

SUBRECIPIENT FUNDING AGREEMENT

BETWEEN

BOARD OF TRUSTEES OF THE MINNESOTA
STATE COLLEGES AND UNIVERSITIES ON BEHALF OF
LAKE SUPERIOR COLLEGE

AND

CITY OF DULUTH

FOR THE

STATE OF MINNESOTA

DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
WORKFORCE DEVELOPMENT DIVISION

PATHWAYS TO PROSPERITY (P2P) - BRIDGE TO HEALTHCARE CAREERS
MINNESOTA STATE DISLOCATED WORKER AND/OR
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) ADULT
State Fiscal Year 2026 (SFY26) and State Fiscal Year 2027 (SFY27)

THIS AGREEMENT, is by and between the **CITY OF DULUTH**, (the "City"), and **THE STATE OF MINNESOTA THROUGH THE BOARD OF TRUSTEES OF THE MINNESOTA STATE COLLEGES AND UNIVERSITIES** on behalf of **LAKE SUPERIOR COLLEGE**, (the "Grantee").

WHEREAS, the City has entered into a Master Grant Agreement, attached as *Exhibit G*, 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 grant funding in the amount of Six Hundred Forty Thousand Dollars and 00/100 (\$640,000.00) from DEED under its Pathways to Prosperity Program (the "Program Grant"), and through additional funds made available through the Minnesota State Dislocated Worker and/or Workforce Innovation and Opportunity Act Adult Program, for the purpose of supporting workforce needs in key industries and address employment disparities in Duluth, and Saint 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 P2P Bridge to Healthcare Careers Program Project Specific Plan and Work Plan, along with the respective Project Specific Plans for the State Dislocated Worker and WIOA Adult programs, are attached as *Exhibit A* (P2P Bridge to Healthcare Careers) and *Exhibit B* (State Dislocated Worker and WIOA Adult); 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 no more than Sixty-Eight Thousand Seven Hundred Dollars and 00/100 (\$68,700.00) for Grantee’s performance of its obligations under the Program Grants including funding allocated as follows:

Subrecipient Agreement Award SFY26 and SFY27	Lake Superior College
P2P Bridge to Healthcare SFY26	\$ 28,163.00
P2P Bridge to Healthcare SFY27	\$ 28,163.00
State DW and/or WIOA Adult	\$ 12,374.00
Total	\$ 68,700.00

State Fiscal Year 2026 (SFY26) funding will be available beginning the execution date of this agreement through June 30, 2027. State Fiscal Year 2027 (SFY27) funding will be available beginning July 1, 2026, through June 30, 2027.

- A. Perform the duties specified in the Work Plans and Budgets for the P2P Bridge to Healthcare Careers and State Dislocated Worker and/or WIOA Adult Program grants, as set forth in the attached as ***Exhibit A, and Exhibit F***; and incorporated into this Agreement.
- B. Achieve the specific enrollment, training completion, and placement targets for each grant outlined in the P2P SFY26 and SFY27 Performance Goals, attached as ***Exhibit C***.
- C. Fulfill the roles and responsibilities as outline in the P2P Partner Roles and Responsibilities Summary, ***Exhibit D***.
- 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 DEED’s reporting due date and/or any other reporting required by DEED, including Workforce One reporting and the 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. Assist in the completion of the DEED Pathways to Prosperity Monitoring Guide.
- 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 Sub-Grantee Obligations Acknowledgement Checklist, attached as ***Exhibit E***.
- 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, Project Specific Plans, and State and Federal laws and regulations, including but not limited to accessibility requirements of the Americans with Disabilities Act in the creation of marketing materials under this Subgrant. 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 shall complete the Program for SFY26 and SFY27 on or before June 30, 2027. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first. If the term of the Project Specific Plan agreements are extended, subject to approval by DEED, the term of this Subgrant may be equally extended 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's total payment to the Grantee under this Agreement shall not exceed Sixty-Eight Thousand Seven Hundred Dollars and 00/100 (\$68,700.00). Of this amount, payment shall be limited to no more than Twenty-Eight Thousand One Hundred Sixty-Three Dollars and 00/100 (\$28,163.00) in SFY26 P2P funds; upon receipt of SFY27 P2P funds, no more than Twenty-Eight Thousand One Hundred Sixty-Three Dollars and 00/100 (\$28,163.00) in SFY27 P2P funds; and Twelve Thousand Three Hundred Seventy-Four Dollars and 00/100 (\$12,374.00) in State DW and/or WIOA Adult funds. Grantee's proposed budgets are detailed in the P2P SFY26 and SFY27 budgets, as well as the State Dislocated Worker and WIOA Adult programs budgets, all of which are attached as *Exhibit F*. Provided that the total funding allocation remains unchanged, Grantee may reallocate funds among budget categories within the grant with the prior written approval of the Workforce Development Director. Invoices shall be submitted monthly using the Grantee's Reimbursement Payment Request and Performance Outcomes (Invoice Template Example) or according to another schedule approved in writing by the Workforce Development Director. A final invoice

must be received no later than July 31, 2027. Payment for services rendered will be made within forty-five (45) days of receipt of a properly submitted 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: Lake Superior College
Attention: Nickoel Anderson
Vice President of Finance & Administration
2101 Trinity Road
Duluth, MN 55811
Nickoel.anderson@lsc.edu
218.733.7724

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, Earned Sick and Save Time, Workers' Compensation, Minnesota Paid Leave, 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, to the extent authorized by Minnesota law.

Nothing herein shall be deemed to create any liability on behalf of the City 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 the City to amounts in excess of that specified in said Chapter. Nothing herein shall be deemed to create any liability on behalf of the Grantee not otherwise existing as to such party under the provision of the Minnesota Tort Claims Act, Minnesota Statutes section 3.736 or to extend the amount of liability of the Grantee to amounts in excess of that specified in said statute.

- E. **Indemnification.** In accordance with Minnesota Statutes section 16C.05, subd. 8, Grantee is prohibited from and will not 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 or self-insurance coverage for all employees involved in the performance of this Agreement.
- G. **Insurance.** In accordance with the limits prescribed by the Minnesota Tort Claims Act, Grantee shall procure and maintain continuously in force Comprehensive General Liability insurance or self-insurance in limits of not less than Five Hundred Thousand Dollars and 00/100 (\$500,000.00) per person for bodily injury and property damage and One Million Five Hundred Thousand Dollars and 00/100 (\$1,500,000.00) aggregate for bodily injury and property damage per occurrence.

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 and the City 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 and City records with respect to any matters covered by this Agreement must be made available to the City, DEED, the Grantee, the Minnesota Legislative auditor and the Minnesota State auditor or their designees at any time during normal business hours, as often as the City, DEED, the Grantee, the Minnesota Legislative auditor and the Minnesota State auditor deems reasonably 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 City and 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

LAKE SUPERIOR COLLEGE

By _____
Mayor (City Administrator per delegated authority)

By _____
Linda Kingston

Its: President

Attest:

City Clerk
Date Attested: _____

By: _____

Its: _____

Countersigned:

City Auditor

As to form:

City Attorney

ATTACHMENTS

Exhibit A: P2P Bridge to Healthcare Careers (SFY26–SFY27) Project Specific Plan and Work Plan

Exhibit B: State Dislocated Worker and WIOA Adult programs Project Specific Plans

Exhibit C: P2P SFY26 and SFY27 Performance Goals

Exhibit D: P2P Partner Roles and Responsibilities Summary SFY26-SFY27

Exhibit E: Sub-Grantee Obligations Acknowledgement Checklist

Exhibit F: P2P SFY26 and SFY27 Budgets

Exhibit G: Master Grant Agreement Duluth & DEED July 2023-June 2028

PROJECT SPECIFIC PLAN (PSP)

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

ORIGINAL

Master SWIFT Contract Number: 231738

Grant ID Number: 6047801

GRANTOR / STATE	GRANTEE
Employment and Training Programs Division MN Department of Employment and Economic Development 180 E. 5 th Street, Suite 1200 St. Paul, MN 55101	City of Duluth 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

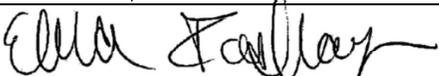
Required Attachments: Attachment 1: Work Plan
Attachment 2: Budget
Attachment 3: Partnership Chart
Attachment 4: Terms and Conditions

COMPLETED BY DEED:

Program Name: SFY 26/27 P2P Bridge to Career Pathways, City of Duluth			
Start/Execution Date¹:	01/21/2026	SWIFT Contract Number:	282053
End Date:	06/30/2027	SWIFT PO Number:	3000633821
Amount:	\$350,000.00	SWIFT Vendor Number + Location:	0000197681.001
Match / Leverage Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Procure-It Number:	99866
AFS Signature:			NGA Number: 25-12
	Encumbrance Date: 01/20/26		

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:  **Date:** 01/21/26

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:  **Date:** 1/21/2026

Printed Name and Title of State's Authorized Representative: Marc Majors, Deputy Commissioner Workforce Development or Mike Lang, Director of Workforce Strategies and Innovation

¹ The date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5.

