

**SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
ARROWHEAD ECONOMIC OPPORTUNITY AGENCY
AND
CITY OF DULUTH
FOR THE
STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
EMPLOYMENT AND TRAINING DIVISION

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
VERSO DISLOCATED WORKER SERVICES**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk ("Effective Date"), by and between the **CITY OF DULUTH**, (the "City"), and **ARROWHEAD ECONOMIC OPPORTUNITY AGENCY**, (the "Grantee").

WHEREAS, the City has entered into a 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 dislocated worker employment services offered through the City's Workforce Development Department; and

WHEREAS, under the Grant Agreement, in cooperation with Grantee, the City applied to and received approval for funds in the amount of One Hundred Ninety-Five Thousand and no/100 (\$195,000) Dollars from DEED as a modification to its Verso Dislocated Worker Services Project Start-Up Grant. This Project will assist providers with the immediate needs of dislocated workers who receive little or no advance warning of a plant closing or mass layoff ("the Project"). The Project Specific Plan ("PSP)/Work Plan/Budget is attached as ***Exhibit A***; and

WHEREAS, the City desires to award a portion of the Project 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 of Thirty-Six Thousand Dollars and no/100th (\$36,000) for Grantee's performance of its obligations under the Project Grant including:

- A. Perform the duties specified in the PSP/Work Plan/Budget, which is attached as ***Exhibit A*** and incorporated into this Agreement. Enrollment goals and spending targets are attached as ***Exhibit B***.
- B. Provide quarterly reports two weeks prior to the reporting due date and/or any other reporting required by DEED.
- C. Submit invoice outlining services provided with supportive documentation to City Director as described in section 5. Examples of documentation for services include detailed receipts and timesheets.
- D. Coordinate with City staff on scheduling for services and/or workshops.
- E. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings or workshops.
- F. Develop and maintain ongoing communication with City staff.

Notwithstanding anything to the contrary, the Grantee understands and agrees that grant fund availability is contingent on the number of eligible participants enrolled, and that any reduction or termination of the Project Grant may result in a like reduction or termination of the Subgrant. Any material change in the timeline or scope of the Project must be approved in writing by the City and DEED.

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 Project has not been or will not be made, the City may take action 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 30 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 must start the Project upon execution of this Agreement and complete the Project on or before June 30, 2022. The City is not obligated to pay for any Project costs incurred before the Project start date or after June 30, 2022, or any earlier termination, whichever occurs first.

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. The City will pay Grantee under this Agreement a total amount not to exceed \$36,000 payable from Fund 268-031-6228-VERSO. Invoices may be submitted on a monthly basis or other timeframe approved in writing by the Workforce Development Director, but must be submitted at a mid-point, and at the conclusion of this Agreement. Payment for services will be sent within 45 days of receipt of invoice. A final invoice must be submitted to the City by June 30, 2022.

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

GRANTEE: Arrowhead Economic Opportunity Agency
Jan Francisco, Director of Employment and Training
702 3rd Avenue South

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. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Grantee is an independent contractor.
- 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 Project; (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 Project assets (including the return of all unused materials, equipment, unspent cash advances, Project 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 Project 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 Project 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 is 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

**ARROWHEAD ECONOMIC
OPPORTUNITY AGENCY**

By: _____
Mayor

By _____

Attest:

Its: _____

City Clerk
Date Attested: _____

By: _____

Countersigned:

Its: _____

City Auditor

As to form:

City Attorney

ATTACHMENTS

Exhibit A: Project Specific Plan/Work Plan/Budget

Exhibit B. Performance goals and spending targets.

Attachment A

Exhibit A
STATE OF MINNESOTA
PROJECT SPECIFIC PLAN (PSP)
AMENDMENT

Master Contract Number: DULUTH2020M
Term of Master Contract: 4/01/2020 – 3/31/2025
Master Supplier Contract Number: 172729
Grant Contract ID Number: 0048601
Modification Number: 1

GRANTOR / STATE	GRANTEE
Employment and Training Programs Division MN Department of Employment and Economic Development 1 st National Bank Building, 332 Minnesota Street – Suite E200 Saint Paul, MN 55101-1351	Duluth Workforce Development WDA #4 402 West 1 st Street Duluth, MN 55802
GRANT MANAGER CONTACT	GRANTEE CONTACT
Name and Title: Heather Moore, Grants Specialist Senior Phone: 651-259-7560 Email: heather.moore@state.mn.us	Name and Title: Elena Foshay, Director of Workforce Development Phone: 218-730-5241 Email: efoshay@duluthmn.gov

If applicable:

- ☒ Attachment 1: Work Plan is deleted in its entirety and replaced with **Attachment 1: Work Plan Modification 1**
- ☒ Attachment 2: Budget is deleted in its entirety and replaced with **Attachment 2: Budget Modification 1**
- ☒ Except as amended herein, **Attachment 3: Terms and Conditions** of the Original Contract, and all previous amendments, remain in full force and effect.

