with deep ties to the community and connections to our target populations. They have been working for more than three years to conduct grassroots, boots-on-the-ground outreach, engagement, and mentoring. They will connect their 'recruits' to On-ramp, Bridge, and Individualized training that best meets the needs and interests of the individual, and then support them through the enrollment process to ensure the recruits stay on track and follow through.

Attachment 1: Work Plan**Table**

Complete the work plan as applicable to your program in cumulative manner. Use additional pages as necessary. Numbers in each column should be cumulative from previous quarter(s).

| Measurable Outcome | Quarter 1 Grant Start Date through 09/30/2023 | Quarter 2 Grant Start Date through 12/31/2023 | Quarter 3 Grant Start Date through 03/31/2024 | Quarter 4 Grant Start Date through 06/30/2024 |
|---|--|--|--|--|
| Total Enrollments | 0 | 0 | 11 | 24 |
| Total Participants Enrolled in Work Readiness Training | 0 | 0 | 10 | 20 |
| Total Participants Enrolled in Bridge Training | 0 | 0 | 10 | 20 |
| Total Participants Completing Bridge Training | 0 | 0 | 0 | 8 |
| Total Industry Recognized Credentials Attained | 0 | 0 | 0 | 7 |
| Exits to Employment | 0 | 0 | 0 | 0 |
| • Exits to Employment related to training industry sector(s) | 0 | 0 | 0 | 0 |
| • Exits to Employment at or above \$16/hour | 0 | 0 | 0 | 0 |
| Participants Exited to Post-Secondary Programs | 0 | 0 | 0 | 0 |
| All Other Exits | 0 | 0 | 0 | 0 |
| Total Exits | 0 | 0 | 0 | 0 |

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| Measurable Outcome (continued) | Quarter 5 Grant Start Date through 09/30/2024 | Quarter 6 Grant Start Date through 12/31/2024 | Quarter 7 Grant Start Date through 03/31/2025 | Quarter 8 Grant Start Date through 06/30/2025 |
|--|--|--|--|--|
| Total Enrollments | 36 | 36 | 47 | 47 |
| Total Participants Enrolled in Work Readiness Training | 32 | 32 | 42 | 42 |
| Total Participants Enrolled in Bridge Training | 32 | 32 | 42 | 42 |
| Total Participants Completing Bridge Training | 18 | 26 | 26 | 33 |
| Total Industry Recognized Credentials Attained | 17 | 27 | 27 | 35 |
| Exits to Employment | 6 | 14 | 22 | 28 |
| • Exits to Employment related to training industry sector(s) | 5 | 12 | 20 | 24 |
| • Exits to Employment at or above \$16/hour | 5 | 12 | 20 | 24 |
| Participants Exited to Post-Secondary Programs | 2 | 2 | 4 | 4 |
| All Other Exits | 4 | 8 | 11 | 15 |
| Total Exits | 12 | 24 | 37 | 47 |

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Attachment 2: Budget**Cumulative Quarterly Budget**

Please complete the budget form in **cumulative format using dollar signs, decimal points, and cents (\$0.00)**. You are not required to use all cost categories. Please see [ACP Cost Category Guidance](#) to determine how to categorize expenditures. Note: Quarter 4 cannot exceed 50% of the awarded funds and second half of funds will be available on 07/01/2024.

TOTAL COST PER PARTICIPANT \$6,914.89 (Total DEED funds requested divided by the total number of participants)

| SFY24 - Total DEED Funds | | | | | |
|---------------------------------|---|--|--|--|--|
| Office Use Only | Cost Category | Quarter 1 Grant Start Date through 09/30/2023 | Quarter 2 Grant Start Date through 12/31/2023 | Quarter 3 Grant Start Date through 03/31/2024 | Quarter 4 Grant Start Date through 06/30/2024 |
| 833 | Administrative Costs¹ | \$0.00 | \$0.00 | \$8,125.00 | \$16,250.00 |
| 885 | Direct Services | \$0.00 | \$0.00 | \$39,073.00 | \$78,146.00 |
| 886 | Direct Services-WR-GED-ABE | \$0.00 | \$0.00 | \$9,680.00 | \$19,360.00 |
| 838 | Direct Customer Training | \$0.00 | \$0.00 | \$20,747.00 | \$41,494.00 |
| 828 | Support Services | \$0.00 | \$0.00 | \$3,625.00 | \$7,250.00 |
| | Total: | \$0.00 | \$0.00 | \$81,250.00 | \$162,500.00 |

¹ Administrative costs cannot exceed 10% of total funds requested.

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| SFY25 - Total DEED Funds | | | | | |
|--------------------------|-----------------------------------|--|---|---|---|
| Office Use Only | Cost Category | Quarter 5 Grant Start Date through 09/30/2024 Funds not available until 7/1/2024 | Quarter 6 Grant Start Date through 12/31/2024 | Quarter 7 Grant Start Date through 03/31/2025 | Quarter 8 Grant Start Date through 06/30/2025 |
| 833 | Administrative Costs ² | \$20,313.00 | \$24,375.00 | \$28,438.00 | \$32,500.00 |
| 885 | Direct Services | \$97,683.00 | \$117,219.00 | \$136,756.00 | \$156,292.00 |
| 886 | Direct Services-WR-GED-ABE | \$24,200.00 | \$29,040.00 | \$33,880.00 | \$38,720.00 |
| 838 | Direct Customer Training | \$51,868.00 | \$62,241.00 | \$72,615.00 | \$82,988.00 |
| 828 | Support Services | \$9,063.00 | \$10,875.00 | \$12,688.00 | \$14,500.00 |
| | Total: | \$203,127.00 | \$243,750.00 | \$284,377.00 | \$325,000.00 |

² Administrative costs cannot exceed 10% of total funds requested.

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Attachment 3: Partnership Chart

List all partner organizations that will contribute to the program with compensation. All compensated partners **must** be included in the Partnership Chart or costs associated with any unlisted partners may be disallowed. All compensated training partners/providers must be listed and be MOHE compliant (or compliant with regulatory body with oversight as applicable), regardless of whether they are vendors or sub-contractors. See the Partnership section of the ACP Operations Guide to determine if the partner is required to have a contract/MOU on file for services being provided with these funds. *If a partner has a potential conflict of interest, such as providing donations to the applicant or sitting on the applicant's board of directors, joint directors/leadership, attach a letter of disclosure explaining the relationship of the partner to the applicant organization.*

| Type of Organization (e.g., employer, educational institution, non-profit, consultant, financial management services, etc.) | Name and Address of Organization | Type of Commitment (Case Mgmt., Training, Accounting Time, Staff, Resources, Space, Referrals, etc.) | Contact Person Name Email Address Telephone Number | Conflict of Interest Disclosure Needed | Signed Contract/MOU on file | Approximate total amount of compensation from grant ³ | Responsible for Workforce One Data Entry |
|--|---|---|---|--|--|--|--|
| Public School District | Duluth Adult Education 325 W 1st St 3rd Fl, Duluth | Duluth Adult Education is our ABE partner and will conduct CASAS testing to assess math/reading skills. DAE will also offer digital literacy training on an as-needed basis, through their drop-in access to Northstar Digital Literacy. DAE will provide contextualized instruction both before technical training begins, and integrated throughout, to ensure students receive the academic support needed to complete their credential. DAE instructors actively collaborate with college instructors, as well as DWD and SOAR navigators, to support participants throughout training. | Angie Frank angie.frank@isd709.org (218) 336-8725 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$38,720.00 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

³ Subrecipients receiving over \$50,000 must be monitored by your organization. All subrecipient monitoring and contract documents must be made available to DEED upon request.

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| | | | | | | | |
|------------------------------------|--|--|--|--|--|--------------|--|
| Non-Profit Organization 501(c)3 | SOAR Career Solutions 205 W 2nd St #101, Duluth | <p>In addition to direct services provided by Duluth Workforce Development, our primary workforce development partner is SOAR Career Solutions. SOAR will collaborate on outreach and recruitment and will enroll and support roughly half of Bridge program participants. Both DWD and SOAR will work directly with participants to obtain and retain employment, issue support services, and address barriers that arise.</p> <p>In addition to our core partners, Duluth Workforce Development maintains collaborative relationships with a number of community organizations serving the target populations. We have worked to create an accessible, 'no wrong door' approach where individuals seeking workforce and training services can enter through a network of organizations, be assessed for skills, interests, and barriers, and then matched with the right pathway and program for their needs. This network includes BIPOC-led organizations like Family Freedom Center, Community Action Duluth, Family Rise Together, Life House, Healthy Alliances for All, and others. Our overall goal is to engage/re-engage more people in the labor force, and to provide training through a combination of entry points based on individual needs and circumstances, with connection to in-demand, living-wage careers. We also refer participants to these organizations for supports with comprehensive needs like housing, mental health, health insurance, financial coaching, and other services as needed.</p> | Emily Edison eedison@duluthmn.gov (218) 722-3126 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$101,897.00 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|------------------------------------|--|--|--|--|--|--------------|--|

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| | | | | | | | |
|--|--|---|---|--|--|-------------|--|
| Educational Institution (postsecondary) | Lake Superior College 2101 Trinity Rd, Duluth | Post-secondary institution partners include Lake Superior College, which will provide technical training for C.N.A., TMA, and Health Services credentials, and Fond du Lac Tribal and Community College, which will provide technical training for the Intro to Human Services class. These partners will provide credit-bearing courses leading to industry recognized credentials, with opportunities to transfer or apply credits to two-year degrees and certificates. They will also refer eligible students to Duluth Workforce Development for enrollment, and coordinate with Navigators and the ABE instructor to support student success. | Tom Kriske thomas.kriske@lsc.edu (218) 733-7600 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$54,750.00 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Educational Institution (postsecondary) | Fond du Lac Tribal and Community College 2101 14th St, Cloquet | Post-secondary institution partners include Lake Superior College, which will provide technical training for C.N.A., TMA, and Health Services credentials, and Fond du Lac Tribal and Community College, which will provide technical training for the Intro to Human Services class. These partners will provide credit-bearing courses leading to industry recognized credentials, with opportunities to transfer or apply credits to two-year degrees and certificates. They will also refer eligible students to Duluth Workforce Development for enrollment, and coordinate with Navigators and the ABE instructor to support student success. | Jeannie Kermeen jeannie.kermeen@fdltcc.edu (218) 879-0800 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$16,736.00 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Attachment 4: Terms and Conditions

TERMS & CONDITIONS

DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT (DEED) – EMPLOYMENT & TRAINING PROGRAMS (ETP) DIVISION

This exhibit provides the 1) Contacts, 2) Funding Information and Limitations, 3) Items required during the Grant Period, 4) Special Administrative Provisions Required and 5) Annual Items, sent on First Award of Fiscal Year.