Attachment 1: Work Plan

SFY 26/27 Bridge to Career Pathways Grant Summary Sheet

Organization Information			
1. Organization Name:	City of Duluth		
2. Organization Type:	<input type="checkbox"/> Nonprofit Organization <input checked="" type="checkbox"/> Public/Gov't Entity or Tribal governments <input type="checkbox"/> Community action agencies <input type="checkbox"/> Alternative secondary institutions or post-secondary institutions <input type="checkbox"/> Business organization or trade associations <input type="checkbox"/> Labor Organizations		
3. Organization Website:	https://duluthmn.gov/workforce-development/		
4. Physical Address:	402 W 1 st Street Duluth, MN 55802	5. Mailing Address:	402 W 1 st Street Duluth, MN 55802
6. Executive Director Name:	Elena Foshay	7. Program Contact Name:	Betsy Hill
8. Executive Director Title:	Director, Workforce Development	9. Program Contact Title:	Adult and Career Pathways Lead
10. Executive Director Telephone Number:	218-730-5241	11. Program Contact Telephone Number:	218-348-1322
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)	0000197681.001	17. Unique Entity Identifier (UEI) Number: (if available)	S3MZFK8JXGJ3
Program Information			
18. Program Name:	Career Pathway Training for High-Demand Occupations in Healthcare and Human Services		
19. Program Summary:	This proposal supports career pathway training for eligible participants in three high-demand occupations that serve as entry points for a variety of career pathways: Certified Nursing Assistant, Phlebotomy, and Human Services. Participants will benefit from academic support provided by Duluth Adult Education, as well as case management support and job placement assistance provided by Duluth Workforce Development and True North Goodwill.		
20. Geographic Area Served by Program:	Primary: (based on physical address) <input type="checkbox"/> 7-County Metro Area or <input checked="" type="checkbox"/> Greater Minnesota Secondary: (if applicable) <input type="checkbox"/> Statewide		

Organization Information	
21. Target Population to be Served:	<p><i>Program will serve Minnesota residents at least 18 years old, authorized to work in the U.S., 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.</i></p> <p>Population(s) Served: (Check all that apply)</p> <p><input checked="" type="checkbox"/> <i>Individuals of Color</i></p> <p><input checked="" type="checkbox"/> <i>Individuals lacking stable housing</i></p> <p><input checked="" type="checkbox"/> <i>Individuals who are or have been justice involved</i></p> <p><input type="checkbox"/> <i>Individuals without a high school diploma or equivalent</i></p> <p><input checked="" type="checkbox"/> <i>Individuals with disabilities</i></p> <p><input checked="" type="checkbox"/> <i>Individuals who have been unemployed for 26 or more of the past 52 weeks</i></p> <p><input type="checkbox"/> <i>Individuals with limited English and math proficiency</i></p> <p><input checked="" type="checkbox"/> <i>Individuals at or below the 200% federal poverty guideline</i></p> <p><input type="checkbox"/> <i>Other – please describe</i></p>
22. Total Amount of DEED Funds Awarded:	\$350,000.00
23. Number of Participants to be Enrolled into Program:	40
24. Cost Per Participant: <i>Total funds awarded divided by projected total enrolled participants</i>	\$8,750.00
25. Cost per Credential attained: <i>Total funds awarded divided by projected participants to attain a credential</i>	\$10,937.50
26. Cost Per Exit to Employment: <i>Total funds awarded divided by projected total participants exited to employment</i>	\$12,963.00
27. Program Components:	<p><i>Select all the components of your program</i></p> <p><input checked="" type="checkbox"/> <i>Adult Basic Education (ABE)</i></p> <p><input type="checkbox"/> <i>English Language Learner (ELL)</i></p> <p><input checked="" type="checkbox"/> <i>Work Readiness</i></p> <p><input checked="" type="checkbox"/> <i>Certificate Training</i></p> <p><input checked="" type="checkbox"/> <i>Credential Training</i></p> <p><input type="checkbox"/> <i>Work Experience</i></p> <p><input checked="" type="checkbox"/> <i>Other - Placement in employment and/or further education</i></p>
28. Target Industry Sectors: <i>(Healthcare, IT, Manufacturing, etc.)</i>	<i>Healthcare</i>
29. Name of Credential(s) to be awarded: Understanding Postsecondary Credentials in the Public Workforce System	<i>Certified Nursing Assistant Phlebotomy Certificate Intro to Human Services Certificate</i>
30. Training Provider(s):	<i>Lake Superior College Fond du Lac Tribal and Community College</i>

Organization Information	
31. Training Provider(s) is Minnesota Office of Higher Education Compliant? <i>All training providers must be Minnesota Office of Higher Education compliant or compliant with regulatory body with oversight as applicable.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
32. Training Program Format:	<input type="checkbox"/> In-person <input type="checkbox"/> Online <input checked="" type="checkbox"/> Blended/Hybrid
33. Length of Training Program:	<i>8-16 weeks</i>
34. Compensated Partners:	<i>True North Goodwill, Lake Superior College, Fond du Lac Tribal and Community College, Duluth Adult Education</i>
35. Workforce Development Partner:	<i>City of Duluth Workforce Development, True North Goodwill</i>
36. Adult Basic Education Partner:	<i>Duluth Adult Education</i>
37. Employer Partner(s):	<i>Essentia Health, Aspirus St. Luke's, CHUM, Life House, Lifestone Health Care</i>

Attachment 1: Work Plan

Narrative

1. Program Summary

This project offers a cohort-based, supportive environment for participants that includes academic support provided by Duluth Adult Education, technical skills development provided by college partners, wraparound case management, and intensive job placement assistance. Our Career Pathway Training program will offer two Certified Nursing Assistant classes in partnership with Lake Superior College. This class integrates Duluth Adult Education to help supplement and support online learning components, increases the amount of in-person class time, integrates employer engagement and work readiness including guaranteed interviews and exclusive worksite tours, and eliminates the cost barrier, making it a more equitable training option for those who need a different model to be successful.

We will also offer one (1) Phlebotomy training class in response to employer need and requests for this training from jobseekers. This is a new option offered in partnership with Lake Superior College, with support from Duluth Adult Education. The course will be a semester-long intensive course that integrates an internship component for hands-on practice. Though employers can hire someone without a Phlebotomy certification and train them on the job, coming in with the credential will make participants more competitive candidates and allow them to start at a higher wage. It will also pave the way toward advancement into Medical Lab Technician and other roles that are in high need – particularly among our two largest hospital systems.

Finally, we will offer for the second time an Intro to Human Services class in partnership with Fond du Lac Tribal and Community College. This class will prepare participants for entry level jobs in human services, including case management at local social service organizations and entry-level human service jobs with St. Louis County. This class will integrate several improvements, including tighter screening for employment readiness, orientation to the County's Civil Service hiring process, and exposure to a broader range of career pathway options including behavioral health, public health, and services for individuals with disabilities. Participants who wish to continue their education can continue with FDLTCC's two-year Human Service degree program, which easily transfers to a four-year social work degree and beyond.

2. Components of Program

- a. Pre-employment/work readiness training, including who will provide training.

Work readiness training will be built into each class with content developed from employer feedback about what makes a candidate marketable and successful, and from our 10+ years of career pathway program implementation and evaluation responses from successful past program graduates. Each class will incorporate workforce readiness training days that will include:

- Facilitated employer panels featuring staff working in the field to provide the opportunity for students to ask questions and get a realistic understanding of job duties, employer hiring processes and advancement opportunities;
- Mock interviews with employers who can offer feedback to participants as they practice interviewing and networking skills;
- Intensive job search training activities to help students identify what makes a job a

good fit for them and how to feature new and transferrable skills in applications, draft resumes and practice for interviews, and create a ‘next steps’ plan to achieve their career goals;

- Discussions with Navigators about characteristics for success, such as professionalism, understanding expectations, problem solving, communication, teamwork and timeliness/reliability.
- b. List specific certificates and credentials that will be offered, including who will provide training and if your training is MOHE compliant.
Three credentials will be offered. Certified Nursing Assistant and Phlebotomy will be taught by Lake Superior College. Intro to Human Services will be taught by Fond du Lac Tribal and Community College. Both colleges are MOHE-compliant, and will offer college credit and transfer opportunities for students who wish to continue their education. Phlebotomy students will also complete their Basic Life Support certification through the American Red Cross.
 - c. List any work experience opportunities for participants, if applicable. Include if it’s a paid or unpaid work experience, internship, or other similar opportunities.
Phlebotomy students will be required to complete a two-week unpaid internship as part of their credential. Intro to Human Services will have the opportunity to complete paid internships through other grants if they wish to gain work experience as a bridge to employment.
 - d. Include information on any meals or snacks to be provided to participants, if applicable. Food purchases must comply with the guidance in the [Adult Career Pathways Operations Guide](#). Snacks will be provided to students at graduation celebrations at the end of each training class, maximum of \$200 per graduation celebration.

3. Job Placement and Retention

Employers are key partners in this project, and all three credentials were selected as a result of input from employers on occupations in high demand. Our sector strategy working groups are key venues for learning about job openings, talking about program graduates, and facilitating connection to recruiters and hiring managers. All classes will include Workforce Development Days, when employers meet with the class to talk about job opportunities, application processes, and interview prep. We also host monthly job fairs, where participants can connect directly with employers. Through all of these efforts, we will leverage our relationships with local employers to help program participants obtain employment upon credential completion.

4. Staffing for Program

Staff Title	Description of Duties	Approximate FTE Allocated to this Program	Employee or Contracted Staff
Adult/Career Pathways Lead	Overall program coordination, training and support for case management staff, DEED communication, employer outreach and networking	0.20	Employee
Career Pathways Navigators	Assessment, intake/enrollment, case management, job placement support, issuance of support services, WF1 data entry	0.50	Employee
Operations Manager	Budget and contract management	0.05	Employee

Director	Staff supervision, overall program oversight	0.05	Employee
Intake Specialist	Eligibility screening, enrollment	0.15	Contracted Partner
Career Specialist	Case management, job placement support, issuance of support services, WF1 data entry	0.50	Contracted Partner
ABE Instructor	Instruction for ABE portion of training	0.10	Contracted Partner

5. Enrollment Process

Participation in any of our programs generally begins with an initial application, which captures basic eligibility and contact information. Once reviewed to determine that the person is eligible, an initial assessment is completed to determine career skills and interests, employment and/or educational goals, and whether they are a fit for what this program can offer. All participants with an educational goal who do not already have a 2- or 4-year degree will also complete a CASAS grade level assessment to ensure they are academically ready for a college level course or to create a warm referral to our Duluth Adult Education partner for further skill development prior to enrollment in a college program. Because this project focuses on jobs in the healthcare industry, eligibility assessments will include a detailed conversation about criminal history, to identify any background issues that may prohibit someone from entering employment. Once confirmed that the participant is eligible and that their goals align with program objectives, we proceed with enrollment.