COMPLETED BY DEED:

Program Name: VERSO			
Start Date ¹ :	7/23/2020	This Modification includes:	1. New end date
Original End Date:	10/03/2020		2. Work plan changes
Previous End Date: (most recent mod)	N/A		3. +\$185,000
Current / Modified End Date:	6/30/2022	SWIFT Contract ID:	180505
Original Amount:	\$10,000	SWIFT PO Number:	3000409720
Previous Amount: (most recent mod)	N/A	SWIFT Vendor Number + Location:	0000197681.001
Current / Modified Amount:	\$195,000	Procure-It Number:	57254
Match / Leverage Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NGA Number:	
AFS Signature: <i>Robin Culbertson</i>		Encumbrance Date: 8/7/20	

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 which is incorporated by reference. I further certify that I am authorized to submit this PSP on behalf of the Grantee.

Signature:

Date:

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

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 indicated herein.

Signature:

Date:

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.


1. Organization and Grant Information

Signature Page

Table 1: Organization and Grant Information

Organization Name:	City of Duluth Workforce Development		
Director Name and Title:	Elena Foshay, Director	Primary Contact Name and Title:	Deb Holleman, Employment Technician
Phone:	218-730-5241	Phone:	218-730-5233
Email:	efoshay@duluthmn.gov	Email:	dholleman@duluthmn.gov
Address:	402 W. 1 st St. Duluth, MN 55802	Address:	402 W. 1 st St. Duluth, MN 55802
Program Name:	Verso Dislocated Worker Services		
Grant ID Number:	0048601		
Modification Number:	1		
Grant Start Date:	7/23/20		
Grant End Date (current not requested):	10/03/20		

Authorized Representative: I certify that the information contained herein is true and accurate to the best of my knowledge and that I am authorized to submit these planning documents on behalf of the organization.

Name and Title (print):	Elena Foshay, Director of Workforce Development
Signature:	
Date:	July 27, 2020

2. Description of Modification

Attachment 1: Work Plan Modification 1

Instructions:

- Select the type of modification you're requesting below (select all that apply).
- Briefly describe the request after each checked box. For example, for an increase in participants: "100 to 150 participants."
 - ☒ New end date (project funds only). Requested date: 6/30/2022
 - ☒ Increase or decrease in total participants (briefly describe): +65
 - ☒ Increase or decrease in total allocation (briefly describe): +\$185,000
 - ☐ Cost category change (briefly describe): From Project Start-up Grant, 45% to 40% in Career Services and 15% to 20% in Support Services.
 - ☒ Subcontractor award (briefly describe): Subgrants will be awarded to the Northeast Minnesota Office of Job Training and AEOA
- If you're modifying the budget, complete **Table 2: Current Budget vs Requested** below.
- Check the recent RPR/FSR to be sure none of the modification amounts are less than what your agency has expended.

Table 2: Current Budget vs Requested

	Current Total Allocations	Percent of Total	Modified Total Allocations	Percent of Total	Variance (\$)
(833) Administration	\$1,000	10%	\$19,500	10%	\$18,500
(857) Career Services	\$4,500	45%	\$78,000	40%	\$73,500
(895) Transitional Jobs					
(838) Direct Customer Training Services	\$3,000	30%	\$58,500	30%	\$55,500
(896) Incumbent Worker Training					
(828) Support Services	\$1,500	15%	\$39,000	20%	\$37,500
Total	\$10,000	100%	\$195,000	100%	\$185,000

3. Narrative

Attachment 1: Work Plan Modification 1

Instructions:

- If you're modifying a Project Start-up Grant (modification #1), skip to sections **3a and 3b**.
- If you're modifying a Mass Layoff Project, State DW, WIOA DW or Adult DW grant, please answer the questions below:
 - Is this modification request the result of a monitoring visit? ☐ Yes ☒ No
 - What factors are contributing to this modification request? Please be specific and describe why changes to the work plan and/or budget are needed.