1) CONTACTS:

Marc Majors
Deputy Commissioner of Workforce Development
(651) 259-7595
Marc.Majors@state.mn.us

Jenilee Drilling
Adult Career Pathways Program Coordinator
(651) 259-7530
Jenilee.Drilling@state.mn.us

Ann Meyers
Supervisor, Adult Career Pathways
(651) 259-7174
Ann.Meyers@state.mn.us

Zukiswa Mpande-Olson
Adult Career Pathways Program Coordinator
(651) 539-1429
Zukiswa.Mpande-Olson@state.mn.us

Vanessa Roman
Employment & Training Coordinator
(651) 259-7578
Vanessa.Roman@state.mn.us

Mee Xiong
Adult Career Pathways Program Coordinator
(651) 355-0361
Mee.Xiong1@state.mn.us

Laura Dale
Adult Career Pathways Program Coordinator
(651) 259-7519
Laura.Dale@state.mn.us

Fiscal/Monitoring Contacts

Supervisor/Monitoring
(651) 259-7574
Shannon.Rolf@state.mn.us

Colleen Schwab
Fiscal/ Finance Activities
(651) 259-7589
Colleen.Schwab@state.mn.us

Reimbursement Payment Request (RPR) Submittal Address:

DEED.FSR@state.mn.us

Workforce One website for submitting service desk ticket:

<https://apps.deed.state.mn.us/survey/ticket.shtml>

Updated 1/17/2024

Attachment 4: Terms and Conditions

2) FUNDING INFORMATION AND LIMITATIONS:

Unique Entity ID (UEI): Grantee must be registered and current with <https://sam.gov/content/duns-uei>

Cost Category Definitions: See Planning Instructions

Administration Limit: No more than ten percent (10%) may be expended for administration. *(10% of the total award amount or 10% of the total amount expended at grant close, whichever is less.)*

3) ITEMS REQUIRED DURING THE GRANT PERIOD:

Grant Program Monitoring Guide— Complete and return to program monitor when instructed to do so.

As applicable, Monthly Reimbursement Payment Request (RPR) – Template (for completion) – Due no later than the 20th of the month following the preceding month end (i.e. July, 2018 RPR is due August 20, 2018). Report accrued monthly expenditures.

Progress Report Format – Completed Quarterly

4) SPECIAL ADMINISTRATIVE PROVISION REQUIRED:

Grantees must conduct at least one monitoring visit and complete a financial reconciliation of expenditures for their subrecipients receiving over \$50,000 in State funds. The monitoring and financial reconciliation must be completed before final payment is made (Policy Number: 08-10, Policy on Grant Monitoring, Rev. 2016). The Code of Federal Regulations (CFR) outlines monitoring and auditing requirements for subrecipients of federal awards (2CFR 200.311). Grantees are responsible for review, interpretation, and application of these regulations.

5) ANNUAL ITEMS, SENT ON FIRST AWARD OF FISCAL YEAR:

If you have multiple grants with DEED Employment and Training, these items are only required to be submitted by the organization once per fiscal year, regardless of the number of grants.

Fiscal Monitoring Guide - Complete and return to WSCD.Notifications@state.mn.us within 30 days from receipt of grant package

Annual Assessment - Complete and return to WSCD.Notifications@state.mn.us within 30 days from receipt of grant package

EO ADA Annual Assessment – Complete and return to WSCD.Notifications@state.mn.us within 30 days from receipt of grant package



Workforce Development

402 West First Street
Duluth, Minnesota 55802

218-302-8400
218-730-5952 FAX
workforcedevelopment
@duluthmn.gov

Exhibit D

P2P PY24-25 Performance Goals

On-ramp

| Measurable Outcome (On-ramp) | Grant Start Date through 06/30/2025 |
|--|---|
| Total Enrollments | 35 |
| Total Participants Enrolled in Work Readiness Training | 28 |
| Total Participants Enrolled in On-Ramp Training | 28 |
| Total Work Readiness Certificates Attained | 22 |
| Total On-Ramp Certificates Attained | 22 |
| Exits to Employment | 28 |
| <ul style="list-style-type: none"> Exits to Employment related to training industry sector(s) | 15 |
| <ul style="list-style-type: none"> Exits to Employment at or above \$16/hour | 15 |
| Participants Exited to Bridge or Post-Secondary Programs | 2 |
| All Other Exits | 5 |
| Total Exits | 35 |

Exhibit D

Bridge

| Measurable Outcome (Bridge) | Grant Start Date through 06/30/2025 |
|--|-------------------------------------|
| Total Enrollments | 47 |
| Total Participants Enrolled in Work Readiness Training | 42 |
| Total Participants Enrolled in Bridge Training | 42 |
| Total Participants Completing Bridge Training | 33 |
| Total Industry Recognized Credentials Attained | 35 |
| Exits to Employment | 28 |
| <ul style="list-style-type: none"> Exits to Employment related to training industry sector(s) | 24 |
| <ul style="list-style-type: none"> Exits to Employment at or above \$16/hour | 24 |
| Participants Exited to Post-Secondary Programs | 4 |
| All Other Exits | 15 |
| Total Exits | 47 |

| | Total Enrollment - 01/01/2024-06/30/2025 | Enrolled in training - 01/01/2024-06/30/2025 | Complete Training | Exit to Employment | Exit to Further Training/ Apprenticeship |
|------------------------------------|--|--|-------------------|--------------------|--|
| <i>Goals</i> | | | | | |
| C N A - (2 cohorts) | 22 | 20 | 16 | 13 | 1 |
| TMA (LSC Regular Class) | 4 | 4 | 3 | 0 | 0 |
| Intro to Human Services (1 cohort) | 12 | 10 | 8 | 7 | 1 |
| Health Services (1 cohort) | 13 | 12 | 10 | 8 | 2 |
| Total - Healthcare Bridge | 47 | 42 | 33 | 28 | 4 |

Exhibit D

Individualized

| Measurable Outcome (Individualized) | Grant Start Date through 06/30/2025 |
|---|---|
| Total Enrollments | 18 |
| Total Participants Enrolled in Post-Secondary Training | 18 |
| Total Participants Completing Post-Secondary Training | 11 |
| Total Degree, Diploma, Certificates Attained | 11 |
| Total Experiential Learning Placements | 14 |
| Exits to Employment | 9 |
| • Exits to Employment related to training industry sector(s) | 8 |
| • Exits to Employment at or above \$16/hour | 9 |
| Participants Remained in School or Advanced Post-Secondary Programs Upon Exit | 6 |
| All Other Exits | 3 |
| Total Exits | 18 |

**P2P Partner Roles and Responsibilities Summary
State Fiscal Year 24 & State Fiscal Year 25**

Exhibit E

| Role and Responsibility | Duluth Workforce Development | SOAR Career Solutions | Lake Superior College and Fond du Lac Tribal and Community College | Duluth Adult Education |
|--------------------------------|---|--|---|---|
| Recruitment | <p>Conduct outreach and recruitment through a variety of channels</p> <p>Conduct eligibility screening and finalize class participant list</p> | <p>Conduct outreach and recruitment through a variety of channels</p> <p>Conduct eligibility screening and finalize class participant list</p> | <p>Share information about training through available communication channels</p> <p>Refer interested individuals to DWD and/or SOAR for eligibility screening</p> <p>Provide clear guidelines for requirements/prerequisites for LSC/FdL component of training</p> | <p>Share information about training through available communication channels</p> <p>Refer interested individuals to DWD and/or SOAR for eligibility screening</p> |
| Enrollment | <p>Screen applicants and enroll participants in Bridge and Individualized through Workforce One, ensuring all required paperwork is complete and prior to incurring any expenses</p> <p>Assist students in completing LSC or FdL enrollment steps by deadline</p> | <p>Screen applicants and enroll participants in On-ramp and Bridge through Workforce One, ensuring all required paperwork is complete and prior to incurring any expenses</p> <p>Assist students in completing LSC or FdL enrollment steps by deadline</p> | <p>Clearly communicate all enrollment process steps to partners</p> <p>Ensure all students are enrolled at LSC/FdL by the start of class</p> <p>Pro-actively communicate with DWD and SOAR case managers about enrollment problems/barriers to ensure they are resolved before class starts</p> | <p>Administer CASAS Goals test prior to enrollment</p> <p>Allow class time to complete LSC/FdL enrollment steps if needed</p> |

24724

**P2P Partner Roles and Responsibilities Summary
State Fiscal Year 24 & State Fiscal Year 25**

Exhibit E

| Role and Responsibility | Duluth Workforce Development | SOAR Career Solutions | Lake Superior College and Fond du Lac Tribal and Community College | Duluth Adult Education |
|--------------------------------|--|---|--|--|
| On-ramp Portion | Refer applicants testing below a 6 th grade level on reading or math, or requiring work readiness training or basic credential training, to SOAR for On-ramp enrollment | <p>Screen and potentially enroll applicants testing below a 6th grade level on reading or math, or requiring work readiness or basic credential training</p> <p>Provide basic work readiness skill development through Mind Over Matters and CareerQuest</p> <p>Develop a plan for employer engagement and opportunities for students to connect with employers</p> <p>Develop individual plan for attainment of On Ramp Credential(s) and job goal to achieve training-related employment at \$16/hour+</p> | No role during on-ramp | Provide math, reading, and On Ramp Credential instruction to on-ramp participants (for those seeking DAE-led credential classes) |
| Bridge Training | <p>Regularly check in with students and instructors on progress and support needs</p> <p>Communicate with instructors to help track</p> | Regularly check in with students and instructor on progress and support needs | Provide DAE instructor with class outline and materials to support pre-training preparation and participate in planning for curriculum and classroom | Communicate with job counselors to help track attendance and follow up with students who are struggling in class |