Supportive services needs are identified and made available, including transportation assistance and work clothes/shoes. During training, Navigators visit the class at least once per week to check in on participants and address any challenges. During this time, Navigators also meet with participants to focus on job placement, continued education, and additional support needs. Once placed in further education or employment, Navigators continue to check in at least once per month for the first 90 days to ensure placement is successful. Participants who choose may stay in touch longer and often continue to provide updates or return for additional services.

6. Assessments

Navigators conduct an interview-based, comprehensive Objective Assessment that looks at work and educational history, skills and strengths, and any barriers to completing education or obtaining employment. The participant and Navigator also collaborate to write an Individual Employment Plan, which is revisited at least once per year.

Any participant wishing to receive support for training must complete the CASAS grade level assessment administered by Duluth Adult Education, unless they already have a 2- or 4-year degree. In general, we expect participants to score at an 8th grade reading/math level or higher to be deemed ready for success in college programs. Phlebotomy students will require additional assessment to ensure readiness for the program, including a minimum 11th grade reading score on the CASAS test.

7. Organizational Plan

We exclusively use Workforce One as our case management database and are very comfortable with both data entry and building reports through this system. All staff are thoroughly trained in WF1, and we have

both trained and monitored subgrantees – and particularly True North Goodwill - on their use of WF1 to document services and programs.

8. Compensated Partners

Compensated partners are True North Goodwill, Lake Superior College, Fond du Lac Tribal and Community College, & Duluth Adult Education.

True North Goodwill will be the only partner we will be required to monitor; the others are training providers. This will likely take place in September/October 2026. True North Goodwill will also complete program monitoring, typically done within one quarter of the start of each training class. This consists of a full file review, to ensure documentation is complete and accurate.

9. Support Services and Incentives

Participants will have access to support services based on their individual needs and in alignment with our policies. This includes bus passes or gas cards, uniforms or other work clothes and shoes, and tools and equipment needed for school or work. It may also include rent assistance, help paying for internet connection, help with childcare costs, or other individual needs to overcome barriers and achieve program goals. A detailed list of all support services and incentives can be found in our Support Services & Incentive Policy.

10. Program Evaluation

Of those enrolled under this grant, all will receive postsecondary training leading to industry-recognized credentials. A few of the Phlebotomy participants will have their training costs paid out of other grants, so the credentials will not be captured under P2P. Job placement would be the ultimate goal for all participants enrolled, though some may begin a degree program that lasts beyond the duration of the grant which may delay entry into employment. For placement, we would focus exclusively on jobs that offer competitive wages – typically \$16/hr or higher in this region. Job retention will be evaluated through a continuation of services for participants for the first several months of employment including monthly check-ins to evaluate how the transition into employment is going, address concerns and celebrate successes. In addition to these, our primary measure of success will be whether participants successfully overcome barriers to education and employment. We will also look at whether their employment is related to their training, and whether they have goals of pursuing career advancement in the short- or long-term. Finally, we will track whether participants enter further training or education within a year of program completion.

11. Outreach and Recruitment

To recruit participants, we will utilize several strategies. First priority is to enroll participants who have completed the On-ramp program (by True North Goodwill) – or previous On-ramp training participants. Additionally, we will seek to co-enroll participants currently engaged with MFIP or SNAP Employment Services, CDBG-funded job training programs, Youth Employment Services (YES) Duluth, Duluth Adult Education, or other workforce development programs at DWD or through our partners. We will also conduct outreach through paid social media ads, earned media, community partners and events, and job fairs. We will also reach out to employer partners to identify individuals from our target populations in

entry-level jobs such as PCAs, dietary, or environmental services who could benefit from support for training that leads to career advancement.

We also rely on a team of contracted Community Liaisons to help with recruitment. These are individuals who work with current and past Duluth Public Schools students and their families to learn about career pathways and connect to training opportunities. They host dinner events with guest speakers, field trips, and table at community events to spread the word and reach community members from underrepresented populations. Once 'recruits' are engaged, the Community Liaisons provide mentorship as they resolve barriers and support follow-through towards employment and educational goals.

We will begin recruiting immediately, with a focus on the end goal of employment rather than the training program itself. Similar to previous years, we will create a sort of 'course catalog' that groups together all the various ways community members can pursue training for in-demand careers. The intent is to attract interest in post-secondary training in general, and then use initial assessments to determine the best occupation and training pathway for each individual. We will also promote success stories among past participants as a way to attract attention and inspire motivation.

Attachment 1: Work Plan

Table

Complete the work plan as applicable to your program

Measurable Outcome	Year 1 Grant Start Date through 06/30/2026	Year 2 07/01/2026 through 06/30/2027	Total Participants (Year 1 + Year 2)	Total Percent Grant Start Date through 06/30/2027
Total Enrollments	10	30	40	100%
Total Participants Enrolled in Work Readiness Training	10	30	40	100%
Total Participants Enrolled in Bridge Training	10	27	37	93%
Total Participants Completing Bridge Training	9	23	32	86%
Total Participants Obtaining One or More Industry Recognized Credentials	9	23	32	86%
Exits to Employment	7	20	27	68%
• Exits to Employment related to training industry sector(s)	7	20	27	68%
• Exits to Employment at or above \$16/hour	7	20	27	68%
Exits to Post-Secondary Education	2	5	7	18%
All Other Exits	1	5	6	15%
All Exit Total ¹	10	30	40	100%

¹ All Exits Total = (Exits to Employment + Exits to Post-Secondary Education + All Other Exits) and must match Total Enrollments.

Attachment 2: Budget

Yearly Budget

Please complete budget form. You are not required to use all cost categories. Please see [ACP Cost Category Guidance](#) to determine how to categorize expenditures. The total award will be divided equally between SFY2026 (Year 1) & SFY2027 (Year 2). SFY 2027 (Year 2) funds will not be available until 7/1/2026.

Office Use Only	Cost Category	SFY 26 - Year 1 funds available Grant Start Date through 06/30/2027	SFY 27 - Year 2 funds available 07/01/2026 through 06/30/2027	Budget Total (Year 1 + Year 2)	Total Percent of Budget per Cost Category
833	Administrative Costs ²	\$17,500.00	\$17,500.00	\$35,000.00	10% maximum
885	Direct Services	\$87,836.00	\$87,836.00	\$175,672.00	50%
886	Direct Services WR-GED-ABE	\$22,955.00	\$22,955.00	\$45,910.00	13%
838	Direct Customer Training	\$43,009.00	\$43,009.00	\$86,018.00	25%
828	Support Services	\$3,700.00	\$3,700.00	\$7,400.00	2%
	Total:	\$175,000.00	\$175,000.00	\$350,000.00	100%

² Administrative costs cannot exceed 10% of total funds awarded

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. All compensated partners must have a [Compensated Partner Information Form](#) on file with DEED.

All grantees are required to comply with [Minnesota Office of Grants Management Policy 08-01](#), with particular attention to “Organizational Conflicts of Interest”. Actual, potential, or perceived conflicts of interest may include but are not limited to: any familial or personal relationship, providing donations to the grantee, former staff of the grantee, sitting on grantee's board of directors, and providing donations to the grantee in exchange for awarding a subcontract.

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	Completed Compensated Partner Information Form <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Signed Contract/MOU on file <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Approximate Total Amount of Compensation from Grant ³ \$84,724.00	Responsible for Workforce One Data Entry <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Workforce Organization	True North Goodwill, 700 Garfield Avenue, Duluth, MN 55802	Provide 1:1 case management and work readiness training; Input client data, documentation and outcomes in Workforce One; Participate in P2P skills training planning and implementation meetings; Offer computer and internet access and digital skills support to participants; Coordinate with DWD to provide comprehensive career counseling to participants; Assist with community outreach and engagement	Dodie Brown, President and CEO, dbrown@truenorthgoodwill.org, 218-336-1550	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$84,724.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

<p>ABE Partner - Public School District</p>	<p>Duluth Adult Education 25 West First Street Duluth, MN 55802</p>	<p>Provide pre-training assessment to determine potential client readiness; Provide industry contextualized basic skill instruction in reading, math and computers; Provide instruction in workplace employment soft skill training; Provide additional academic support for clients during industry specific training; Provide post training assessment to measure basic skill improvement in reading and math; Participate in P2P skills training planning and implementation meetings; Assist with community outreach and engagement to the target populations</p>	<p>Angie Frank angie.frank@isd709.org (218) 336-8725</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>\$45,910.00</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Educational Institution (postsecondary)</p>	<p>Lake Superior College 2101 Trinity Road Duluth, MN 55811</p>	<p>Post-secondary institution partners will provide credit-bearing courses leading to industry-recognized credentials, including certificates, Diplomas and Associate's degrees. They will also refer eligible students to Duluth Workforce Development for enrollment, and assist with internship matching as needed. This institution offers in-kind office space to meet with students on campus.</p>	<p>Thomas Kriske, thomas.kriske@lsc.edu, 218-733-1026</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>\$56,326.00</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Educational Institution (postsecondary)</p>	<p>Fond du Lac Tribal and Community College 2101 14th St. Cloquet, MN 55720</p>	<p>Post-secondary institution partners will provide credit-bearing courses leading to industry-recognized credentials, including certificates, Diplomas and Associate's degrees. They will also refer eligible students to Duluth Workforce Development for enrollment, and assist with internship matching as needed.</p>	<p>Jeannie Kermeen, jeannie.kermeen@fdltcc.edu, 218-879-0790</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>\$22,318.00</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

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:

Adult Career Pathways
Department of Employment and Economic Development
180 E 5th St Suite 1200
St. Paul, MN 55101
ACPgrants.deed@state.mn.us

Ama Akakpo
Director, Employment & Training Programs Division
(651) 355-0360
Ama.Akakpo@state.mn.us

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

Vanessa Roman
Lead Adult Career Pathways Program Coordinator
(651) 259-7578
Vanessa.Roman@state.mn.us

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

Monitoring Contact

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

Fiscal Contact

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://www.mnworkforceone.com/Default.aspx>

2) FUNDING INFORMATION AND LIMITATIONS:

Unique Entity ID (UEI): Grantee is encouraged to have a valid Unique Entity Identifier (UEI) number created in [SAM.gov](https://sam.gov).