We were awarded an initial startup grant, and are now requesting additional funding to meet demand for dislocated worker services among laid-off Verso employees.

3a. Description of Project

Attachment 1: Work Plan Modification 1

Instructions:

- If you're modifying a Project Start-up Grant, please answer the questions below:
 - Project Organization/Company Name: Verso
 - Local Address: 4920 Recycle Way, Duluth, MN 55807
 - Headquarters address (if different): n/a
 - Industry: Paper manufacturing
 - Union(s): Only 7 of 144 responses listed being a member of a labor union, most likely IBEW
 - Congressional district # of layoff/plant closing site (found here: <http://www.gis.leg.mn/OpenLayers/districts/>): 8th Congressional District (Stauber)
 - Legislative district # of layoff/plant closing site: MN House – 07B, MN Senate - 7
 - Plant Closing: ☒ Yes ☐ No
 - Permanent Layoffs: ☒ Yes ☐ No
 - Location of Layoff(s): 4920 Recycle Way, Duluth, MN 55807
 - Reason for Closing/layoff: Decrease in customer orders due to COVID
 - Did the company move? ☐ Yes ☒ No
 - If yes, where to and why? [Click here to enter text.](#)
 - Did company assist in this project? ☒ Yes ☐ No
 - If yes, how so? Hosted 14 info sessions for employees in partnership with Rapid Response and City of Duluth
 - Is this layoff project TAA-certified? ☐ Yes ☒ No - Pending

3b. Supplemental Project Questions

Attachment 1: Work Plan Modification 1

Instructions:

- If you're modifying a Project Start-up Grant, please answer the questions below:
 - Demographics. Include age group, gender, education level, skill level, and English language proficiency (LEP) of the laid off workers.

Total responses: 144; Age: 27% between 21-39, 56% between 40-59, 13% age 60+; 100% English language proficiency; Education: 16% high school diploma/GED, 9% some trade/vocational training, 27% trade/vocational certificate, 15% some college no degree, 15% Associate degree, 15% Bachelor degree, 3% graduate/advanced degree. No data on gender of workers.

- Outreach plan. How will the plan be tailored to address the unique needs of the workers as described in the response to question 1?

Duluth Workforce Development and its partners at NEMOJT participated in all of the information sessions held by Rapid Response, to provide a brief overview of services available. Many employees reached out after these info sessions, and have begun working with DW staff. These individuals are sharing their experiences and helping with word-of-mouth outreach. Staff from all three agencies are also conducting outreach through email and phone calls to all employees who completed a survey. And since this is a high-profile company in the community, there have been many earned media stories about DW services for Verso and other laid-off workers.

- Service plan. How will the Career Services and Training activities be tailored to address the unique needs of the workers as described in the response to question 1? If the population has barriers to employment, how do you plan to assist them? Provide specific examples of the services.

All participants will begin with a summary of available services, and an initial discussion of goals and assistance needs. After confirming eligibility and completing enrollment, we work through each service on an individual basis. Through a series of one-on-one meetings, clients participate in and receive information about: 1. Comprehensive and specialized assessment of skill and interest levels including (a) diagnostic testing and use of other assessment tools; (b) in-depth interviewing and evaluation to identify

employment barriers and appropriate employment goals; and (c) an assessment of digital literacy and computer/internet access. 2. Development of an individual employment plan (IEP) or (ISS) to identify employment goals and objectives, and appropriate training to achieve those goals and objectives. 3. Information on training available in local and regional areas, individual counseling to determine which training is suitable, and how to apply for such training. 4. Information on how to apply for financial aid through FAFSA (per section 402 F of the Higher Education Act of 1965) if applicable. 5. Workshops, including those specifically directed at laid-off workers seeking to transfer their skills to similar available jobs. Workshops will also focus on job search and interview skills for those who have not engaged in jobseeking for many years, and are not accustomed to doing so under current all-virtual circumstances. 6. Individual career counseling, including job search during and after the period in which the individual is receiving training. 7. Labor Market Information (LMI) relating to local, regional, and national labor market areas, including job listings in such labor market areas; information on job skills necessary to obtain jobs identified in job listings; and earnings potential of such occupations. 8. Information relating to the availability of support services, including services relating to childcare, transportation, dependent care, housing assistance, and needs-related payments that are necessary to enable an individual to participate in training. As many Verso employees indicated interest in starting their own business, information about CLIMB will be shared and some individuals will enter that track and work with our local Small Business Development Center and other entrepreneurship resources to develop their business and launch plans.