**P2P Partner Roles and Responsibilities Summary
State Fiscal Year 24 & State Fiscal Year 25**

Exhibit E

| Role and Responsibility | Duluth Workforce Development | SOAR Career Solutions | Lake Superior College and Fond du Lac Tribal and Community College | Duluth Adult Education |
|--------------------------------|---|--|--|--|
| | <p>attendance and follow up with students who are struggling in class</p> <p>Develop plan for employer engagement during the classes.</p> | <p>Communicate with instructors to help track attendance and follow up with students who are struggling in class</p> | <p>Integration between LSC/FdL and DAE instructors</p> <p>Track student attendance using sign-in sheets</p> <p>Communicate with job counselors to help track attendance and follow up with students who are struggling in class</p> <p>Provide effective and engaging career skills instruction in Health Services, CNA, Intro to Human Services</p> <p>Hire and provide adequate orientation and training on LSC/FdL systems and processes to LSC/FdL instructors</p> <p>Communicate TMA class dates and enrollment deadlines to DWD/SOAR</p> | <p>Provide bridge instruction as part of each training cohort</p> <p>Participate in curriculum and lesson planning coordination between LSC/FdL and DAE instructors</p> <p>Provide open lab and in class support to students to ensure learning objectives are achieved</p> <p>Assist LSC/FdL instructor in differentiating instruction to serve different students' needs</p> <p>Support individual and group work; Provide technology assistance</p> <p>Support students in developing study and test taking skills</p> <p>Assist students in catching up after an absence</p> |
| Work Readiness | <p>Provide one-on-one work readiness counseling to participants</p> <p>Assist participants in creating resumes and cover</p> | <p>Provide one-on-one work readiness counseling to participants</p> <p>Assist participants in creating resumes and cover</p> | <p>Ensure training curriculum effectively teaches skills required to succeed on the job</p> | <p>Assist in providing work readiness instruction</p> |

2024.7.24

**P2P Partner Roles and Responsibilities Summary
State Fiscal Year 24 & State Fiscal Year 25**

Exhibit E

| Role and Responsibility | Duluth Workforce Development | SOAR Career Solutions | Lake Superior College and Fond du Lac Tribal and Community College | Duluth Adult Education |
|--------------------------------|---|--|---|---|
| | letters and addressing barriers to employment | letters and addressing barriers to employment | | |
| Job Placement | <p>Identify training-related job opportunities and share with program participants</p> <p>Connect with employer partners to understand hiring processes and facilitate job applications</p> <p>Provide one-on-one job placement support to participants</p> <p>Work with LSC/FdL instructors to coordinate employer participation during training classes</p> | <p>Identify training-related job opportunities and share with program participants</p> <p>Provide one-on-one job placement support to participants</p> | Work with DWD to coordinate employer participation during training classes | n/a |
| Grant Management | <p>Provide overall budget oversight</p> <p>Convene and facilitate partner coordination meetings</p> | <p>Fulfill recruitment, enrollment, and placement goals laid out in sub recipient agreement</p> <p>Participate in partner coordination meetings</p> | <p>Actively participate in partner coordination meetings</p> <p>Assist in problem solving to ensure quality of student experience</p> | <p>Actively participate in partner coordination meetings</p> <p>Assist in problem solving to ensure quality of student experience</p> |

24724

**P2P Partner Roles and Responsibilities Summary
State Fiscal Year 24 & State Fiscal Year 25**

Exhibit E

| Role and Responsibility | Duluth Workforce Development | SOAR Career Solutions | Lake Superior College and Fond du Lac Tribal and Community College | Duluth Adult Education |
|--------------------------------|---|--|---|---|
| | <p>Monitor performance measures and perform subgrantee monitoring</p> <p>Submit quarterly reports to DEED</p> <p>Communicate with DEED as needed regarding modifications, questions, concerns</p> | <p>Draft and submit On-ramp quarterly report to DWD</p> <p>Designate point person to manage all components of program implementation including tracking timelines and deadlines</p> <p>Assist in problem solving to ensure quality of student experience</p> | <p>Designate point person to manage all components of program implementation including tracking timelines and deadlines</p> | <p>Designate point person to manage all components of program implementation including tracking timelines and deadlines</p> |

P2P Sub-Recipient Monitoring Schedule - SOAR

Grant Dates: start date through June 30, 2025

Exhibit F

| Sub-Recipient Monitoring Schedule | SFY24 and SFY25 - start date through June 30, 2025 | | | | | |
|---------------------------------------|--|-----------------|----------------|--------------|----------------|-----------------|
| | Jan-March 2024 | April-June 2024 | July-Sept 2024 | Oct-Dec 2024 | Jan-March 2025 | April-June 2025 |
| Fiscal Monitoring (a mimimum of once) | | | | | | |
| On Ramp to Career Pathways | | | planned | | | |
| Bridge to Healthcare Careers | | | planned | | | |
| Program Monitoring (Quarterly) | | | | | | |
| On Ramp to Career Pathways | planned | planned | planned | planned | planned | planned |
| Bridge to Healthcare Careers | planned | planned | planned | planned | planned | planned |

EMPLOYMENT AND ECONOMIC DEVELOPMENT

Annual

Administrative and Fiscal Monitoring Guide

To be completed by Employment and Training Program Providers/Grantees

Returned to the WSCD.Notifications@state.mn.us e-mail account.

State Fiscal Year (SFY) ~~2022~~ Example
Program Year (PY) ~~2021~~ Example

Minnesota Department of
Employment and Economic Development
Employment and Training Programs Division
Fiscal/Monitoring Unit

Updated June 28, 2021

Exhibit G - Example

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Exhibit G - Example**APPLICANT/GRANTEE INFORMATION**

Name of person submitting the form: Enter the name of the person submitting this form.

E-mail address: Enter e-mail address.

Agency: Enter name of organization.

Date Guide Completed: Enter the date the guide was completed.

ALTERNATIVE FORMATS

This guide is available in alternative format(s) upon request. To arrange to receive this guide in an alternative format, please contact:

Name of Contact: Karen Lilledahl

E-mail: Karen.lilledahl@state.mn.us

Phone Number: 651-259-7089 **TTY:** 651-296-3900

INTRODUCTION

This guide is one of the tools used to determine whether the Minnesota Department of Employment and Economic Development's (DEED) providers/grantees (referred to as grantee, moving forward) have developed and implemented sound administrative, financial and accounting strategies, policies, procedures, and systems to ensure the grantee (itself as an entity) and any subgrantees have the administrative and fiscal capacity, and financial health to carry out the activities of the grant, serve grant participants, manage the grant funds, and segregate the multiple funding sources to ensure optimal use of the grant funds. Monitoring is not only to be carried out by DEED at the grantee level, but also by the grantee at the subgrantee level.

The Annual Assessments/Local Unified Plan (as applicable), Equal Opportunity (EO) and Americans with Disabilities Act (ADA) Annual Assessment, and program monitoring reports, etc. will be reviewed as they relate to the various sections of this Guide.

Exhibit G - Example**INSTRUCTIONS**

Employment and Training Program (ETP) grantees are required to submit an Annual Administrative Fiscal Monitoring Guide to the Minnesota Department of Employment and Economic Development (DEED) to receive and continue to receive federal, state, and other funding.

The character field to key your answer in is depicted with instructions written in dark blue font, and a gray background will show when you hover over it.

Return this populated guide to: WSCD.Notifications@state.mn.us, with the following attachments, which are written in red font:

- **Liability Insurance Certificate**
- **Most recent audit report, if not on file with DEED.**
- **Inventory list of equipment and other purchases made with DEED grant funds (over \$5,000 per item).**
- **Organizational chart for the agency.**
- **Chart of accounts related to DEED's grants.**

All sections of this guide must be completed by the grantee.

STAFF, COMMENTS, QUESTIONS

To be completed by the grantee.

Grantee staff completing this guide:

1. Name: Enter grantee name.
Title: Enter grantee title.
E-mail Address: Enter grantee e-mail address.
2. Name: Enter grantee name.
Title: Enter grantee title.
E-mail Address: Enter grantee e-mail address.
3. Name: Enter grantee name.
Title: Enter grantee title.
E-mail Address: Enter grantee e-mail address.

Comments from the provider/grantee: Enter comments.

Questions for DEED staff: Enter questions here.

If you have any questions, comments, or concerns related to this guide, please contact your monitor (as indicated in the grant Terms and Conditions), or Chris Ortega at Chris.Ortega@state.mn.us.

Exhibit G - Example

REFERENCES**Uniform Guidance 2CFR 200****Subpart D:**

- Standards for Financial and Program Management (200.302 to 200.303)
- Payment (200.305)
- Procurement Standards (200.318 to 200.321)
- Performance & Financial Monitoring and Reporting (200.327 to 200.328)
- Uniform Guidance 2 CFR 200 (200.33)

Subpart F:

- Management Decision Letters (200.66)
- Sanctions (200.505)
- Audit Findings Follow-up (200.511)
- Audit Reporting (200.515)
- Criteria for a low-risk auditee (200.520)

Single Audit Act of 1996**Minnesota Office of Grants Management Policies and Statutes**

- Policy 08-01: Grants Conflict of Interest
- Policy 08-03: Publicizing Grants Notices and Requests for Proposal (rev. 2012)
- Policy 08-06: Financial Review of Nongovernmental Organizations (rev.12-2016)
- Policy 08-08: Grant Payments (rev. 10-2013)
- Policy 08-10: Grant Monitoring (rev. 12-2016)

Conflict of Interest Minnesota Statute 10A.07**Minnesota Data Privacy Practices****Salary and Bonus Limitations (if applicable)****WIOA Part 683-Administrative Provisions Under Title 1 of the Workforce Innovation and Opportunity Act****INTERNAL CONTROLS**

Per Uniform Guidance, below is a list of required written policies and procedures. Please check the box if you have these policies and enter the most recent policy date.

☐ Payments - (2 CFR 200.302(b)(6) and 2 CFR 200.305, **Dated:** Enter the date the policy was most recently updated.

☐ Allowable Costs - 2 CFR 200.302(b)(7), **Dated:** Enter the date the policy was most recently updated.

Exhibit G - Example

- ☐ Procurement - 2 CFR 200.318, **Dated:** Enter the date the policy was most recently updated.
- ☐ Competition - 2 CFR 200.319, **Dated:** Enter the date the policy was most recently updated.
- ☐ Method of Evaluation and Selection - 2 CFR 200.320, **Dated:** Enter the date the policy was most recently updated.
- ☐ Compensation-Personal Services - 2 CFR 200.430, **Dated:** Enter the date the policy was most recently updated.
- ☐ Compensation-Fringe Benefits - 2 CFR 431, **Dated:** Enter the date the policy was most recently updated.
- ☐ Employee Relocation Costs - 2 CFR 200.464, **Dated:** Enter the date the policy was most recently updated.
- ☐ Travel Costs - 2 CFR 200.474, **Dated:** Enter the date the policy was most recently updated.