Cost Category Guidance: See ACP Cost Category Guidance for more information about what items can be billed to each cost category https://mn.gov/deed/assets/2022-2023-guidance-cost-category-definitions-grant_tcm1045-490816.pdf

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.)* As a condition of receiving a grant from an appropriation of state funds, the recipient of the grant must agree that the administrative costs must be reasonable and necessary.

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 Reports – Quarterly reports are due on the 30th of the month following the end of the quarter, April 30, July 30, October 30, and January 30.

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.

Grantee Contact Information – As required by [MN Statutes 16B.98 subd. 5\(d\)](#), grantees must clearly post on the grantee’s website the names of and contact information for the organization’s leadership and the employee or other person who directly manages and oversees this grant on behalf of the grantee.

Termination for Insufficient Funding - In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Project Specific Plan without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Project Specific Plan. The Grantee will be notified in writing of the temporary pause, and the Grantee’s ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Project Specific Plan may resume.

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.

Attachment 4: Terms and Conditions

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

Exhibit B

**STATE OF MINNESOTA
PROJECT SPECIFIC PLAN (PSP)
MODIFICATION**

Master Contract Number:	DULUTH2024M
Term of Master Contract:	08/15/2023-6/30/2028
Master SWIFT Contract Number:	231738
Grant ID Number:	6048500
Modification Number:	1

GRANTOR / STATE	GRANTEE
Employment and Training Programs (ETP) Division MN Department of Employment and Economic Development Great Northern Building, 180 E. 5 th St. – Suite 1200 Saint Paul, MN 55101	City of Duluth Workforce Development 402 West 1st Street Duluth, MN 55802
GRANT MANAGER CONTACT	GRANTEE CONTACT
Name and Title: Rita Apaloo, Grants Specialist Coordinator Phone: 651-259-7540 Email: rita.apaloo@state.mn.us	Name and Title: Elena Foshay, Director Phone: 218-730-5241 Email: efoshay@duluthmn.gov

Except as modified herein, the Original PSP and all previously modified PSPs remain in full force and effect. If applicable:

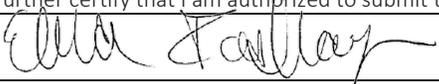
- Attachment 1: Work Plan is deleted in its entirety and replaced with **Attachment 1: Work Plan Modification 1**
- Attachment 2: Budget is deleted in its entirety and replaced with **Attachment 2: Budget Modification 1**
- Attachment 3: Terms & Conditions is deleted in its entirety and replaced with **Attachment 3: Terms & Conditions Modification 1**

COMPLETED BY DEED:

Program Name: PY25/SFY26 State Dislocated Worker			
Start Date¹/Execution Date (if applicable)²	07/01/2025	This Modification includes:	Additional funding, \$94,089.00, approved at Special MJSP Board Meeting on Oct. 3, 2025.
Original End Date:	06/30/2027		
Most Recent End Date (if applicable):	N/A		
New/Requested End Date (if applicable):	N/A	SWIFT Contract Number:	274141
Original Total Amount:	\$84,458.00	SWIFT PO Number:	3000612167
Most Recent Total Amount (if applicable):	N/A	SWIFT Vendor # and Location:	0000197681.001
New/Requested Amount:	\$178,547.00	Procure-It Number:	99018
Match / Leverage Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NGA Number:	25-8
AFS Signature:			Encumbrance Date: 11/24/25

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:  **Date:** 11/26/25

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

APPROVED BY (GRANTOR / STATE):

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

Signature:  **Date:** 12/3/2025

Printed Name and Title of State's Authorized Representative: Marc Majors, Deputy Commissioner, Workforce Development or Mike Lang, Director of Workforce Strategies and Innovation

¹ [Dept. of Administration and Minnesota Management and Budget Policy 21-01](#): contract and grant encumbrance exception for "Formula grants authorized by statute or session law to units of government". Start date is 7/1/2025; execution date is the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5.

² Execution date is the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5.

GRANTOR / STATE	GRANTEE
Employment and Training Programs Division MN Department of Employment and Economic Development 180 E. 5 th Street, Suite 1200 St. Paul, MN 55101	City of Duluth Workforce Development 402 West 1 st Street Duluth, MN 55802
GRANT MANAGER CONTACT	GRANTEE CONTACT
Name and Title: Sou Thao, Grants Specialist Senior Phone: 651-259-7564 Email: sou.thao@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: Terms and Conditions

COMPLETED BY DEED:

Program Name: PY25FY26 WIOA Adult			
Start Date¹/Execution Date²	07/01/2025 / 08/21/2025	SWIFT Contract Number:	274134
End Date:	06/30/2027	SWIFT PO Number:	3000612164
1st Allotment:	\$40,683.00	SWIFT Vendor Number + Location:	0000197681.001
2nd Allotment:	\$162,732.00	Procure-It Number:	96571
Total Amount:	\$203,415.00	Execution Date³/NGA Number:	08/21/2025 / 25-4 & 25-7
Match / Leverage Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
AFS Signature: 	Encumbrance Date: 07/28/25		

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:  **Date:** 08/18/25

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

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:  **Date:** 8/21/25

Printed Name and Title of State's Authorized Representative: Marc Majors, Deputy Commissioner, Workforce Development

¹ [Dept. of Administration and Minnesota Management and Budget Policy 21-01](#): contract and grant encumbrance exception for "A grant which is a pass-through of federal funds, and the federal program authorizes reimbursement of expenses incurred prior to the authorized start of work." Start date is determined by Notice of Award (NOA) Effective Date.

² Execution date is the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5.



Workforce Development

402 West First Street
Duluth, Minnesota 55802

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

Exhibit C

P2P Bridge PY26-27 Performance Goals

Measurable Outcome (Bridge)	Grant Start Date through 06/30/2027
Total Enrollments	40
Total Participants Enrolled in Work Readiness Training	40
Total Participants Enrolled in Bridge Training	37
Total Participants Completing Bridge Training	32
Total Industry Recognized Credentials Attained	32
Exits to Employment	27
<ul style="list-style-type: none"> Exits to Employment related to training industry sector(s) 	27
<ul style="list-style-type: none"> Exits to Employment at or above \$16/hour 	27
Participants Exited to Post-Secondary Programs	7
All Other Exits	6
Total Exits	40

	Total Enrollment - 01/01/2026-06/30/2027	Enrolled in training - 01/01/2026-06/30/2027	Complete Training	Exit to Employment	Exit to Further Training/ Apprenticeship
<i>Goals</i>					
C N A - (2 cohorts)	20	20	18	14	4
Intro to Human Services (1 cohort)	12	12	10	8	2
Phlebotomy (1 cohort)	8	8	6	5	1
Total - Healthcare Bridge	40	40	34	27	7

	C.N.A. 1	C.N.A. 2	Phlebotomy	Intro to Hum Svcs	TOTAL	Percent
DWD Caseload	5	5	8	6	24	60%
TNG Caseload	5	5	0	6	16	40%

**P2P Partner Roles and Responsibilities Summary
Pathways to Prosperity – On-ramp, Bridge, and Individualized
State Fiscal Year 26 & State Fiscal Year 27**

Exhibit D

Role and Responsibility	Duluth Workforce Development	True North Goodwill	Lake Superior College and Fond du Lac Tribal and Community College	Duluth Adult Education
Recruitment	<p>Conduct outreach and recruitment for Bridge and Individualized through a variety of channels</p> <p>Ensure all flyers and other marketing materials comply with accessibility guidelines</p> <p>Conduct eligibility screening and finalize class participant list by enrollment deadline</p>	<p>Conduct outreach and recruitment for On-ramp and Bridge through a variety of channels</p> <p>Ensure all flyers and other marketing materials comply with accessibility guidelines</p> <p>Conduct eligibility screening and finalize class participant list by enrollment deadline</p>	<p>Share information about training through available communication channels</p> <p>Refer interested individuals to DWD and/or TNG 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 (C.N.A, Intro to Human Services, and Phlebotomy) 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 (C.N.A. and Intro to Human Services) 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 TNG 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>

P2P Partner Roles and Responsibilities Summary
Pathways to Prosperity – On-ramp, Bridge, and Individualized
State Fiscal Year 26 & State Fiscal Year 27

Exhibit D

Role and Responsibility	Duluth Workforce Development	True North Goodwill	Lake Superior College and Fond du Lac Tribal and Community College	Duluth Adult Education
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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 TNG 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>Check in weekly with students and instructors while class is in session on progress and support needs</p> <p>Communicate with instructors to help track attendance and follow up</p>	<p>Check in weekly with students and instructors while class is in session on progress and support needs</p> <p>Communicate with instructors to help track attendance and follow up with students who are struggling in class</p>	Provide DAE instructor with class outline and materials to support pre-training preparation. Participate in planning for curriculum and classroom integration between LSC/FdL and DAE instructors	<p>Communicate with job counselors daily on student attendance and follow up at least weekly regarding students who are struggling in class</p> <p>Provide supplemental instruction as part of each training cohort</p>

P2P Partner Roles and Responsibilities Summary
Pathways to Prosperity – On-ramp, Bridge, and Individualized
State Fiscal Year 26 & State Fiscal Year 27

Exhibit D

Role and Responsibility	Duluth Workforce Development	True North Goodwill	Lake Superior College and Fond du Lac Tribal and Community College	Duluth Adult Education
	<p>with students who are struggling in class</p> <p>Develop plan for employer engagement during the classes.</p>		<p>Track student attendance using sign-in sheets</p> <p>Communicate with job counselors daily on student attendance, and follow up at least weekly regarding students who are struggling in class</p> <p>Provide effective and engaging career skills instruction in CNA, Phlebotomy, and 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>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>
Individualized	Screen and enroll participants seeking an industry-recognized credential in eligible career pathways	Refer interested individuals, including previous P2P On-ramp and Bridge participants, to DWD for Individualized enrollment	Provide training through standard degree and certificate programs	Complete CASAS assessments for all individuals seeking training assistance