- Support Services plan. How will Support Services be used to address the unique needs of the workers?

Support services will be offered as needs are justified, per each agency's Support Service policy. Support services most often assist with transportation and education-related expenses, but may also be available to assist with expenses related to education or job search and not covered by other sources. This may include health insurance, child care, housing, internet connectivity, and relocation expenses. We anticipate a potential increased need for emergency assistance, and are developing a shared policy across all three agencies to provide this assistance while connecting participants to other available resources in the community.

- Case management and follow-up plan. How will cases be followed-up and resolved?

All case management services will be delivered virtually until it is safe to resume

in-person meetings. Contact will be more frequent at first – weekly or bi-weekly, with homework assignments between meetings. As clients get established on their individualized track, check-ins will happen once per month. Case management check-ins will focus on progress toward education and employment goals, as well as assessment of immediate needs related to housing, food, transportation, health/mental health, and internet connectivity. For this, we will use a short assessment form that asks a set of questions in each area. Follow-up will continue for 12 months after exit to ensure continued success.

4. Participant Plan

Attachment 1: Work Plan Modification 1

Instructions:

- Complete **Table 4: Participant Plan** on the next page.
- Select an end date and provide a plan for every applicable quarter.
- For the current and remaining quarters, list the planned enrollments.
- For the 4 previous quarters (if applicable), list the actual enrollments as reported in Workforce One (WF1).
 - Run reports as “Funding Stream Level” in WF1. Examples of how funding streams appear are below: (See **Appendix C: How to Pull Quarterly Participant Data from WF1** for detailed instructions.)
 - Provider name WDA-xx 9xx3100 WIOA Adult Formula PY19
 - Provider name WDA-xx 9xx8000 WIOA DW Formula PY19
 - Provider name 9xx8500 State DW Formula PY19
 - Mass Layoff Project name
- Complete the plan in cumulative fashion.

Table 4: Participant Plan

Attachment 1: Work Plan Modification 1

	Q1 End date: 9/30/2020	Q2 End date: 12/31/2020	Q3 End date: 3/30/2021	Q4 End date: 6/30/2021	Q5 End date: 9/30/2021	Q6 End date: 12/31/2021	Q7 End date: 3/30/2022	Q8 End date: 6/30/2022
A. Total Enrollments (participants served with this grant)	35	42	50	65	65	65	65	65
B. Exits to Employment (participants no longer served with this grant)	0	5	15	20	25	32	47	59
C. All Other Exits	0	0	1	2	4	5	6	6
D. Total Exits (B+C)	0	5	16	22	29	37	53	65
E. Current Enrollment (A-D) (participants currently being served)	35	37	34	43	36	28	12	0

4a. Participant Plan – Additional Information (Optional)

Please let us know if there is anything else you'd like us to consider about your participant plan, such as the plan for the entire program (PY20 and PY21 State DW) versus the specific grant (PY20 State DW) when we review the modification request(s).

Given the anticipated increased demand for Dislocated Worker services related to broad layoffs and high unemployment rates, we will likely use all of our state and federal formula grant funding to serve other workers. This additional project funding will help ensure we have the resources to serve Verso employees without delay. Additionally, since the Verso jobs lost were high-wage jobs, primarily in the trades, we will want to spend additional time with each client developing a plan to find employment that offers equivalent pay and benefits. Many of the individuals laid off had worked for Verso for 10+ years, and have not had to look for a job for some time. These individuals will require extra assistance to orient them to the job search process and make sure they are prepared to apply and interview for jobs virtually.

Instructions:

- Complete **Table 5: Activity Plan** on the next page.
- Select a quarter end date and provide a plan for every applicable quarter.
- Every participant should receive an Individual Plan Development, Staff Assisted Job Search, and Career Counseling.
- The activity plan should align with the participant plan. For example, if you plan to recruit participants from Q1–Q6, an activity plan should be listed for Q1–Q6.
- Complete the plan in cumulative fashion.