1. Does the grantee have the following internal controls in place to provide reasonable assurance that grant operations will achieve the following objectives?

Effectiveness and efficiency of operations? ☐ Yes ☐ No

Reliability of reporting for internal and external use? ☐ Yes ☐ No

Compliance with applicable laws and regulations? ☐ Yes ☐ No

Do the policies and procedures above reflect proper segregation of duties?
☐ Yes ☐ No

2. Are duties for the following tasks segregated?

Recording ☐ Yes ☐ No

Custodian ☐ Yes ☐ No

Authorizing ☐ Yes ☐ No

Reconciliation ☐ Yes ☐ No

If not, do you have compensating controls in place to mitigate the internal control risk?
☐ Yes ☐ No

Note: A compensating control is an alternative control that if the primary control fails, there are other controls in place to mitigate any risk.

ACCOUNTING SYSTEMS

1. Is a chart of accounts or accounting structure maintained?
☐ Yes ☐ No
2. Are funds adequately segregated for grant fund reporting?
☐ Yes ☐ No

Exhibit G - Example

3. Is an accrual accounting system used?

☐Yes ☐No

If not, do you report on an accrual basis?

☐Yes ☐No

Definition of accrual: method under which revenues are recognized in the period they become available and measurable, and expenditures are recognized in the period the liability is incurred. Most government accounting follows this method.

PETTY CASH SYSTEM

1. Does your organization have petty cash?

☐Yes ☐No ☐N/A

If yes, please answer the following:

- a. Are the replenishments appropriately allocated to DEED's funds?

☐Yes ☐No

- b. How much money is kept in petty cash?

Enter how much money your organizations keeps in petty cash.

- c. How is petty cash safeguarded?

Enter how your organization safeguards petty cash.

- d. How often is petty cash reconciled or replenished?

Enter how frequently your organization reconciles or replenishes petty cash.

CASH RECEIPT AND DISBURSEMENT SYSTEM

1. Is there adequate segregation of duties between cash receipts and disbursements?

☐Yes ☐No

2. Is there adequate documentation to support all expenses reported on the general ledger?

☐Yes ☐No

3. Are there policies and procedures in place to identify and recapture improper payments?

☐Yes ☐No

If no, what process is in place to identify and recapture improper payments?

If no, enter what process is in place to identify and recapture improper payments.

4. Are vendor invoices compared and reconciled to purchase orders?

☐Yes ☐No

If no, why not?

If not, enter in why your organization doesn't compare and reconcile invoices to purchase orders.

Exhibit G - Example

5. Are invoices authorized for payment?
☐ Yes ☐ No
If no, why not?
If not, enter in why your organization doesn't authorize invoices for payment.
6. Are vendor account balances reviewed?
☐ Yes ☐ No
If no, why not?
If not, enter in why your organization doesn't review vendor account balances.
7. Are your bank account(s) covered by FDIC or FSLIC?
☐ Yes ☐ No
If yes, for what amount?
If yes, enter in the dollar amount of your organization's FDIC or FSLIC coverage.
8. Does the amount kept in any account exceed the FDIC or FSLIC coverage?
☐ Yes ☐ No
If yes, how are the funds in excess insured from loss?
If yes, enter how the funds in excess are insured from loss.
9. Are receipts deposited immediately?
☐ Yes ☐ No

REPORTING

1. Which monthly fiscal request is submitted to DEED?
☐ Financial Status Report (FSR)/Cash Advance Payment Request (CAPR)
☐ Reimbursement Payment Request (RPR)
2. Are there policies and procedures in place to ensure accurate financial reporting?
☐ Yes ☐ No
3. Are there policies and procedures in place to ensure that the reporting system is safeguarded, and security is limited to the appropriate staff?
☐ Yes ☐ No

PROGRAM INCOME**(REFERENCE 2 CFR200.80 OF THE OMB UNIFORM GUIDANCE)**

Program Income – The grant recipient's written program income policy and procedures describe the allowability of costs in accordance with Subpart E – Cost Principles and have been issued to key personnel and, if applicable, subgrantees. (U.S. DOL Employment and Training Administration, Core Monitoring Guide).

1. Do you have program income?
☐ Yes ☐ No
If yes, please answer the following questions:

Exhibit G - Example

- a. Do you have policies and procedures for program income requirements?
☐Yes ☐No
- b. Do you have a system in place to record and expend program income?
☐Yes ☐No
- c. Do you expend program income before expending grant funds?
☐Yes ☐No

COST CLASSIFICATION/PRINCIPALS

Cost Principals - There is written evidence that costs being allocated to the grant are allowable, being treated consistently over time and within the accounting system, are necessary, reasonable, and allocated to the grant based on benefit received.

1. Have written and uniform cost classifications for each cost category been developed?
☐Yes ☐No
- a. If yes, do you verify that these classifications are properly adhered to by subgrantee(s), if applicable?
☐Yes ☐No ☐N/A
- b. If no, then please explain why the cost classifications haven't been developed.
Enter why cost classifications haven't been developed.
2. Do you have written policies and procedures for distributing costs, staff time and administrative costs among funding streams, programs, etc.?
☐Yes ☐No
3. How do you allocate shared costs?
☐Cost Allocation Plan ☐Approved Indirect Rate
4. How do you allocate staff's time among the various grant programs they work on?
Enter how your organization allocates staff's time among the various grant programs they work on.
5. Is there written evidence, such as timesheets, used to allocate personnel time and costs?
☐Yes ☐No
If no, how is time allocated?
If no, please enter how your organization allocates time.
6. How do you ensure that the grant is not charged unallowable costs based on the cost principles and the provisions of the grant agreement?
Enter how your organization ensures that the grant is not charged unallowable costs based on the cost principles and provisions of the grant agreement.
7. Are you aware that DEED's grant funds cannot pay the cost of other programs?
☐Yes ☐No

Exhibit G - Example

ON-THE-JOB TRAINING (OJT)

1. Do you utilize OJT's?

☐ Yes ☐ No

If yes:

- a. Do you have an OJT monitoring process?

☐ Yes ☐ No

- b. Does monitoring include identifying the participant's progress and/or skill attainment during the training period?

☐ Yes ☐ No

- c. Are you aware of the new WIOA regulations when determining the amount of OJT reimbursement to the employer? (WIOA 680.730)

☐ Yes ☐ No ☐ N/A

- d. Do you have a contract with the required assurances?

☐ Yes ☐ No

AUDIT

1. Does DEED have a copy of your most recent audit report?

☐ Yes ☐ No

2. Has the audit report identified your agency as high risk?

☐ Yes ☐ No

3. Do you review your subgrantee's audit reports?

☐ Yes ☐ No ☐ We don't have subgrantees

EQUIPMENT PURCHASES/INVENTORY

Equipment is defined by the federal government in Uniform Guidance 2 CFR 200 (200.313) as ".....*tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.*" Purchasing equipment with DEED funds cannot occur within the second year of the grant period (if applicable). The grantee must submit a property/equipment inventory list of items purchased with DEED funds annually.

1. Do you have minimum insurance coverage for real property and equipment acquired with DEED grant funds?

☐ Yes ☐ No ☐ N/A

2. In the past year, has property and/or equipment (over \$5,000 per item) been purchased with DEED grant funds?

☐ Yes ☐ No

If yes, please answer the following questions:

Exhibit G - Example

- a. List items, date of purchase, and costs:
Enter items, date of purchase, and cost
 - b. Was prior approval received from DEED?
☐Yes ☐No
 - c. Are you aware that purchasing equipment in the second year of the grant is prohibited?
☐Yes ☐No
3. Do you conduct an inventory of equipment and is it reconciled at least once every two years?
☐Yes ☐No ☐N/A
 4. Do you have a process/policy in place to identify electronic devices and/or equipment that has been lost, damaged, stolen, or disposed of?
☐Yes ☐No
 5. Do you have assets such as bus cards, credit cards, gift cards, etc.
☐Yes ☐No
If yes, please answer the following questions:
 - a. Is inventory conducted on these assets?
☐Yes ☐No
If yes, how often is this conducted and by whom?
If yes, enter how often inventory is conducted and by whom.
 - b. How are these items safeguarded to prevent unauthorized use?
If yes, enter in how your organization has safeguarded these items to prevent unauthorized use.
 - c. How are these items tracked to ensure proper usage?
If yes, enter in how your organization tracks these items to ensure proper usage.
 6. Can you attest or confirm that you have made efforts where required or applicable to follow the "Buy American" Act for purchases of products or goods?
☐Yes ☐No

LIABILITY INSURANCE

Attach a copy of your liability insurance certificate and answer the following questions.

1. Does your liability insurance include employee dishonesty?
☐Yes ☐No
2. Does the coverage include participant work-related and/or training activities?
☐Yes ☐No ☐N/A
3. Has this coverage requirement been included in your subgrantee agreements?
☐Yes ☐No ☐We don't have subgrantees

Exhibit G - Example

Note: This is in addition to paid employment activities (work experience, On-the-Job Training (OJT)) covered by workers compensation.

PROCUREMENT SYSTEMS

1. Do you conduct procurement activities in a manner that promotes full and open competition?
☐ Yes ☐ No
2. Have you correctly identified each third-party as a subgrantee or a contractor?
☐ Yes ☐ No ☐ N/A
3. Do you understand the two roles (subgrantee or contractor) in accordance with the Uniform Guidance?
☐ Yes ☐ No
4. Do you conduct a risk assessment of your subgrantees?
☐ Yes ☐ No ☐ We don't have subgrantees

REQUEST FOR PROPOSALS (RFP)

1. Do you contract for administrative services, goods, and/or grant program services (Not including audit services)?
☐ Yes ☐ No

If yes: please answer the following questions.