P2P Partner Roles and Responsibilities Summary
Pathways to Prosperity – On-ramp, Bridge, and Individualized
State Fiscal Year 26 & State Fiscal Year 27

Exhibit D

Role and Responsibility	Duluth Workforce Development	True North Goodwill	Lake Superior College and Fond du Lac Tribal and Community College	Duluth Adult Education
Work Readiness	<p>Provide one-on-one work readiness counseling to participants</p> <p>Assist participants in creating resumes and cover letters and addressing barriers to employment</p>	<p>Provide one-on-one work readiness counseling to participants</p> <p>Assist participants in creating resumes and cover letters and addressing barriers to employment</p>	<p>Ensure training curriculum effectively teaches skills required to succeed on the job</p>	<p>Assist in providing work readiness instruction</p>
Job Placement	<p>Identify training-related job opportunities and share with program participants</p> <p>Connect with employer partners to visit Bridge classes, set up site visits, 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>	<p>Work with DWD to coordinate employer participation during training classes</p>	<p>n/a</p>

P2P Partner Roles and Responsibilities Summary
Pathways to Prosperity – On-ramp, Bridge, and Individualized
State Fiscal Year 26 & State Fiscal Year 27

Exhibit D

Role and Responsibility	Duluth Workforce Development	True North Goodwill	Lake Superior College and Fond du Lac Tribal and Community College	Duluth Adult Education
Grant Management	<p>Provide overall budget oversight</p> <p>Provide initial training to TNG staff on WF1 activities and data entry for Bridge</p> <p>Convene and facilitate partner coordination meetings</p> <p>Monitor performance measures and perform subgrantee monitoring</p> <p>Submit Bridge and Individualized quarterly reports to DEED</p> <p>Communicate with DEED as needed regarding modifications, questions, concerns</p>	<p>Fulfill recruitment, enrollment, and placement goals laid out in sub recipient agreement</p> <p>Participate in partner coordination meetings</p> <p>Complete internal file reviews to ensure compliance with WF1 data entry requirements</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 and maintaining knowledge of program and WF1 data entry requirements</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> <p>Designate point person to manage all components of program implementation including tracking timelines and deadlines</p>	<p>Actively participate in partner coordination meetings</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>

Adult Career Pathways - State Fiscal Year (SFY) 2026 – 2027

Sub-Grantee Obligations Acknowledgment 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.

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.

Eligibility/Enrollment Elements

I understand:

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.

[Documentation Needed to Support Participant Eligibility](#)

and have read the “Program Operations Guide” and understand that there are program requirements we must follow. [Program Operations Guide](#)

and have read the “ACP Cost Category Guidance” and understand that there are fiscal requirements we must adhere to. [ACP Cost Category Guidance](#)

Workforce One (WF1)

I understand:

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

I understand:

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; any equipment purchases over \$5,000 must be discussed and approved by your program coordinator.

all expenses associated with participants lacking enrollment/eligibility backup documentation will be disallowed.

all partners receiving compensation from this grant must be included in your executed contract's Partnership Chart, signed Compensated Partner Information Form, and a signed and dated MOU/Subcontract prior to expenses being incurred. [Compensated Partner Information](#)

Quarterly Reports - *due the 30th of the month following the end of the quarter April 30, July 30, October 30, and January 30.*

I understand:

that my organization is required to submit a quarterly narrative that describes the progress of the award.

Modifications to the Grant

I understand:

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 45 days prior to the end of the contract.

Other

I understand:

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). [MN Office of Grants Management 08.01](#)

that my organization must submit a Compensated Partner Information Form for all compensated partners before work begins. [Compensated Partner Information Form](#)

Wage Data

I understand:

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

P2P SFY 2026 and SFY 2027 Budget - LSC - Bridge - Healthcare

Notes

Pathways to Prosperity SFY 2026 and SFY 2027	Total (2-year) Budget	SFY 2026 (January 1, 2026 - June 30, 2027)	SFY2027 (July 1, 2026 - June 30, 2027)
Lake Superior College (LSC) - Total Budget >	\$70,486.00	\$28,163.00	\$28,163.00

Lake Superior College - Total Direct Customer Training >	\$56,326.00	\$28,163.00	\$28,163.00
C.N.A. Technical Instruction: 30 hours classroom instruction online; 48 hours of lab + clinicals; 18 hours for prep, additional student support, 8 hrs student make up time and overall partner coordination meetings. Budget includes testing for all participants, plus 2 knowledge retests and 3 skills retests per cohort. 10 students per cohort.	\$34,200.00	\$17,100.00	\$17,100.00
Phlebotomy Technical Instruction: 16 week hybrid program, 9 college credits. 62 hours of lab time. Two week internship in an outpatient clinic. Up to 8 students.	\$22,126.00	\$11,063.00	\$11,063.00

Additional \$12,374 to be paid out of other grants - build into LSC contract



SC # 231738
PR 79204

STATE OF MINNESOTA

MASTER GRANT CONTRACT AGREEMENT

State and/or Federal Master Grant Contract Agreement: DULUTH2024M

This Master Grant Contract Agreement is between the State of Minnesota, acting through its Commissioner of the Department of Employment and Economic Development (DEED), Employment and Training Programs ("State") and City of Duluth Workforce Development, 411 West 1st Street, Duluth, MN 55802 ("Grantee").

Recitals

1. The State is in need of employment and training related services from the State Employment and Training Programs (ETP) Division for program participants.
2. Under Minn. Stat. [§116J.035](#); the [Workforce Investment Act of 1998 \(WIA\), Public Law 105-220](#) (20 CFR Parts 660-672 only) as amended; the [Workforce Innovation and Opportunity Act \(WIOA\), signed July 22, 2014, Public Law 113-128](#); the [Older American Community Service Employment Act, Title V of the Older Americans Amendments of 1987, Public Law 100-175](#) and [Public Law 109-365](#), as amended; [Minn. Stat. §116L.20](#); Youth Employment; Youthbuild, Minn. Stat. §§116L.361, .362, .364 and .365, 116L.366; Minnesota Youth Program, Minn. Stat. §§116L.56 – 116L.561; Rural Career Counseling Coordinators, [Minn. Stat. §116L.667](#); [Minnesota Session Laws of 2014, Chapter 239, H.F. 2536](#), for the Women and High-Wage, High-Demand, Nontraditional Jobs Grant Program; and [116L.96](#), Minnesota Family Resiliency Partnership, the State is empowered to enter into this grant.
3. [Minnesota Statute 116J.401](#) authorizes Minnesota Department of Employment and Economic Development to administer the Workforce Investment Act and Workforce Innovation and Opportunity Act.
4. This master grant contract agreement is issued in anticipation of receipt of funds by the State to be used for programs including but not limited to those listed In Recital 2, and other appropriated funds received from the federal government, state government, or other entities.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this master grant contract agreement to the satisfaction of the State. Pursuant to [Minn. Stat. §16B.98, subdivision 1](#), the Grantee agrees to minimize administrative costs as a condition of receiving Project Specific Plans (PSPs) associated with this master grant contract agreement.

MASTER GRANT CONTRACT AGREEMENT

1 Term of Master Grant Contract Agreement

- 1.1 **Effective date:** **July 1, 2023** or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later. Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work on any Project Specific Plans (PSPs) issued under this master grant contract agreement until it is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this master grant contract agreement and PSPs associated with it are fully executed.
- 1.2 **Expiration date:** **June 30, 2028** or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms:** The following clauses survive the expiration or cancellation of this master grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices, Intellectual Property, and Record Retention; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

2.1 The Grantee, who is not a state employee, will comply with all applicable state and federal laws and all required grants management policies and procedures set forth through [Minn. Stat. 16B.97, Subd. 4\(a\)\(1\)](#).

2.2 **Project Specific Plans.** This master grant contract agreement will be supplemented with Project Specific Plans as funding opportunities become available. This master grant contract agreement is no guarantee of a Project Specific Plan.

Each fully executed Project Specific Plan issued under the authority of this master grant contract agreement will include an applicable work plan and budget, marked as Attachment "1" Work Plan, and Attachment "2" Budget, to the Project Specific Plan. A sample Project Specific Plan is attached as **Exhibit A**.

The Grantee shall be required to perform any of the services identified in the Project Specific Plans issued under this master grant contract agreement.

3 Time

The Grantee must comply with all the time requirements described in this master grant contract agreement. In the performance of this master grant contract agreement, time is of the essence. The term of work under the Project Specific Plans issued under this master grant contract agreement may not extend beyond the expiration date of this master grant contract agreement.

4 Consideration and Payment

4.1 **Consideration.** All services provided by the Grantee under this master grant contract agreement shall be performed to the State's satisfaction, as determined at the sole discretion of the State and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee shall not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. The State will pay for all services satisfactorily performed by the Grantee under each fully executed Project Specific Plan issued under this master contract.

The work plan and budget will be attached to each Project Specific Plan. The work plan and budget may be modified upon submittal of a modified Project Specific Plan, and written approval by the State. Subsequent year funding is contingent upon meeting the responsibilities outlined in the work plan, budget, terms and conditions, and/or and legislative action. Release of funding under this master grant contract agreement to the Grantee is subject to actual receipt of appropriated funds from any source by the State and approval by the State of the Grantee's Project Specific Plan.

No funds shall be expended until the Project Specific Plan has been approved in writing by the State.

Funds available under the master grant contract agreement are available for the period(s) indicated on the Notice of Grant Action ("NGA") which is attached and incorporated into each Project Specific Plan (see sample in **Exhibit B**). Periods may be shorter than indicated in the term of this master grant contract agreement above.

If any additional conditions are required based on funding sources, the appropriate conditions shall be attached to or be a part of the relevant Project Specific Plan.

Funds are to be expended in the cost categories and amounts shown in the approved Budget "Attachment 2 to Project Specific Plans," which identifies allowable costs.