Table 4: Activity Plan

Attachment 1: Work Plan Modification 1

	Q1 End date: 9/30/2020	Q2 End date: 12/31/2020	Q3 End date: 3/30/2021	Q4 End date: 6/30/2021	Q5 End date: 9/30/2021	Q6 End date: 12/31/2021	Q7 End date: 3/30/2022	Q8 End date: 6/30/2022
Career Services								
(857) Individual Plan Development	35	42	50	65	65	65	65	65
(857) Staff Assisted Assessments	35	42	50	65	65	65	65	65
(857) Staff Assisted Job Search	15	25	37	43	44	45	45	45
(857) Career Counseling	30	35	45	63	64	65	65	65
(857) Work Experience								
(857) Pre-Vocational Services								
(857) Work Readiness Services								
(895) Transitional Jobs								
Direct Customer Training								
(838) Non-Credentialed Training								
(838) Classroom Training (Credentialed)	10	25	30	35	40	40	40	40
(838) Customized Training								
(838) CLIMB Training (State ONLY)		3	4	6	7	7	7	7
(896) Incumbent Worker Training								
(838) OJT Public or Private								
(838) Apprenticeships								

5. Subcontractor Information

Attachment 1: Work Plan Modification 1

Instructions:

- Complete **Table 5: Subcontractor Information** on the next page.
- Do not include vendors.
- Any services provided by subcontractors not listed on this work plan, or costs incurred above the approved amount, are subject to being disallowed.
- If a provider intends to add or remove a subcontractor during the grant period, they must submit a modification to their work plan and budget.
- The subcontractor contracts will be reviewed as part of the monitoring process per the Uniform Guidance and Minnesota Office of Grants Management policies: [Monitoring Requirements](#).

Table 5: Subcontractor Information

Attachment 1: Work Plan Modification 1

Name and Address of Organization	Key Contact Person at Service Location and Phone Number	All Addresses Providing Case Mgmt. Services	Services Provided	Total Funds Awarded
Northeast Minnesota Office of Job Training 402 W. 1 st St, Duluth 55802	Randy Back 218-623-5970	402 W. 1 st St, Duluth 55802 14 N. 11 th St. Ste 140, Cloquet, MN 55720 3920 13 th Ave E, Hibbing, MN 55746 820 N 9 th St., Virginia, MN 55792	Career services, direct customer training, support services	\$75,000
Arrowhead Economic Opportunity Agency 702 3rd Avenue South, Virginia, MN 55792	Jan Francisco 218-748-7332	402 W. 1 st St, Duluth 55802 14 N. 11 th St. Ste 140, Cloquet, MN 55720	Career services, direct customer training, support services	\$36,000
Total:				\$111,000

6. Cost Category Waivers (State DW ONLY)

Attachment 2: Budget Modification 1

Instructions:

- Read each question on the next page and select your answer.
- For new waiver requests or to change original waivers, provide a 1-2 paragraph description.
- For existing waivers that will not be changed, copy over the original waiver language.

Reminders:

- A grantee must apply for a waiver to spend outside of a cost category limit for State DW programs: [State Dislocated Worker Cost Category Definition and Waiver Policy](#)
- This includes requests to spend:
 - More than 40% in Career Services
 - Less than 50% in Direct Customer Training. Cannot go below 30%. Only TAA-certified mass layoff projects can go below 30%.
 - More than 15% in Support Services. Cannot go above 20%.
 - Administrative costs cannot exceed 10% of expenditures and are not eligible for waivers.
- Justifications for waivers may include:
 - Demographics of the workers
 - Staffing concerns (for example, increased caseloads, staff professional development/promotions, significant case transfers from other providers)
 - Significant co-enrollment/cross-training of participants
 - Disruptions in service (for example, school/training provider or provider closures)
 - Increased outreach and service of at-risk or priority populations per WIOA (including Veterans, and Dislocated Workers with Barriers to Employment) compared to area demographics, leading to demonstrated excellence in performance outcomes for these populations

1. Did you request a waiver(s) with the original contract?

☒ Yes, move to Question 2☐ No, skip to Question 3

2. Are you modifying an existing waiver(s)?

☒ Yes, describe the requested changes below (1-2 paragraphs)

For example, "Agency Workforce is requesting a waiver to spend 45% in Career Services and 35% in Training for the following reasons [list reasons for waivers].