- a. For which programs?
Enter your organization's contracted programs.
- b. Do you require the same contract provisions of a subgrantee that is similar to DEED's master contract (PSP) or stand-alone contract?
☐ Yes ☐ No ☐ We don't have subgrantees
- c. Do you have a policy or procedure in place to conduct fiscal and program monitoring of subgrantees?
☐ Yes ☐ No ☐ We don't have subgrantees
- d. Do you conduct financial reconciliations on all subgrantee agreements over \$50,000?
☐ Yes ☐ No ☐ We don't have subgrantees
- e. How often is a solicitation or RFP conducted?
Enter how often your organization conducts a solicitation or RFP.
- f. When was the last time an RFP was conducted for program services?
Enter how often your organization conducts a solicitation or RFP.
- g. Is the review criteria similar to the elements in Office of Grants Management Policy 08-02?
☐ Yes ☐ No

Exhibit G - Example

- h. Do you maintain a written code of conduct covering conflicts of interest and governing the actions of your employees or Board members engaged in the selection, award, and administration of contract?
☐Yes ☐No
2. Do you contract for audit services?
☐Yes ☐No
If yes, please answer the following questions:
- a. How often is an RFP conducted for audit services?
Enter how often your organization conducts an RFP for audit services.
- b. When was the last time an RFP was conducted for audit services?
Enter the last time your organization conducted an RFP for audit services.
3. Do you have noncompetitive (sole source) procedures?
☐Yes ☐No
4. How do you administer contracts and confirm the terms and conditions of the contracts are being met?
Enter how your organization administers contracts and confirms the terms and conditions of the contracts are being met.
5. Do you have a process for the closeout of contracts?
☐Yes ☐No
6. Does the contract closeout policies and procedures address the following issues:
- a. Final Payment?
☐Yes ☐No
- b. Final deliverable of goods and/or services?
☐Yes ☐No

PERSONNEL

1. Is there a current written personnel policy?
☐Yes ☐No
If yes, does the policy include the hiring procedures to fill staff vacancies supported by grant funds?
☐Yes ☐No
2. Are there current vacancies showing on the organizational chart?
☐Yes ☐No
If yes, do/does the vacancy(ies) affect the implementation of any DEED-funded grants?
☐Yes ☐No

Exhibit G - Example

3. Are appropriate grant staff properly insured and bonded?
☐ Yes ☐ No
If yes, who is bonded?
Enter the names of the grant staff who are insured and bonded.
If no, do you conduct background or qualification checks?
☐ Yes ☐ No
4. Has the grantee confirmed and disclosed in a timely manner, in writing, to DEED all violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award?
☐ Yes ☐ No ☐ N/A
5. Are salary and bonuses reasonable and comparable to the local labor market and within the Executive Level II salary cap? (TEGL 5-06).
☐ Yes ☐ No
6. Are bonuses, raises, and leave practices, covered in the written personnel policies?
☐ Yes ☐ No
7. Is there sufficient documentation to support the salaries and fringe benefits charged to DEED grants?
☐ Yes ☐ No
8. Is payroll certified by management?
☐ Yes ☐ No
9. Are leave requests used and signed by employees/participants/supervisors?
☐ Yes ☐ No
10. Are employees/participants paid only by check or direct deposit?
☐ Yes ☐ No
11. Do you retain payroll withholding forms for employees and participants?
☐ Yes ☐ No
12. Do employees directly time charge to grants based on activities conducted for each grant?
☐ Yes ☐ No
13. Is there a procedure for cross-training or rotation of duties for accounting personnel?
☐ Yes ☐ No

Adult Career Pathways
State Fiscal Year (SFY) 2024 - 2025
Sub-Recipient

Exhibit H

Grantee Obligations Acknowledgement Checklist

Please read and check all items to confirm that you understand all requirements. Sign and return this form with your work plan/contracting packet. If you have questions, please contact your program coordinator.

I understand:

Eligibility/Enrollment Elements

- ☐ and have read the "Documentation Needed to Support Participant Eligibility" for participant eligibility requirements including obtaining and retaining backup documentation to support a participant's eligibility.
- ☐ and have read the "Program Operations Guide" and understand that there are program requirements we must follow.
- ☐ and have read the "ACP Cost Category Guidance" and understand that there are fiscal requirements we must adhere to.

Workforce One (WF1)

- ☐ that my organization is required to enroll all eligible participants into the Workforce One (WF1) database.
- ☐ that all enrollment/eligibility documentation must be collected *before* enrolling a participant into WF1.
- ☐ that the participant's enrollment date must be on or after the date all supporting documentation is received.
- ☐ that all data (enrollments, case notes, activities, support services, credentials, employment data, exits, etc.) must be entered into WF1 within fifteen (15) business days of event date.
- ☐ that one-on-one contact/engagement is required for all enrolled participants at minimum, once every thirty (30) days and the contact must be documented in WF1.

Payment Requests (RPR/FSR) - due monthly, by the 20th of the following month

- ☐ that we are responsible for tracking ACTUAL incurred grant costs and submit \$0 RPR/FSR if no expenses are incurred.
- ☐ that we are responsible for retaining documentation of these costs and will submit to DEED staff upon request.
- ☐ that RPR payments are made on a reimbursement basis and will not be made unless all required reports have been submitted.
- ☐ that we cannot bill DEED for a participant until he/she/they are entered into WF1; back billing is not permitted.
- ☐ all expenses billed must be within the scope and detail of the approved work plan.
- ☐ all expenses associated with participants lacking enrollment/eligibility backup documentation will be disallowed.

Quarterly Reports -due April 30, July 30, October 30, and January 30.

- ☐ that my organization is required to submit a quarterly narrative that describes the progress of the award. (Due the 30th of the month following the end of the quarter.)

Modifications to the Grant

- ☐ that my organization must promptly notify DEED of any proposed change to the scope of the project, project activities, budget, work plan, grant expenditures, partners, or completion date and that any changes must be approved by DEED.
- ☐ that proposed changes are subject to approval by DEED and are not effective until all parties have signed a modification/amendment agreement.
- ☐ the project end date, is as stated in the Grant Agreement, and that any requests to extend or modify the contract are subject to approval by DEED and must be submitted, in writing, at least 60 days prior to the end of the contract.

Other

- ☐ that the appropriate staff will attend all onboarding, WF1 training, and 30, 60, 90-day check in sessions with DEED ACP staff.
- ☐ that my organization is required to monitor all subgrantees receiving \$50,000 or more of these grants' funds.
- ☐ that my organization, unless otherwise stated in legislation/grant paperwork, is limited to Administrative Costs that cannot exceed 10% of the grant award or 10% of the expended award, whichever is less.
- ☐ and have read the MN Office of Grants Management 08.01 conflict of interest policy and disclosed any actual, potential or perceived conflict(s).

Wage Data

- ☐ I am required to report placement and wage data for all individuals who receive training through the grant project.

Print the Name of your Organization and Grant program (WESA, P2P, SEA, SS, Direct Appropriation, MFRP, etc.)

Print Your Name and Title

Signature

Date

*This form is intended to ensure that those responsible for managing the grant are aware of grant requirements.
 For more information see <https://mn.gov/deed/programs-services/adult-career-pathways/>. This site will be updated regularly.
 Subscribe to the monthly Partner Express newsletter for important program updates.*

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P2P SFY 2024 and SFY 2025 Budget - SOAR - Bridge - Healthcare

Notes

Exhibit I

| Pathways to Prosperity SFY 2024 and SFY 2025 | Total (2-year) Budget | SFY 2024 (December 1, 2023 - June 30, 2024) | SFY2025 (July 1, 2024 - June 30, 2025) |
|---|-----------------------------|---|--|
| SOAR Career Solutions (SOAR) - Total Budget > | \$101,896.60 | \$50,661.80 | \$51,234.80 |
| 833 - Administration Costs | \$0.00 | \$0.00 | \$0.00 |
| 885 - Direct Services | \$90,515.60 | \$45,257.80 | \$45,257.80 |
| 838 - Direct Customer Training | \$4,281.00 | \$2,154.00 | \$2,127.00 |
| 828 - Support Services Costs | \$7,100.00 | \$3,250.00 | \$3,850.00 |

| | | | |
|--|-------------|-------------|-------------|
| 885 - Direct Services - Totals for All Agencies > Providing direct services to participants - salary/fringe for case management, career navigation, intake, assessment, orientation, IEP development, employment counseling, career planning, job development, pre-employment services (job search), Post-employment services (job retention), Rent, utilities; Staff travel/training; Short-term prevocational services (ABE) including instructional books and materials. | | | |
| SOAR Career Solutions - Total Direct Services > | \$90,515.60 | \$45,257.80 | \$45,257.80 |
| Staff Salaries/Fringe Benefits - Case Management, Intake, Assessment, Orientation, IEP Development, Counseling, Career Planning, Job Development, Pre-Employment Services (Job Search), Post-Employment Services (job retention), IRT - Outreach and recruitment | \$75,481.20 | \$37,740.60 | \$37,740.60 |
| Staff Travel, Training | \$500.00 | \$250.00 | \$250.00 |
| Admin | \$2,190.00 | \$1,095.00 | \$1,095.00 |
| Supplies/materials | \$8,474.40 | \$4,237.20 | \$4,237.20 |
| | \$3,870.00 | \$1,935.00 | \$1,935.00 |

| | | | |
|--|------------|------------|------------|
| 838 - Direct Customer Training - Totals for All Agencies > Participant tuition and required books, tools, uniforms, and fees. Staff salary/fringe in the classroom. Participant wages/fringe for work experience, OJT | | | |
| SOAR Career Solutions - Total Direct Customer Training > | \$4,281.00 | \$2,154.00 | \$2,127.00 |
| C N A background studies - \$54.50 each | \$599.50 | \$272.50 | \$327.00 |
| Health Services background studies - \$54.50 each | \$381.50 | \$381.50 | |
| Computers for participants | \$3,300.00 | \$1,500.00 | \$1,800.00 |
| Intro to Human Services background studies | \$0.00 | | |
| | \$0.00 | | |

Assume 11 participants enrolled
Assume 7 participants enrolled
\$300 per person - assume half will need one

| | | | |
|--|------------|------------|------------|
| 828 - Support Service Costs - Totals for All Agencies > Transportation, housing/rental assistance, health and medical costs, travel assistance, legal aid, personal counseling, interview or work clothing, tools, school supplies (notebooks, pens, etc.), bus passes/gas cards, books and tools not required with training, driver's license fees, reasonable (a portion of) car repair | | | |
| SOAR Career Solutions - Total Support Service Costs > | \$7,100.00 | \$3,250.00 | \$3,850.00 |
| Participant Support - General - Healthcare | \$4,600.00 | \$2,200.00 | \$2,400.00 |
| Participant work clothes - C N A extra scrubs | \$550.00 | \$250.00 | \$300.00 |
| Incentives for achieving goals - credential attainment | \$1,600.00 | \$800.00 | \$800.00 |
| Incentives for achieving goals - employment and retention | \$350.00 | | \$350.00 |
| | \$0.00 | | |
| | \$0.00 | | |
| | \$0.00 | | |

\$200 per person
\$50 per person
\$100 for credential completion, \$25 for proof of employment

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P2P SFY 2024 and SFY 2025 Budget - SOAR - On-ramp