The State shall not reimburse the Grantee for any questioned costs determined to be disallowed or an improper payment, as described and defined in 2 CFR §2900.3 Questioned cost and 2 CFR §200.1 Definitions, and any subsequent updates to these guidelines during the period of this master grant contract agreement. The same is true regarding directives outlined in the Uniform Guidance located in 2 CFR Part 200 (see §§200.402-411 for basic considerations when determining if costs are allowable and §§200.420-476 for information on whether specific cost items are allowable and if so under what circumstances), or as part of the terms and conditions attached to PSPs (if applicable) as dictated by funding sources, State statute, policy, or procedure.

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of any Project Specific Plan will not exceed the amount designated in the budget of that Project Specific Plan; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and according to the rates provided for in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.2. **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents a request for payment for the services actually performed, and the State's Authorized Representative accepts the request for payment. Requests for payment must be submitted timely and according to the following schedule:

- Requests for payment shall be made by Grantee to the State on the State's "Cash Advance Payment Request" and/or on a "Reimbursement Payment Request." Payments shall be made by the State as soon as practicable after Grantee's presentation of the request for payment. The fact of payment of any item shall not preclude the State from questioning the propriety of any item.
 - Requests for payment shall be in amounts that minimize the time elapsing between the transfer of funds and disbursements in accordance with state or federal law, rule, statute, and/or policy.
- (b) **Federal funds.** When payments associated with a Project Specific Plan derive from federal funding, the Grantee is responsible for compliance with all federal requirements imposed on these funds. The Grantee accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.
- (c) **Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.
- (d) **Limits to Reimbursement.** The State shall not reimburse Grantee for payments or liabilities to the Unemployment Compensation Fund the Grantee incurred as a reimbursing employer after termination of Grantee's participation in programs, or for any liability accrued thereunder before the effective date of this master grant contract agreement.

4.3. **Procurement, Purchasing, Contracting and Bidding Requirements**

Federal Procurement Requirements

When the funding source is from the federal government, the Grantee will follow Uniform Administrative Requirements as found in [2 CFR §§ 200.317-327](#) (scroll down page to find sections 317-327).

State Purchasing, Contracting and Bidding Requirements

When the funding source is the State of Minnesota, the grantee will adhere to the following:

Municipalities

Any grantee that is a municipality must comply with [Minn. Stat. § 471.345](#).

Municipalities and Nongovernmental organizations

Any project that includes construction work of \$25,000 or more must comply with prevailing wage rules, as established in [Minn. Stat. §§ 177.41 - .44](#). Any bid request for such projects must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

Nongovernmental organizations

- (a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- (c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (d) The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - a. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - b. Metropolitan Council's Underutilized Business Program: [MCUB: Metropolitan Council Underutilized Business Program](#)
 - c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)
- (e) The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (f) The Grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when:
 - a. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant.
 - b. It is determined there is only one legitimate or practical source for such materials or services and that Grantee has established a fair and reasonable price.

5 Conditions of Payment

All services provided by the Grantee under this master grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Karen Backlund, Employment & Training Coordinator, Employment and Training Programs Division, 332 Minnesota Street, Suite E200; St. Paul, MN 55101; 651-259-7559. karen.backlund@state.mn.us or her successor. The State's Authorized Representative has delegated responsibility to monitor the Grantee's performance, and the authority to accept the services provided under this master grant contract agreement to program managers under his/her supervision. The acting Authorized Representative will be identified on each Project Specific Plan. If the services are satisfactory, the State's acting Authorized Representative will certify acceptance of each request for payment.

The Grantee's Authorized Representative must be identified on each Project Specific Plan issued under this master grant contract agreement. The Grantee's Authorized Representative must be identified by the Grantee as having signature authority to enter into a contract with the State. If the Grantee's Authorized Representative changes, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Master Grant Contract Agreement Complete**

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this master grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this master grant contract agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this master grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original master grant contract agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this master grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 **Master Grant Contract Agreement Complete.** This master grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this master grant contract agreement, whether written or oral, may be used to bind either party.

8 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this master grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this master grant contract agreement. The liability of the State shall be governed by the provisions of the Minnesota Tort Claims Act, [Minn. Statutes 3.732](#) and [3.736](#), et seq., and other applicable law.

9 **State Audits**

Grantee agrees to use such fiscal, audit, and accounting procedures as may be necessary to assure and promote sound financial management, including effective internal controls. The Secretary of Labor, the Comptroller General of the United States, and the State, or a designated representative, shall have access to and the right to examine, for audit purposes or otherwise, any books, documents, papers, or records of Grantee. The books, records, documents, and accounting procedures and practices of the Grantee relevant to this master grant contract agreement are also subject to examination by the State and the Legislative Auditor of the State of Minnesota. Grantee agrees to fully cooperate in any such examination and/or audit and to have said audits carried out in accordance with [Minn. Stat. §309.53](#), OMB circulars, and/or Uniform Guidance [2 CFR 200](#).

Under [Minn. Stat. §16B.98](#), subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this master grant contract agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this master grant contract agreement, receipt, and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices, Intellectual Property, and Record Retention

10.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this master grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this master grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee shall notify the State’s Authorized Representative for further guidance. The Grantee’s response to the request shall comply with applicable law.

10.2. **Intellectual Property Rights.** The Grantee represents and warrants that Grantee’s intellectual property used in the performance of this master grant contract agreement does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of Grantee’s intellectual property used in the performance of this master grant contract agreement infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee’s or the State’s opinion is likely to arise, the Grantee must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

10.3. **Record Retention.** The Grantee understands and agrees that in performing services for or being funded by the State, that it shall be bound by [Minn. Stat. §15.17](#) requiring that government entities shall make and preserve all records necessary to a full and accurate knowledge of their official activities, and [Minn. Stat. §138.17](#) requiring that records be maintained per an approved records schedule. The Grantee understands that it will be bound by these Statues beyond the termination date of this master grant contract agreement.

11 Workers’ Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

12 Publicity and Endorsement

12.1 *Publicity*

Any publicity regarding the subject matter of this master grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this master grant contract agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master grant contract agreement. Venue for all legal proceedings out of this master grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

- 14.1 ***Termination by the State.*** The State may immediately terminate this master grant contract agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 ***Termination for Cause.*** The State may immediately terminate this master grant contract agreement if the State finds that there has been a failure to comply with the provisions of this master grant contract agreement, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 ***Termination for Insufficient Funding.*** The State may immediately terminate this master grant contract agreement if it does not obtain funding from the Minnesota legislature or other funding source; or funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

- 14.4 **Cancellation.** In the event of any cancellation under this provision, the Grantee shall cooperate fully with the State and help facilitate any transition for the provision of services by a different vendor. Failure to cooperate with or withholding any information or records requested by the State or a different vendor that impairs in any way the transition of the provision of services shall constitute a material breach of this master grant contract agreement, subjecting Grantee to liability for all damages incurred by the State resulting from such breach.
- 14.5 **Termination of Individual Project-Specific Plans.** The State reserves the right to immediately terminate, with or without cause, each Project Specific Plan (PSP) issued under the authority of the master grant contract agreement. Termination of a PSP will not alter the terms and conditions of any other PSP.

15 Data Disclosure

Under [Minn. Stat. §270C.65](#), subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Conflict of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per [Minn.Stat.§16B.98](#) and Department of Administration, Office of Grants Management, Policy Number 08-01 [Grants Management Policies, Statutes, and Forms / Minnesota.gov \(mn.gov\)](#). When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the master grant contract agreement, they must immediately notify the State's Authorized Representative and take appropriate steps as directed by the State.

The Grantee must complete a Conflict of Interest Disclosure Form.

Other Provisions

17 Special Administrative Provisions Required

Grantee agrees to administer programs according to the regulations and guidelines related to the funding source, including the State's employment and training (ETP) Policies. Grantee also agrees to comply with other applicable Federal and State laws. In the event that these laws, regulations, or guidelines are amended at any time during the term of this master grant contract agreement, the Grantee shall comply with such amended laws, regulations, or guidelines.

- 17.1 **Program Standards.** Grantee agrees to comply with Uniform Guidance [2 CFR Part 200](#), as it relates to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents as amended. Under Uniform Guidance 2 CFR Part 200, common or joint costs charged to grants must be based upon written cost allocation plans.

- 17.2 **Salary and Bonus Limitations.** In compliance with [Public Law 109-234](#), Sec. 7013 none of the funds appropriated in [Public Law 109-149](#) or prior programs under the heading “Employment and Training,” whether federal funds or otherwise, that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of (federal) Executive Level II ([www.opm.gov](#)), except as provided for under Section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in [OMB Circular A-133](#).
- 17.3 **Assurances.** As a condition to the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, or any other State Workforce Development Employment and Training funds, the Grantee assures that it has the ability to and will comply fully with the nondiscrimination and equal opportunity provisions and other assurances of the following laws for the duration of the award. Furthermore, the Grantee understands that the United States Department of Labor has the right to seek judicial enforcement of these assurances.
- **Accessibility/Nondiscrimination** – [Section 508 of the Rehabilitation Act of 1973, as amended](#) – Requires that federally funded program providers make their electronic information and technology accessible to people with disabilities;
 - **ACORN** – [Funds may not be provided](#) to the Association of Community Organizations for Reform Now, or any of its affiliates, subsidiaries, allied organizations or successors;
 - **Audits** – [2 CFR 200.501](#) and [Single Audit Act Amendments of 1996](#) – Organization-wide or program-specific audits shall be performed;
 - **Buy American** – Buy American Act – Award may not be expended unless the funds comply with [USC 41, Chapter 8301-8303](#)
 - **Data Sharing** – [MN Government Data Practices Act](#), [MN Duties of Responsible Authority](#); [MN Administrative Rules Data Practices](#); [DEED Policy – Data Practices](#) ;
 - **Disability** – That there will be compliance with [Sections 503](#) and [504 of the Rehabilitation Act of 1973](#), as amended, and the [Americans with Disabilities Act of 1990](#) as amended;
 - **Equipment** – [2 CFR 200. 313](#), [200.439](#) – Must receive prior approval for the purchase of any equipment with a per unit acquisition cost of \$5,000 or more, and a useful life of more than one year;
 - **Fire Safety** – [15 USC 2225a](#) – Ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act ([Public Law 101-391](#));
 - **Fraud/Abuse** – That the provider has policies on fraud and abuse and will contact DEED for potential fraud and abuse issues; [20 CFR 667.630](#); [DEED Policy – Fraud Prevention and Abuse](#);
 - **Health Benefits** – [Public Law 113-235, Division G, Sections 506 and 507](#) – Ensure use of funds for health benefits coverage complies with the [Consolidated and Further Continuing Appropriations Act, 2015](#);
 - **Insurance** – That insurance coverage be provided for injuries suffered by participants in work-related activities where Minnesota's workers' compensation law is not applicable as required under Regulations [20 CFR 667.274](#);