☐ No, paste the original waiver language below

3. Are you requesting a waiver(s) with this modification request?

☐ Yes, describe the need for the waiver(s) below (1-2 paragraphs)☐ No

Table 6: Waivers for State Dislocated Worker Funds

Career Services and/or Direct Customer Training Waiver:	Duluth Workforce Development and its partners request a waiver to spend 40% in Career Services and 30% in Training for two reasons. First, because the majority of potential clients have worked at Verso for more than 10 years, we anticipate a high need for more intensive career counseling and job search support. Additionally, because the laid-off workers already have some good marketable skills, we anticipate that the need will more frequently be for short-term training to update certifications rather than complete longer-term degree programs.
Support Services Waiver:	Because many Verso employees may have spouses who are also laid off due to the current economic situation, we anticipate a higher need for support services, particularly bridge funding to assist with immediate healthcare and other expenses in the short term.

7. Budget Plan

Attachment 2: Budget Modification 1

Instructions:

- Complete **Table 7: Budget Plan** on the next page.
- Select an end date and provide a plan for every applicable quarter.
- For current and remaining quarters, list the planned values.
- For the 4 previous quarter, list the actual expenditures (per the RPR/FSR).
 - For example, if it's currently Q6, list planned values for Q6 and on, list actuals for Q2 - Q5.
- Complete the plan in cumulative fashion.
- Use whole numbers with planned values. Please don't include cents (only allowed for actuals).
- The budget should align with the participant and activity plans. For example, if you plan to recruit participants from Q1–Q6, activity and budget plans should be provided for Q1–Q6.
- If applicable, the modified values should match the modified values in **Table 2: Current Budget vs Requested** above and waivers should be reflected.
- Check the recent RPR/FSR to be sure none of the modification amounts are less than what your agency has already expended.
 - For example, you want to decrease Support Services from \$4,500 to \$3,500, but the recent RPR shows your agency has been reimbursed a total of \$3,900. You can only decrease to \$3,900 or you can submit a revised RPR.

Reminders:

- For WIOA and State funds, a maximum of 10% can be used for Administrative Costs. We recommend budgeting slightly under 10%.
- Any unexpended funds exceeding 20% of the total allocation by the end of Q4 may be recaptured and reallocated.
- For definitions of terms and cost category limitations, see **Appendix D: General Definitions**.
- State funds cost category limitations: [State Dislocated Worker Cost Category Definition and Waiver Policy](#)

Table 7: Budget Plan

Attachment 2: Budget Modification 1

	Q1 End date: 9/30/2020	Q2 End date: 12/31/2020	Q3 End date: 3/30/2021	Q4 End date: 6/30/2021	Q5 End date: 9/30/2021	Q6 End date: 12/31/2021	Q7 End date: 3/30/2022	Q8 End date: 6/30/2022	Percent of Total**
(833) Administrative Costs	\$2,438	\$4,875	\$7,313	\$9,750	\$12,188	\$14,625	\$17,063	\$19,500	10%
(857) Career Services*	\$9,750	\$19,500	\$29,250	\$39,000	\$48,750	\$58,500	\$68,250	\$78,000	40%
(895) Transitional Jobs									
(838) Direct Customer Training	\$7,313	\$14,625	\$21,938	\$29,250	\$36,563	\$43,875	\$51,188	\$58,500	30%
(896) Incumbent Worker Training									
(828) Support Services	\$4,875	\$9,750	\$14,625	\$19,500	\$24,375	\$29,250	\$34,125	\$39,000	20%
Total:	\$24,376	\$48,750	\$73,126	\$97,500	\$121,876	\$146,250	\$170,626	\$195,000	100%

*For WDAs who participate in a Cost Allocation Plan / Infrastructure Funding Agreement (IFA), list the total amount of Career Services obligated in the IFA for PY20 for this funding stream: **\$ 4,200**

**For State funds, include waivers and follow the limitations for each cost category: [State Dislocated Worker Cost Category Definition and Waiver Policy](#).