Notes

Exhibit I

| Pathways to Prosperity SFY 2024 and SFY 2025 | Total (2-year Budget | SFY 2024 (December 1, 2023 - June 30, 2024) | SFY2025 (July 1, 2024 - June 30, 2025) |
|---|----------------------------|---|---|
| SOAR Career Solutions (SOAR) - Total Budget > | \$140,159.16 | \$70,022.27 | \$70,136.89 |
| 833 - Administration Costs | \$0.00 | \$0.00 | \$0.00 |
| 885 - Direct Services | \$124,259.16 | \$62,122.27 | \$62,136.89 |
| 838 - Direct Customer Training | \$4,200.00 | \$2,100.00 | \$2,100.00 |
| 828 - Support Services Costs | \$11,700.00 | \$5,800.00 | \$5,900.00 |

| | | | |
|---|---------------------|--------------------|--------------------|
| 885 - Direct Services - Totals for All Agencies > | | | |
| Providing direct services to participants - salary/fringe for case management, career navigation, intake, assessment, orientation, IEP development, employment counseling, career planning, job development, pre-employment services (job search), Post-employment services (job retention); Rent, utilities; Staff travel/training; Short-term prevocational services (ABE) including instructional books and materials. | | | |
| SOAR Career Solutions - Total Direct Services > | \$124,259.16 | \$62,122.27 | \$62,136.89 |
| Staff Salaries/Fringe Benefits - Case Management, Intake, Assessment, Orientation, IEP Development, Counseling, Career Planning, Job Development, Pre-Employment Services (Job Search), Post-Employment Services (job retention), IRT | \$104,286.76 | \$52,136.07 | \$52,150.69 |
| Outreach and recruitment | \$500.00 | \$250.00 | \$250.00 |
| Staff Travel, Training | \$1,971.00 | \$985.50 | \$985.50 |
| Admin costs | \$11,201.40 | \$5,600.70 | \$5,600.70 |
| Materials/supplies | \$6,300.00 | \$3,150.00 | \$3,150.00 |

| | | | |
|--|-------------------|-------------------|-------------------|
| SOAR Career Solutions - Total Direct Customer Training > | \$4,200.00 | \$2,100.00 | \$2,100.00 |
| Certificate trainings - \$150 x 28 participants | \$4,200.00 | \$2,100.00 | \$2,100.00 |

| | | | |
|---|--------------------|-------------------|-------------------|
| 828 - Support Service Costs - Totals for All Agencies > | | | |
| Transportation, housing/rental assistance, health and medical costs, travel assistance, legal aid, personal counseling, interview or work clothing, tools, school supplies (notebooks, pens, etc.), bus passes/gas cards, books and tools not required with training, driver's license fees, reasonable (a portion of) car repair | | | |
| SOAR Career Solutions - Total Support Service Costs > | \$11,700.00 | \$5,800.00 | \$5,900.00 |
| Participant Support - General | \$3,500.00 | \$1,700.00 | \$1,600.00 |
| Incentives | \$3,200.00 | \$1,600.00 | \$1,600.00 |
| Laptops for Participants | \$5,000.00 | \$2,500.00 | \$2,500.00 |

\$100/person

\$50 for MOM/CQ, \$50 for On-ramp Cert, \$25 for proof of employment

REIMBURSEMENT PAYMENT REQUEST and PERFORMANCE OUTCOMES

Exhibit J - Example

City of Duluth
Workforce DevelopmentSubmit completed form via email to cturner@duluthmn.gov on or before the 10th of the month

| SECTION 1: | | | | | | | |
|--|---|--------------------|------------------------------|--|-----------------------------|--|------------------------|
| VENDOR NAME: EXAMPLE | | | | GRANT NAME: Pathways to Prosperity - SFY24 | | | |
| REMIT TO ADDRESS: | | | | Sub-recipient Contract # | | City of Duluth Contract # | |
| | | | | GRANT PERIOD FROM: | | GRANT PERIOD TO: 6/30/2025 | |
| Phone # | | | | REIMBURSEMENT PERIOD FROM: | | REIMBURSEMENT PERIOD TO: | |
| FORM PREPARED BY: | | PHONE: | | INVOICE NUMBER: | | FINAL: YES [] NO [] | |
| EMAIL: | | | | City of Duluth PROGRAM CONTACT NAME: | | City of Duluth PROGRAM CONTACT EMAIL: | |
| | | | | Carol Turner 730-5244 | | cturner@duluthmn.gov | |
| SECTION 2: City of Duluth PROGRAM USE ONLY | | | | | | | |
| | | AMOUNT | | FUND | | Please complete the yellow cells only, and do not change the formatting within the cells. | |
| TOTAL | | \$0.00 | | 268-031-6227-P2P4 | | | |
| SECTION 3: Monthly Reporting | | | | | | | |
| ACTIVITY ID | COST CATEGORY DESCRIPTION (PER APPROVED BUDGET) | A. APPROVED BUDGET | B. PREVIOUS REIMB. REQUEST | C. REIMB. REQUESTED THIS PERIOD | D. (B + C = D) TOTAL REIMB. | E. (A - D = E) AVAILABLE BALANCE | F. UNSPENT OBLIGATIONS |
| | | | | | \$0.00 | \$0.00 | |
| | | | | | \$0.00 | \$0.00 | |
| | | | | | \$0.00 | \$0.00 | |
| | | | | | \$0.00 | \$0.00 | |
| | | | | | \$0.00 | \$0.00 | |
| | | | | | \$0.00 | \$0.00 | |
| | | | | | \$0.00 | \$0.00 | |
| TOTAL | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| SECTION 4: Performance Outcomes Reporting | | | | | | | |
| Performance Metrix - Reported at the end of each calendar quarter | | | # Previously Reported | # This month | Total | Goal | % of Goal |
| | | | | | 0 | | #DIV/0! |
| | | | | | 0 | | #DIV/0! |
| | | | | | 0 | | #DIV/0! |
| | | | | | 0 | | #DIV/0! |
| SECTION 5: COMMENTS | | | | | | | |
| THIS IS THE SPACE TO PLACE ANY REMARKS OR ADDITIONAL COMMENTS AS NECESSARY. | | | | | | | |

SECTION 6: ATTESTATION

By submitting this form, I certify that the request is in accordance with the City of Duluth cash management requirements and appropriate contract terms; the data reported is correct and the amount of the request is not in excess of immediate disbursement needs. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal civil or administrative penalties for fraud, false statements, false claims, or otherwise. If submitting this form via email, without signature affixed below, place the statement above in the body of your email. By doing so, the sender of the email designates they are hereby authorized to provide approval of this request. Without a signature and/or statement included in the body of the email the form will be rejected.

Grantee Authorized Signature

Date

City of Duluth Staff Authorized Signature

Date

Carol Turner, Operations Manager

Grantee Typed Name and Title

City of Duluth Staff Name and Title

24724

REIMBURSEMENT PAYMENT REQUEST and PERFORMANCE OUTCOMES

Exhibit J - Example

City of Duluth
Workforce DevelopmentSubmit completed form via email to cturner@duluthmn.gov on or before the 10th of the month

SECTION 1:

| | | | |
|-------------------|--------|--|--|
| VENDOR NAME: | | GRANT NAME: Pathways to Prosperity - SFY25 | |
| REMIT TO ADDRESS: | | Sub-recipient Contract # | City of Duluth Contract # X047800 |
| | | GRANT PERIOD FROM: 7/1/2024 | GRANT PERIOD TO: 6/30/2025 |
| Phone # | | REIMBURSEMENT PERIOD FROM: | REIMBURSEMENT PERIOD TO: |
| FORM PREPARED BY: | PHONE: | INVOICE NUMBER: | FINAL: YES [] NO [] |
| EMAIL: | | City of Duluth PROGRAM CONTACT NAME: Carol Turner 730-5244 | City of Duluth PROGRAM CONTACT EMAIL: cturner@duluthmn.gov |

SECTION 2: City of Duluth PROGRAM USE ONLY

| | | | |
|-------|--------|-------------------|--|
| | AMOUNT | FUND | Please complete the yellow cells only, and do not change the formatting within the cells. |
| TOTAL | \$0.00 | 268-031-6227-P2P5 | |

SECTION 3: Monthly Reporting

| ACTIVITY ID | COST CATEGORY DESCRIPTION (PER APPROVED BUDGET) | A. APPROVED BUDGET | B. PREVIOUS REIMB. REQUEST | C. REIMB. REQUESTED THIS PERIOD | D. (B + C = D) TOTAL REIMB. | E. (A - D = E) AVAILABLE BALANCE | F. UNSPENT OBLIGATIONS |
|-------------|---|--------------------|----------------------------|---------------------------------|-----------------------------|----------------------------------|------------------------|
| | | | | | \$0.00 | \$0.00 | |
| | | | | | \$0.00 | \$0.00 | |
| | | | | | \$0.00 | \$0.00 | |
| | | | | | \$0.00 | \$0.00 | |
| | | | | | \$0.00 | \$0.00 | |
| | | | | | \$0.00 | \$0.00 | |
| | | | | | \$0.00 | \$0.00 | |
| | | | | | \$0.00 | \$0.00 | |
| TOTAL | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |

SECTION 4: Performance Outcomes Reporting

| Performance Matrix - Reported at the end of each calendar quarter | # Previously Reported | # This month | Total | Goal SFY22 + SFY23 Cumulative Total | % of Goal |
|--|-----------------------|--------------|-------|-------------------------------------|-----------|
| | | | 0 | | #DIV/0! |
| | | | 0 | | #DIV/0! |
| | | | 0 | | #DIV/0! |
| | | | 0 | | #DIV/0! |

SECTION 5: COMMENTS

THIS IS THE SPACE TO PLACE ANY REMARKS OR ADDITIONAL COMMENTS AS NECESSARY.

SECTION 6: ATTESTATION

By submitting this form, I certify that the request is in accordance with the City of Duluth cash management requirements and appropriate contract terms, the data reported is correct and the amount of the request is not in excess of immediate disbursement needs. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal civil or administrative penalties for fraud, false statements, false claims, or otherwise. If submitting this form via email, without signature affixed below, place the statement above in the body of your email. By doing so, the sender of the email designates they are hereby authorized to provide approval of this request. Without a signature and/or statement included in the body of the email the form will be rejected.