- **Insurance** – [Flood Disaster Protection Act of 1973](#) – Provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification;
- **Limited English** – [Executive Order 13166](#) – Improving access to services for persons with limited English proficiency;
- **Nondiscrimination** – [Section 188 of the Workforce Innovation and Opportunity Act](#) (WIOA) – Which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (included limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
- **Nondiscrimination** – [Title VI of the Civil Rights Act of 1964, as amended](#) – Prohibits discrimination on the basis of race, color, and national origin under any program receiving federal financial assistance;
- **Nondiscrimination** – [Title VII of the Civil Rights Act of 1964, as amended](#) – Prohibits discrimination on the basis of race, color, religion, sex or national origin in employment;
- **Nondiscrimination** – [Title II of the Genetic Information Nondiscrimination Act of 2008](#) – Prohibits discrimination in employment on the basis of genetic information;
- **Nondiscrimination** – [Title V of the Older Americans Act of 1965](#) – Prohibits discrimination based on race, color, religion, sex, national original, age, disability, or political affiliation or beliefs in any program funded in part with Senior Community Services Employment Program funds;
- **Nondiscrimination** – [Title IX of the Education Amendments of 1972, as amended](#) – Prohibits discrimination on the basis of sex in educational programs;
- **Nondiscrimination** – [Title I \(Employment\) Americans with Disabilities Act \(ADA\)](#) – Prohibits private employers, state and local governments, employment agencies, and labor unions from discriminating against qualified individuals with disabilities in applying for jobs, hiring, firing, and job training;
- **Nondiscrimination** – [Title II \(State and Local Governments\) Americans with Disabilities Act \(ADA\)](#) – Prohibits qualified individuals with disabilities from discrimination in services, programs, and activities;
- **Nondiscrimination** – [Section 504 of the Rehabilitation Act of 1973, as amended](#) – Prohibits discrimination against qualified individuals with disabilities;
- **Nondiscrimination** – [Age Discrimination Act of 1975, as amended](#) – Prohibits discrimination on the basis of age;
- **Nondiscrimination** – [Title 29 CFR Part 31](#) – Nondiscrimination in federally-assisted programs of the Department of Labor, effectuation of Title VI of the Civil Rights Act of 1964;
- **Nondiscrimination** – [Title 29 CFR Part 32](#) – Nondiscrimination on the basis of disability in programs and activities receiving or benefiting from federal assistance;
- **Nondiscrimination** – [Title 29 CFR Part 33](#) – Enforcement of nondiscrimination on the basis of disability in programs or activities conducted by the Department of Labor;
- **Nondiscrimination** – [Title 29 CFR Part 35](#) – Nondiscrimination on the basis of age in programs or activities receiving federal financial assistance from the Department of Labor;
- **Nondiscrimination** – [Title 29 CFR Part 37](#) – Implementation of the Nondiscrimination and Equal Opportunity provisions of the Workforce Investment Act of 1998;
- **Nondiscrimination** – [Title 29 CFR Part 38](#) – Implementation of the Nondiscrimination and Equal Opportunity provisions of the Workforce Innovation and Opportunity Act;

- **Nondiscrimination** – [Executive Order 13160](#) – Nondiscrimination on the basis of race, sex, color, national origin, disability, religion, age, sexual orientation, and status as a parent in federally conducted education and training programs;
- **Nondiscrimination** – [Executive Order 13279](#) – Nondiscrimination against grant-seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants, contracts, and loans;
- **Nondiscrimination** – [The Minnesota Human Rights Act of 1973, Minnesota Statutes, Chapter 363A](#) – Prohibits discrimination in employment and providing public services based on race, color, creed, religion, national origin, sex, disability, status with regard to public assistance, sexual orientation, and citizenship. Also prohibits discrimination in employment based on marital or familial status, age, and local human rights commission activity;
- **Nondiscrimination** – [The Women’s Economic Security Act \(WESA\) of 2014, Minnesota Statutes, Chapter 239](#) – Including requirements concerning, pregnancy and parenting leave, sick leave, pregnancy accommodation, wage disclosure protection, and nursing mothers;
- **Nondiscrimination** – That collection and maintenance of data necessary to show compliance with the nondiscrimination provisions and [WIOA Section 188](#), as provided in the regulations implementing that section, will be completed;
- **Opportunity** – [Executive Order 12928](#) – Encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals;
- **Personally Identifiable Information (PII)** – [Training and Guidance Letter 39-11](#) – Must recognize and safeguard PII except where disclosure is allowed by prior written approval of the Grant Officer or by court order;
- **Publicity** – [Public Law 89-797, Title VII, Section. 701](#) – No funds shall be used for publicity or propaganda purposes, preparation or distribution or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to support or defeat legislation pending before the Congress or any state/local legislature or legislative body, except in presentation to the Congress or any state/local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government;
- **Seat Belts** – [Executive Order 13043](#) – Increasing Seat Belt Use in the United States;
- **Text Messaging** – [Executive Order 13513](#) – Encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles while driving when on official Government business or when performing any work for or on behalf of the Government;
- **Trafficking of Persons** – [2 CFR 175.10](#) – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – May not engage in severe forms of trafficking, procure a commercial sex act, or use forced labor in the performance of the award or subawards under the award;

- **Veteran Priority of Service** – [Public Law 107-288: Jobs for Veterans Act](#) – Priority of service for veterans (including veterans, eligible spouses, widows, and widowers of service members) in qualified job training programs;
- **Veterans** – [Public Law 112-56: Vow to Hire Heroes Act of 2011](#) – Establishes guidelines for service providers who are providing employment, training, academic, or rehabilitation services for military veterans;
- **Veterans** – That veterans will be afforded employment and training activities authorized in [WIA](#) and [WIOA](#) Section 134, and the activities authorized in [Chapters 41](#) and [42](#) of Title 38 US code, and in compliance with the veterans' priority established in the Jobs for Veterans Act. ([38 USC 4215](#)), U.S. Department of Labor, [Training and Employment Guidance Letter 5-03](#) and [Minnesota's Executive Order 06-02](#);
- **Voter Registration** – That the required voter registration procedures described in [Minnesota Statutes 201.162](#) are enacted without the use of federal funds;
- **Voter Registration** – [52 USC 20501 – 20511](#) – National Voter Registration Act of 1993.

18 Relocation Assistance

Grantee agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 ([Public Law 91-646](#)) which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.

19 Sectarian Activities

Grantee agrees that program participants shall not be employed in the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. Grantee further agrees that no direct financial assistance shall be expended for inherently religious activities, such as sectarian worship, instruction, or proselytization.

20 Drug Free Workplace

Grantee agrees to make a good faith effort to maintain a drug free workplace through implementation of the Drug-Free Workplace Act of 1988 ([Public Law 100-690, Section 5301](#)).

21 Right-to-Know

The Grantee will comply with the Minnesota Right-to-Know Act of 1983 ([Minnesota Rules Chapter 5206](#)).

22 Debarment and Suspension

The Grantee must not contract with vendors who are suspended or debarred as described in Minnesota Rules Part 1230.1150, Subpart 2, Item B, Subitem (1): "Any vendor debarred by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, is automatically debarred by the division under the same terms and limits of the original debarment." Information about vendors debarred by the state of Minnesota may be found at <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

Debarment and Suspension (Executive Order [12549](#)) – A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Order, “Debarment and Suspension.” [SAM Exclusions](#) contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

23 Lobbying Certification and Disclosure

Grantee shall comply with Interim Final Rule, New Restrictions on Lobbying, found in [Federal Register Vol. 55, No. 38, February 26, 1990](#), p. 6736, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the Grantee to certify as to their lobbying activity. The Interim Final Rule implements [Section 1352 of Public Law 101-121](#), which generally prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan.

24 Operating Procedures/Policies

Grantee hereby acknowledges that it has read and understands the federal regulations located at: [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#). Grantee further acknowledges that its supervisory personnel to be involved in the administration of the master grant contract agreement have read and understand said regulations. Grantee agrees to comply with the contents of the aforementioned regulations.

25 Repayment of Funds

The State reserves the right to offset any over-payment or disallowance of any item or items under this master grant contract agreement by reducing future payments requested by Grantee or to require a refund from Grantee.

26 Grantee Reports

Grantee agrees to provide the State with such progress reports, including, but not limited to, the following:

26.1 Expenditure and program income, including any profit earned, must be reported on an accrual basis.

26.2 Required Quarterly Program and Quarterly Narrative Reports as specified by federal or state law, statute, or rule.

26.3 Monthly Financial Status Reports (FSRs) or Reimbursement Payment Requests (RPRs) by the 20th of each month reporting expenditures for the previous month.

26.4 Information as may be deemed necessary to complete the Annual Report to the U.S. Department of Labor as described in the [Workforce Investment Act](#), Section 136(d) (1),(2).

26.5 Special reports as requested.

26.6 Use of the Management Information System (as described in 27 below).

26.7 Grantee shall also make such reports to the Governor, the Legislature, the Secretary of Labor, the Comptroller General of the United States, other Federal Entities, or the State as any of them may require.