TERMS & CONDITIONS

Employment & Training Programs (ETP) Division

Department of Employment & Economic Development (DEED)

Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker, State Dislocated Worker, Small Layoff Independent Grant (SLIG), Project Start-Up Grants, and Mass Layoff Projects

This attachment provides:

- 1) Contact Information
- 2) Funding Information and Limitations
- 3) Items Required During the Grant Period

1) CONTACTS:

Adult / Dislocated Worker

Nancy Omondi, Director of Adult Programs
(651) 259-7525
Nancy.Omondi@state.mn.us

Lensa Idossa, Supervisor
(651) 259-7508
Lensa.Idossa@state.mn.us

Heather Moore, Grants Specialist Senior
(651) 259-7560
Heather.Moore@state.mn.us

Rita Apaloo, Grants Specialist Senior
(651) 259-7540
Rita.Apaloo@state.mn.us

Sou Thao, Grants Specialist Senior
(651) 259-7564
Sou.Thao@state.mn.us

Linda Skogen, Program Monitor
(651) 259-7565
Linda.Skogen@state.mn.us

Kokulo Supuwood, Program Monitor
(651) 259-7586
Kokulo.Supuwood@state.mn.us

Amy Carlson, Performance Lead
(651) 259-7542
Amy.Carlson@state.mn.us

Trade Adjustment Assistance (TAA)

General TAA Contact

(651) 259-7543 or 888-234-1330

Sarah Saito, TAA Supervisor

(651) 259-7546

Thomas Sommer

(651) 259-7585

Laurie Larson

(651) 259-7681

Jennifer Anderson

(651) 259-7690

Mohamed Farah

(651) 259-7505

Claudette Parchment-Roehrich

(651) 259-7516

Crystal Nickles

(651) 259-7553

Jackie Umlauf

(218) 739-7560

Olajide Williams

(651) 259-7431

Tamika Brewer

(651) 259-7588

Margaret Odanga

(651) 259-7551

Ann Malz

(651) 259-7593

Rapid Response

Marla Beaty, TAA Liaison

(218) 259-380

Liz McLoone, Labor Liaison

(651) 259-7145

Jason Wadell

(651) 259-7552

Mee Yang

(651) 259-7548

John Mohs

(651) 259-7535

Laura Dale

(651) 259-7519

Finance

Chris Ortega, ETP Fiscal Director

(651) 259-7580

Chris.Ortega@state.mn.us

JoAnne Beaudry, Grants Coordinator

(651) 259-7577

Joanne.Beaudry@state.mn.us

FSR/RPR Submittal Address:

DEED.FSR@State.mn.us

Workforce One (WF1) Contact:

Amy Carlson, Performance Lead

(651) 259-7542

Amy.Carlson@state.mn.us

WF1 Website (to submit service desk tickets):

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

2) FUNDING INFORMATION AND LIMITATIONS:

- **Research and Development (R&D):** Only applicable to Federal Funds
- **Federal Award Notification (FAIN) Number:** Only applicable to Federal Funds
- **Federal Funding Accountability and Transparency Act (FFATA) Description:** Only applicable to Federal Funds
- **Notice of Award (NOA) Federal Award Signed Date** (the date when the Federal NOA was signed by the authorized official of the Federal awarding agency): Only applicable to Federal Funds
- **DUNs Number:** Grantee must be registered and current with <https://www.sam.gov/portal/SAM/#1>
- **Uniform Guidance §200.331 - Requirements for grantees:**
 - A requirement that the grantee permit the state agency and auditors to have access to the grantee's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
 - Appropriate terms and conditions concerning closeout of the subaward.
- **Cost Category Definitions:** See Planning Instructions
- **Administration Limit:** Maximum of ten percent (10%) may be expended for administration costs for formula grants and mass layoff projects.

3) ITEMS REQUIRED DURING THE GRANT PERIOD:

- **Grant Program Monitoring Guide** – Complete and return to program monitor as requested.
- **Monthly Financial Status Report (FSR) / Monthly Reimbursement Payment Request (RPR)** – Due no later than the 20th of the month after quarter end. For example, June RPR (June 30 end date) is due August 20. Report accrued monthly expenditures.
- **Quarterly Progress Report (QPR)** – Due no later than the 30th of the month after quarter end. For example, Quarter 1 report (September 30 end date) is due October 30.

Exhibit B

Anticipated number of enrollees	
AEOA	12
Cost per participant	\$3,000
By Agency	AEOA
Administration	\$3,600
Career Services	\$14,400
Direct Training Services	\$10,800
Support Services	\$7,200
Total	\$36,000