Grantee Authorized Signature

Date

City of Duluth Staff Authorized Signature

Date

Carol Turner, Operations Manager

City of Duluth Staff Name and Title

Grantee Typed Name and Title

24724



Exhibit A
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|---------------|
| PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416 | CONTACT NAME: SBU DEPT | |
| | PHONE (A/C, No, Ext): 218-623-5870 FAX (A/C, No): 212-948-9100 | |
| INSURED SOAR Career Solutions 205 W 2nd St Ste 101 Duluth MN 55802 | E-MAIL ADDRESS: selectprocessing@marshmma.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Philadelphia Indemnity Insurance Co. | 18058 |
| | INSURER B: SFM | 11347 |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER: 1029454910

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | PHPK2564538 | 8/1/2023 | 8/1/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | PHPK2564538 | 8/1/2023 | 8/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | PHUB867689 | 8/1/2023 | 8/1/2024 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | 23698219 | 7/1/2023 | 7/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| A | Professional Liability | | PHPK2564538 | 8/1/2023 | 8/1/2024 | Each Incident Aggregate 1,000,000 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured as required by written contract or agreement limited to the General Liability coverage.

Agreed on the terms of the above described policies

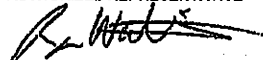

CERTIFICATE HOLDER

CANCELLATION

City of Duluth
411 W 1st Street, Room 120
Duluth MN 55802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Exhibit A
City of Duluth

411 West First Street
Duluth, Minnesota
55802

Certified Copy

Resolution: 24-0149R

File Number: 24-0149R

RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO SUB-RECIPIENT FUNDING AGREEMENTS WITH SOAR CAREER SOLUTIONS, ISD 709 DULUTH ADULT EDUCATION, FOND DU LAC TRIBAL AND COMMUNITY COLLEGE, AND THE BOARD OF TRUSTEES OF THE MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF LAKE SUPERIOR COLLEGE FOR EMPLOYMENT AND TRAINING SERVICES FUNDED THROUGH THE STATE OF MINNESOTA'S PATHWAYS TO PROSPERITY GRANT PROGRAM.

CITY PROPOSAL:

RESOLVED, that the proper city officials are authorized to enter into sub-recipient funding agreements with SOAR Career Solutions ("SOAR"), ISD 709 Duluth Adult Education ("DAE"), Fond Du Lac Tribal and Community College (FDLTCC), and the Board of Trustees of the Minnesota State Colleges and Universities on behalf of Lake Superior College ("LSC"), substantially in the form as those attached hereto as Attachments A, B, C and D, for services to be conducted in accordance with the terms and conditions set by the Pathways to Prosperity Program and master agreement between the city and the state of Minnesota department of employment and economic development ("DEED"). During the two-year term of the agreements, SOAR is awarded \$242,055.76, DAE is awarded \$68,570.00, FDLTCC is awarded \$16,736.00, and LSC is awarded \$54,750.00 to be paid from fund no. 268-031-6227-5441 (workforce development, grant division, miscellaneous workforce development grants, other services and charges).

This Resolution was adopted unanimously.

Absent: Councilor Awal

I, Ian B. Johnson, City Clerk of the City of Duluth, Minnesota, do hereby certify that I have compared the foregoing passed by the city council on 2/26/2024, with the original approved and that the same is a true and correct transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth.

Ian B Johnson

03-12-2024

Date Certified

**Office of the Minnesota Secretary of State
Certificate of Merger**

I, Steve Simon, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 317A

Home Jurisdiction and Names of Merging Entities:

MINNESOTA: SOAR CAREER SOLUTIONS

MINNESOTA: TRUE NORTH GOODWILL NORTHERN MINNESOTA AND
NORTHWESTERN WISCONSIN

Home Jurisdiction and Name of Surviving Entity:

MINNESOTA: TRUE NORTH GOODWILL NORTHERN MINNESOTA AND
NORTHWESTERN WISCONSIN

Name of Surviving Entity after Effective Date of Merger:

TRUE NORTH GOODWILL NORTHERN MINNESOTA AND NORTHWESTERN
WISCONSIN

This certificate has been issued on: 06/20/2024



A handwritten signature in black ink that reads "Steve Simon".

Steve Simon
Secretary of State
State of Minnesota

**OFFICE OF THE MINNESOTA SECRETARY OF STATE****ARTICLES OF MERGER**

Pursuant to Minnesota Statutes, section 317A.615, the undersigned, desiring to effect a merger (the “**Merger**”), hereby state that:

1. **Parties.** The following entities are the parties to the Merger (the “**Constituent Corporations**”):

- a. **True North Goodwill Northern Minnesota and Northwestern Wisconsin**, a Minnesota nonprofit corporation; and
- b. **SOAR Career Solutions**, a Minnesota nonprofit corporation.

2. **Plan of Merger.** The Agreement and Plan of Merger (the “**Plan of Merger**”) is attached hereto as **Exhibit A** and fully incorporated into these Articles of Merger. The Constituent Corporations have completed all of their obligations under the Plan of Merger.

3. **Surviving Entity.** The surviving entity is **True North Goodwill Northern Minnesota and Northwestern Wisconsin**, a Minnesota nonprofit corporation.

4. **Effective Date.** The effective date of these Articles of Merger is **July 1, 2024**.

5. **Approval of the Plan of Merger.** The Plan of Merger has been approved by each Constituent Corporation as required by Minnesota Statutes, section 317A.613.

6. **Attorney General Notice.** Notice to the Minnesota Attorney General required by Minnesota Statutes, section 317A.811, has been given and the waiting period has expired or has been waived by the Minnesota Attorney General.

[The Signature Page Follows]

The undersigned, certify that we are signing this document as the people whose signature is required. We further certify that we have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. We understand that by signing this document we are subject to the penalties of perjury as set forth in Minnesota Statutes, section 609.48, as if we had signed this document under oath.

SOAR Career Solutions

By: Emily Edison
Emily Edison, Executive Director

Date signed: 28/05/24

**True North Goodwill Northern Minnesota
and Northwestern Wisconsin**

By: [Signature]
Dodie Brown, President and CEO

Date signed: 5/28/24

Email Address for Official Notices

Enter an email address to which the Secretary of State can forward official notices required by law and other notices: dbrown@truenorthgoodwill.org

☒ Check here to have your email address excluded from requests for bulk data, to the extent allowed by Minnesota law.

List a name and daytime phone number of a person who can be contacted about this form:

Jacob K. Stonesifer
Contact Name

218-722-6331
Phone Number

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “**Agreement**”) is entered into as of the 16th day of May, 2024, by and between True North Goodwill Northern Minnesota and Northwestern Wisconsin, a Minnesota nonprofit corporation (“**Goodwill**”) and SOAR Career Solutions, a Minnesota nonprofit corporation (“**SOAR**”) (Goodwill and SOAR shall be referred to individually as a “**Constituent Entity**” and together as the “**Constituent Entities**”).

EXPLANATORY STATEMENT

This Agreement contemplates a transaction in which SOAR will merge with and into Goodwill (the “**Merger**”) upon the terms and conditions set forth herein and in accordance with the laws of the State of Minnesota.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the Constituent Entities hereto as follows:

ARTICLE I MERGER TERMS

1.1 **Merger**. On the Effective Date (defined below) of the Merger, SOAR shall be merged with and into Goodwill, with Goodwill continuing its existence as the surviving corporation (the “**Surviving Corporation**”).

1.2 **Effective Date**. The Merger shall become effective upon the date the Articles of Merger are filed with the Minnesota Secretary of State or upon such later effective date as is specified in the Articles of Merger as set forth in Minnesota Statutes, section 317A.641, subdivision 1 (the “**Effective Date**”).

1.3 **Name of Surviving Corporation**. At the Effective Date, the name of the Surviving Corporation shall be “True North Goodwill Northern Minnesota and Northwestern Wisconsin”.

1.4 **No Monetary Consideration**. There will not be any monetary consideration paid in relation to this transaction. Both Constituent Entities are Minnesota nonprofit corporations exempt from taxation under Section 501(c)(3) of the Internal Revenue Code (“**Code**”). The Constituent Entities are effectuating the Merger in furtherance of their exempt purposes, as exemplified by their Articles of Incorporation, Bylaws, missions, visions, and values.

1.5 **No Members**. Neither Constituent Entity has members. The Surviving Corporation will not have any members.

1.6 **Effect of Merger**. Upon and after the Effective Date, the Surviving Corporation shall possess all the rights, privileges and powers, and shall be subject to all the restrictions and duties of the Constituent Entities; all rights, privileges, assets, property, and powers of the Constituent Entities shall be vested in and be the property of the Surviving Corporation; and all

debts, liabilities and duties of the Constituent Entities shall thenceforth attach to the Surviving Corporation.

ARTICLE II DUE DILIGENCE

Upon the proper request and approval being obtained as stated herein, from and after the date of this Agreement, the Constituent Entities will authorize their management to allow the other Constituent Entity and its advisors full access to their facilities, records, key employees, customers, suppliers and advisors for the purpose of completing their due diligence review. The due diligence investigation will include, but is not limited to, a complete review of financial, legal, tax, environmental, real estate, intellectual property and labor records and agreements, and any other matters as a Constituent Entity's accountants, tax and legal counsel, and other advisors deem relevant. Any and all requests to perform due diligence of SOAR shall be made directly to and approved by Emily Edison, the SOAR Executive Director. Any request to perform due diligence shall be granted by Ms. Edison unless it will unreasonably interfere with SOAR's operations.

ARTICLE III CLOSING

3.1 **Closing.** The Constituent Entities shall close the Merger transaction on or before July 31, 2024 (the "**Closing Date**") at the offices of Johnson, Killen & Seiler, P.A., 230 West Superior Street, Suite 800, Duluth, MN 55802 or at such other date, time, and location as the Constituent Entities may mutually agree.

3.2 **Closing Deliverables.** At or before Closing:

3.2.1 SOAR shall deliver such documents as are necessary to retitle all tangible personal property, intangible property, real estate, and liabilities in the name of the Surviving Corporation.

3.2.2 SOAR shall deliver such documents as are necessary to retitle all contracts related to grant funding in the name of the Surviving Corporation.

3.2.3 SOAR shall deliver certified resolutions of SOAR which: (A) authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby; (B) names the officers of SOAR authorized to sign this Agreement and the documents to be delivered hereunder, and (C) approve the Merger in compliance with Minnesota Statutes, section 317A.613, subdivision 3.

3.2.4 Goodwill shall deliver certified resolutions of Goodwill which: (A) authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby; (B) names the officers of Goodwill authorized to sign this Agreement and the documents to be delivered hereunder, and (C) approve the Merger in compliance with Minnesota Statutes, section 317A.613, subdivision 3.