The State shall withhold funding if reporting requirements are not met in a complete, accurate, and timely manner.

27 Management Information System

All Grantees must track participants and financial information using an approved management information system. Workforce One (WF1) is DEED's customary Case Management System and data must be submitted per the standards and time frames stipulated by the State. Grantees receiving funds under the Senior Community Service Employment Program will track participants with the "SCSEP Performance and Results QPR" system (SPARQ system), or its successor. The State shall withhold funding if data compliance requirements are not met in a complete, accurate, and timely manner.

28 Monitoring and Corrective Action

Grantee agrees to permit monitoring by the State to determine master grant contract agreement performance and compliance with master grant contract agreement provisions. Grantee further agrees to cooperate with the State in performing and completing such monitoring activities and Grantee agrees to implement and comply with such remedial action as is proposed by the State.

29 Interest/Program Income

Grantee shall be responsible for establishing and maintaining records identifying interest and/or investment income earned on advances of program funds. Income so earned shall be added to the existing funding of PSPs issued under this master grant contract agreement and may be used for any allowable grant expenditure.

30 Project Specific Plan Closeout

Grantee agrees to submit a final Financial Status Report (FSR) if they are on cash advance; or, a final Reimbursement Payment Request (RPR), if they are on a reimbursement basis. Grantee also agrees to submit a payment for the balance of any unspent and unobligated grant funds to the State within 45 days after the end of the term of master grant contract agreement or the Project Specific Plan. Accompanying the final FSR or the final RPR shall be a listing of any continuing liabilities on the grant, if applicable. Failure to submit a final FSR or a final RPR within this period may result in disallowance of payment for any expenditure not previously submitted. The Grantee agrees to submit a revised final FSR or a revised RPR to the State if any additional funds must be returned to the State after closeout of PSPs associated with this master grant contract agreement.

31 Payment Recoupment

Grantee must reimburse the State upon demand or the State may deduct future payments or reimbursements associated with PSPs executed under this master grant contract agreement in the following situations:

- 31.1 Any amounts received by the Grantee from the State for services which have been inaccurately reported or are found to be unsubstantiated;
- 31.2 Any amounts paid by the Grantee to a subgrantee not authorized in writing by the State;
- 31.3 Any amounts paid by the Grantee for services which either duplicate services covered by other specific grants or contracts, or amounts determined by the State as non-allowable under the Project Specific Plan;
- 31.4 Any amounts paid by the State for which the Grantee's books, records and other documents are not sufficient to clearly substantiate that those amounts were used by the Grantee to perform services in accordance with the Project Specific Plan; and
- 31.5 Any amount identified as a financial audit exception.

32 Job Vacancies

Grantee shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.



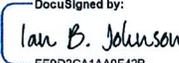
SC # 231738

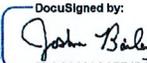
1. GRANTEE

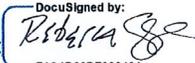
City of Duluth Workforce Development

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:
By:  _____
36F2E26ED714AA...
Emily Larson
Title: Mayor
Date: 8/2/2023

DocuSigned by:
By:  _____
EE9D2CA1AA9F42B...
Ian B. Johnson
Title: City Clerk
Date: 8/2/2023

DocuSigned by:
By:  _____
5DCC8A80CCFE4D1...
Josh Bailey
Title: City Auditor
Date: 8/14/2023

DocuSigned by:
By:  _____
F4C4D28DF08942A...
Rebecca St. George
Title: City Attorney
Date: 8/2/2023

2. STATE AGENCY

Minnesota Department of Employment and Economic Development (DEED)

By:  _____
(with delegated authority)
Title: Deputy Commissioner
Date: 8.15.23

24603

EXHIBIT A
 STATE OF MINNESOTA
PROJECT SPECIFIC PLAN (PSP)
 ORIGINAL

Master Contract Number:
 Term of Master Contract:
 Master SWIFT Contract Number:
 Grant ID Number:

GRANTOR / STATE	GRANTEE
Employment and Training Programs (ETP) Division MN Department of Employment and Economic Development 1st National Bank Building, 332 Minnesota Street – Suite E200 Saint Paul, MN 55101-1351	[Organization Legal Name] [Street Address] [City, State, Zip]
GRANT MANAGER CONTACT	GRANTEE CONTACT
Name and Title: Phone: Email:	Name and Title: Phone: Email:

Required Attachments: Attachment 1: Work Plan
 Attachment 2: Budget
 Attachment 3: Terms & Conditions

COMPLETED BY DEED:

Program Name:			
Start Date¹:		SWIFT Contract Number:	
End Date:		SWIFT PO Number:	
Total Amount:		SWIFT Vendor Number + Location:	
Match / Leverage Required: <input type="checkbox"/> Yes <input type="checkbox"/> No		Procure-It Number:	
		NGA Number:	
AFS Signature:		Encumbrance Date:	

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: _____ **Date:** _____

Printed Name and Title of Grantee’s Authorized Representative:

APPROVED BY (GRANTOR / STATE):

I have reviewed and approved the attached PSP which is referenced in and incorporated into the Master Grant Contract Agreement 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.

Indirect Cost Rate
FSR/CAPR OR RPR

NGA # 22-XX

SAMPLE Notice of Grant Action (NGA)

Minnesota Department of Employment and Economic Development
Master Grant Agreement #XXXXXXXXXX
Effective Master Grant Agreement Date: XXXX XX, 20XX- XXXX XX, 20XX
SC #XXXXXX
DUNS #: XXXXXXXXXXX

GRANTEE:

GRANTOR-STATE: MN Dept of Employment and Economic Development
Employment & 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 with this Action	New Level	Total Award/Amount	CFDA #	CFDA Name	NGA #	SWIFT P.O. #	SWIFT Contract ID
<u>FEDERAL</u>												
<u>STATE</u>												
TOTAL				\$0.00	\$0.00	\$0.00	\$0.00					

APPROVED BY:

Director
Employment & Training Programs (ETP) Division

DATE ISSUED:

The approved Project Specific Plan, along with this NGA, and attached workplan and budget are releasing funding under the XXXXXXXXXXXX State/Federal Master Grant Agreement with DEED.
See Attachment 3 for DEED's Contacts and Additional Terms and Conditions.
FSR = Financial Status Report/ CAPR = Cash Advance Payment Request
For questions, contact Colleen Schwab at 651-259-7589 or colleen.schwab@state.mn.us

Required Forms

CERTIFICATE REGARDING LOBBYING

Certificate for Contracts, Grants, Loans, and Cooperative agreements over \$100,000 per [2 CFR 200.450 Lobbying](#).

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

State and/or Federal Master Grant Contracts Duluth2024M

Program/Title

Contract Number

City of Duluth Workforce Development

Subrecipient/Contractor Organization (Agency)

Elena Foshay

Digitally signed by Elena Foshay
Date: 2023.07.14 10:33:37 -05'00'

7/14/23

Signature of Certifying Official

Date

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary
Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, [2 CFR part 180](#), Suspension and debarment.

(BEFORE COMPLETING CERTIFICATION, READ THE ATTACHED REQUIREMENTS)

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of Duluth Workforce Development

Subrecipient/Contractor Organization (Agency)

Elena Foshay, Director, Workforce Development

Name and Title of Authorized Representative

Elena Foshay

Digitally signed by Elena Foshay
Date: 2023.07.14 10:33:48 -05'00'

7/14/23

Signature

Date

Certification Requirements

1. By signing and submitting this proposal, the prospective recipient of Federal admittance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Instructions: Please return your completed form as part of the Response submittal.

Conflict of Interest Disclosure Form

This form gives applicants and grantees an opportunity to disclose any actual or potential conflicts of interest that may exist when receiving a grant. It is the applicant/grantee's obligation to be familiar with the Office of Grants Management (OGM) [Policy 08-01: Grants Conflict of Interest](#) (Current Policies tab) and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

- I or my grant organization do NOT have an ACTUAL or POTENTIAL conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

- I or my grant organization have an ACTUAL or POTENTIAL conflict of interest. (*Please describe below*):

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Name: Elena Foshay

Signature: Elena Foshay

Digitally signed by Elena
Foshay
Date: 2023.07.14 10:34:01
-05'00'

Organization: City of Duluth Workforce De 

Date: 7/14/23



City of Duluth

411 West First Street
Duluth, Minnesota
55802

Certified Copy

Resolution: 23-0578R

File Number: 23-0578R

RESOLUTION AUTHORIZING PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT WITH AND ACCEPT ANY POSSIBLE FUNDING FROM THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT FOR PROVISION OF WORKFORCE INNOVATION AND OPPORTUNITY ACT TITLE I SERVICES, MINNESOTA YOUTH PROGRAM SERVICES, MINNESOTA DISLOCATED WORKER PROGRAM SERVICES, ADULT CAREER PATHWAYS SERVICES, AND OLDER AMERICAN PROGRAM SERVICES FOR THE PERIOD JULY 1, 2023 - JUNE 30, 2028.

CITY PROPOSAL:

RESOLVED, that proper city officials are hereby authorized to execute and implement a contract with and accept any possible funding from, the Minnesota department of employment and economic development to provide services under Title I of the workforce innovation and opportunity act, the Minnesota youth program services, Minnesota state dislocated worker program services, and older American program as defined in the local workforce strategic plan, for the term July 1, 2023 - June 30, 2028. Program funds will be accepted upon receipt of notices of funds available. For Title I workforce innovation and opportunity act, Minnesota youth program services, Adult Career Pathways, and Minnesota state dislocated worker program services, funds will be deposited into and paid from Fund 268. For older American programs, funds will be deposited into and paid from Fund 270. City officials authorized to execute the contracts are the mayor, city clerk, city auditor, city attorney, and director of workforce development.

Attachment A - Master Grant Contract DULUTH 2024M - July 2023-June 2028

This Resolution was adopted unanimously.

Absent: Councilor Kennedy

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 7/24/2023, 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

08/17/2023

Date Certified