3.2.5 The Constituent Entities will work together to deliver all documents required under Minnesota Statutes, section 317A.601, et seq., including Articles of Merger pursuant to Minnesota Statutes, section 317A.615.

3.2.6 The Constituent Entities will work together to deliver all other documents as may be reasonably required to carry out the transactions contemplated under this Agreement.

3.3 **Closing Costs**. If the Merger is completed, Goodwill, as the Surviving Corporation, shall pay all outstanding expenses of carrying out the transactions contemplated by this Agreement. If the Merger does not occur, each of Goodwill and SOAR shall bear its own costs and expenses, including attorney fees.

3.4 **Closing Contingencies**. The respective obligations of the Constituent Entities to consummate the Merger pursuant to this Agreement are subject to, and conditioned upon:

3.4.1 Each of the Constituent Entities having obtained any and all consents necessary for the Merger, including the approval of this Agreement and the Merger by the Board of Directors of each of the Constituent Entities.

3.4.2 Each of the Constituent Entities having conducted its due diligence and investigated the business and operations of the other Constituent Entity to its reasonable satisfaction pursuant to Article II.

3.4.3 The receipt of any regulatory approvals and third party consents, on terms satisfactory to the Constituent Entities in their reasonable discretion, including any necessary consent/non-objection of the Minnesota Attorney General's Office pursuant to Minnesota Statutes, section 317A.811.

3.4.4 Confirmation that SOAR will make reasonable efforts to ensure continuation of existing grants.

3.4.5 There being no material adverse change in the business, results of operations, prospects, condition (financial or otherwise) or assets of SOAR.

3.4.6 The representations and warranties of each of the Constituent Entities contained in this Agreement or in any document delivered under this Agreement being true, correct and complete in all material respects immediately prior to the Effective Date with the same force and effect as if made immediately prior to the Effective Date.

3.4.7 Each Constituent Entity having performed and complied with, in all material respects, all covenants, agreements and obligations required by this Agreement to be performed or complied with by it prior to or on the Effective Date.

3.5 **Further Documents and Assurances**. At any time and from time to time after the Effective Date, each Constituent Entity shall, upon request of the other Constituent Entity, execute,

acknowledge and deliver all such further and other assurances and documents, and will take such action consistent with the terms of this Agreement, as may be reasonably requested to carry out the transactions contemplated herein and to permit each Constituent Entity to enjoy its rights and benefits hereunder.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 **Mutual Representations and Warranties.** Each Constituent Entity, respectively, represents and warrants that:

4.1.1 It is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota and has the requisite corporate power and authority to carry on its business as now being conducted.

4.1.2 It has the requisite corporate power and authority to enter into this Agreement and, subject to the approval of the Merger by its Board of Directors, to consummate the transactions contemplated hereby.

4.1.3 Except as expressly set forth in this Agreement, it is not required to obtain any consent, approval, authorization, or waiver from any person or entity (including any governmental authority) in connection with the Merger or the execution and delivery of this Agreement.

4.1.4 There are no governmental orders or legal actions or proceedings pending or, to the knowledge of a Constituent Entity, threatened against a Constituent Entity, that, if adversely determined, would reasonably be expected to have a material adverse effect on the Merger.

4.1.5 It is a nonprofit corporation exempt from federal income tax pursuant to Section 501(c)(3) of the Code and it has complied with all legal requirements thereunder (including timely and accurately filing all Form 990s).

4.1.6 It has substantially complied with all laws, regulations and judgments applicable to its business.

4.2 **SOAR Representations and Warranties.** SOAR represents and warrants to Goodwill that:

4.2.1 It has good and marketable title to all of its real and personal property, free and clear of all encumbrances except as disclosed to Goodwill.

4.2.2 All material agreements and contracts (including SOAR's grant contracts) currently in effect are valid and binding, and neither SOAR nor any other party is in default. All such agreements and contracts have been delivered to Goodwill.

4.2.3 There are no material liabilities of SOAR, except as disclosed to Goodwill.

4.2.4 There are no existing labor disputes or disturbances that could have a material adverse effect on the business or the Merger.

4.3 **Accuracy of Information.** Each Constituent Entity represents and warrants that all records, books, and other information provided to the other Constituent Entity pursuant to Article II above, or otherwise, are complete, accurate and current through the date of this Agreement, or the Effective Date as the case may be.

ARTICLE V

ARTICLES OF INCORPORATION; BYLAWS; BOARD OF DIRECTORS; OFFICERS

5.1 **Articles of Incorporation.** As of the Effective Date, the Articles of Incorporation of Goodwill shall continue with full force and effect and be the Articles of Incorporation of the Surviving Corporation.

5.2 **Bylaws.** As of the Effective Date, the Bylaws of Goodwill shall be amended pursuant to the amendment of even date herewith and shall thereafter be the Bylaws of the Surviving Corporation, subject to alteration or amendment from time to time by the Board of Directors of the Surviving Corporation in accordance with the terms thereof.

5.3 **Board of Directors.** From and after the Effective Date, the Board of Directors of the Surviving Corporation shall consist of such directors as are appointed or elected in accordance with the Bylaws, as amended.

5.4 **Officers.** From and after the Effective Date, the officers of Goodwill shall continue to serve their terms and shall be the officers of the Surviving Corporation. Additionally, Emily Edison will become the Chief Mission Officer of the Surviving Corporation.

ARTICLE VI

COVENANTS AND AGREEMENTS

6.1 **Update of Information.** Each Constituent Entity agrees to provide to the other Constituent Entity any updates, additions, changes, or corrections to any information contained in this Agreement, or any information disclosed to the other Constituent Entity pursuant to Article II, or otherwise, necessary to make such information substantially complete, accurate and current through the Effective Date.

6.2 **Continuation of Business Operations.** Each Constituent Entity covenants and agrees that, during the period from the date of this Agreement to the Effective Date (except as otherwise specifically contemplated by the terms of this Agreement), it shall carry on its business in the usual, regular, and ordinary course in substantially the same manner as previously conducted and shall not enter into any material contracts or incur material financial obligations without notifying the other Constituent Entity in advance thereof.

6.3 **Community Outreach.** The Constituent Entities will coordinate and cooperate in informing the general public of the Merger. Any such publicity will only occur after the mutual agreement of the Constituent Entities.

6.4 **Confidentiality.** The Confidentiality Agreement & Acknowledgment of Proprietary Rights entered into between the Constituent Entities on December 6, 2023 shall continue in full force and effect until the Effective Date.

6.5 **Employment Arrangements.** Subject to its due diligence review, the Surviving Corporation will offer employment to all of SOAR's employees and SOAR's management will use their reasonable best efforts to assist the Surviving Corporation to employ those individuals.

6.6 **Use of SOAR Name.** The Surviving Corporation will continue and build SOAR's programming under the SOAR name as a program or programs of True North Goodwill.

6.7 **Exclusivity.** SOAR agrees that unless this Agreement is terminated in accordance with the provisions of Section 7.2, neither SOAR nor any of its representatives, officers, employees, directors, agents, subsidiaries or affiliates shall initiate, solicit, entertain, negotiate, accept or discuss, directly or indirectly, any proposal or offer from any person or group of persons other than TNG to acquire all or any significant part of the assets, programs, and/or properties of SOAR, whether by merger, purchase of assets, or otherwise.

ARTICLE VII AMENDMENT AND TERMINATION

7.1 **Amendment.** The Constituent Entities, by mutual consent of their Boards of Directors, may amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time prior to the Effective Date as reasonably necessary to carry out the transaction contemplated by this Agreement.

7.2 **Termination.** This Agreement may be terminated, and the Merger abandoned for cause related to the material breach of any representations, warranties or covenants contained in this Agreement, by a resolution adopted by the Board of Directors of either of the Constituent Entities at any time prior to the Effective Date after written notice to the breaching Constituent Entity and a ten (10) day opportunity to cure.

ARTICLE VIII GENERAL PROVISIONS

8.1 **Entire Agreement.** This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Constituent Entities with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. For the avoidance of doubt, the Letter of Intent dated March 18, 2024 is terminated.

8.2 **Notices.** Any notice or other communication to any Constituent Entity in connection with this Agreement shall be in writing and shall be sent by hand-delivery, email, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Constituent Entity may change such Constituent Entity's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

With respect to Goodwill: True North Goodwill
Attn: Dodie Brown, President & CEO
700 Garfield Avenue
Duluth, MN, 55802
Email: dbrown@truenorthgoodwill.org

With a copy to: Jacob K. Stonesifer
Johnson, Killen & Seiler, P.A.
230 West Superior Street, Suite 800
Duluth, MN 55802
Email: jstonesifer@duluthlaw.com

With respect to SOAR: SOAR Career Solutions
Attn: Emily Edison, Executive Director
205 W. 2nd St. Ste 101
Duluth, MN 55802
Email: eedison@soarcareers.org

With a copy to: Brent W. Malvick
Hanft Fride Law Firm
1000 US Bank Place
130 West Superior Street
Duluth, MN 55802-2094
Email: bwm@hanftlaw.com

8.3 **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never constituted a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

8.4 **Waiver.** No purported waiver of any provision hereof shall be binding unless set forth in a written document signed by a Constituent Entity to be charged thereby. Any waiver shall

be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

8.5 **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Constituent Entities to this Agreement and their respective permitted successors and permitted assigns.

8.6 **Choice of Law; Venue.** This Agreement is made pursuant to and shall be governed, performed, construed, and enforced according to the laws of the State of Minnesota, without regard to conflicts of law principles. Any dispute arising in connection with this Agreement shall be venued in St. Louis County, Minnesota.

8.7 **Waiver of Jury Trial.** Due to the expense and time required for a trial by jury, the Constituent Entities hereby knowingly and voluntarily waive any right to trial by jury in the event of litigation regarding the performance or enforcement of this Agreement.


8.8 **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Constituent Entities hereto have caused this Agreement and Plan of Merger to be signed by their respective officers duly authorized as of the date written above.

SOAR Career Solutions

By: 
Emily Edison, Executive Director

**True North Goodwill Northern Minnesota
and Northwestern Wisconsin**

By: 
Dodie Brown, President and CEO



File Numbers

147778970003

W-32

G-645

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED

6/20/2024 11:59:00 PM

A handwritten signature in black ink that reads "Steve Simon". The signature is written in a cursive, flowing style.

Steve Simon
Secretary of State