# SUB-RECIPIENT FUNDING AGREEMENT BETWEEN ISD 709 ADULT BASIC EDUCATION

### AND CITY OF DULUTH

# FOR THE STATE OF MINNESOTA

# DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT WORKFORCE DEVELOPMENT DIVISION

WOMEN'S ECONOMIC SECURITY ACT (WESA)
Minnesota Women and High-Wage, High-Demand, Nontraditional Jobs Grant Program

THIS AGREEMENT, effective as of the date of attestation by the City Clerk ("Effective Date"), by and between the CITY OF DULUTH, (the "City"), and ISD 709 ADULT BASIC EDUCATION, (the "Grantee").

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

WHEREAS, under the Master Grant Agreement, in cooperation with Grantee, the City applied to and received approval for funds in the amount of One-Hundred-Forty-One Thousand Four Hundred Ninety-Nine Dollars and no/100 (\$141,499) from DEED under its Women's Economic Security Act (WESA) - Minnesota Women and High-Wage, High-Demand, Nontraditional Jobs Grant Program (the "Program Grant") to support women and girls of color, women over age 50, and low-income women's workforce needs and address employment disparities in Duluth and northeast Minnesota. This program will relieve economic disparities for women and girls by increasing awareness, exposure, and access to occupations in the skilled trades ("the Project"). The Project Specific Plan ("PSP) is attached as *Exhibit A* and the grant award letter is attached as *Exhibit B*; and

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

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

- 1. **AWARD.** The City awards a Subgrant to Grantee in the amount of Six-Thousand Five-Hundred Seventy-Nine Dollars and no/100 (\$6,579) for Grantee's performance of its obligations under the Program Grant including:
  - A. Perform the duties specified in the Work Plan, which is attached as *Exhibit C* and incorporated into this Agreement.
  - B. Provide a mid-grant report, and end-of grant report two weeks prior to the reporting due date and/or any other reporting required by DEED, including Workforce One (WF1) reporting.
  - C. Submit invoices outlining services provided with supportive documentation to City Manager on a monthly basis. Examples of documentation for services include detailed receipts and timesheets.
  - D. Coordinate with City staff on scheduling for services and/or workshops.

- E. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings or workshops.
- F. Develop and maintain ongoing communication with City staff.

Notwithstanding anything to the contrary, the Grantee understands and agrees that 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.

- 2. PERFORMANCE. The Grantee must comply with all requirements applicable to the City in the Master Grant Agreement and/or Project Specific Plan. Grantee's default under the Project Specific Plan will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Program has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Grantee within 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 must start the Program upon execution of this Agreement and complete the Program on or before June 30, 2019. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first.
- **4. CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.
  - A. The Grantee must have provided the City with evidence of compliance with the insurance requirements of Section 7(G) herein.
  - B. The Grantee must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.
- 5. DISBURSEMENT. It is expressly agreed and understood that the City will pay Grantee under this Agreement \$3,290 in the SFY 2018 and \$3,290 in SFY 2019 with the total amount not to exceed \$6,579.00. City will pay Grantee for all services performed under this Agreement as specified in the Budget Narrative, attached hereto as *Exhibit D*. Grantee's proposed budget is attached as *Exhibit E*. Invoices must be submitted on a monthly basis by the 5<sup>th</sup> of the following month. Payment for services will be sent within 45 days of receipt of invoice.
- 6. **NOTICES.** Communication and details concerning this Agreement must be directed to the following Agreement representatives:

City: City of Duluth
Manager, Workforce Development
402 W. 1<sup>st</sup> Street
Duluth, MN 55802
218-730-5244
Attn: Carol Turner

**GRANTEE:** ISD 709 Adult Basic Education

Attn: Patricia Fleege, Program Director 215 N 1<sup>st</sup> Avenue East Duluth, MN 55802 218-722-8985

### 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:
- No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
- 2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.
- C. Independent Contractor. Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Grantee is an independent contractor.
- D. Liability. Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provision of the Minnesota Municipality Limitation of Liability Statute, Minnesota Statute Section 466 et. seq., or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

- E. Indemnification. Grantee will indemnify, defend, and hold harmless the City, its officers, agents, and employees, from any claims or causes of action, including attorney's fees incurred by Grantee arising from the performance of this Agreement by Grantee, or its officers, agents or employees
- F. Workers' Compensation. The Grantee must provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement.

- G. Insurance. Grantee shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured therein. Insurance shall cover:
  - 1. Public liability.
  - 2. Independent contractors--protective contingent liability.
  - 3. Personal injury.
  - 4. Contractual liability covering the indemnity obligations set forth herein.

### 8. ADMINISTRATIVE REQUIREMENTS.

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

### B. Records.

- 1. Retention. The Grantee must retain all records pertinent to expenditures incurred under this Agreement until conclusion of the latest of (a) six years after the Grantee has completed the Program; (b) six years after the Grantee has expended all proceeds of the Subgrant; or (c) six years after the resolution of all audit findings. Records for nonexpendable property acquired with funds under this Agreement must be retained for six years after final disposition of such property. Records for any displaced person must be kept for six years after he/she has received final payment.
- 2. Inspections. All Grantee records with respect to any matters covered by this Agreement must be made available to the City, DEED or their designees at any time during normal business hours, as often as the City or DEED deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. 3. Audits. If requested by the City, the Grantee must have an annual financial compliance audit conducted in accordance with the City's requirements. The Grantee must submit two copies of such audit report to the City. Any deficiencies noted in such an audit report or an audit/monitoring report issued by the City or its designees must be fully resolved by the Grantee within a reasonable time period after a written request from the City. Failure of the Grantee to comply with the provisions of this paragraph will constitute a violation of this Agreement and may result in the withholding of future payments or the requirement for Grantee to return all or part of the funds already disbursed.
- 4. Data Practices Act The Grantee must comply with the Minnesota Government Data Practices Act, Chapter 13.
- 5. Close-Outs. The Grantee's obligation to the City does not end until all closeout requirements are completed. Activities during this close-out period include:

making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

- C. Payments. The City will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance funds and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Grantee.
- D. **Procurement.** The Grantee must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Agreement. All unexpended program income must revert to the City upon termination of this Agreement.

### 9. MISCELLANEOUS.

- A. Assignability. The Grantee may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Grantee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.
- B. Copyright. If this Agreement results in any copyrightable material, the author is free to copyright the work, but the City and/or DEED reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.
- C. Relationship of the Parties. It is agreed that nothing herein contained in intended or should be construed in any manner as creating or establishing the relationship of copartners, joint ventures, or joint enterprise between the parties hereto or an 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 is deemed an original, but all of which taken together constitute one and the same agreement.
- 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

ISD 709 ADULT BASIC EDUCATION

By	By Jolyla C. Harries: CFD
Attest:  City Clerk  Date Attested: 4/5/2078	Ву:
Countersigned:	Its:
City Auditor As to form	
Thenan Johnson City Attorney	
V	

### ATTACHMENTS

Exhibit A: Project Specific Plan

Exhibit B: Award Letter

Exhibit C: Work Plan

Exhibit D: Budget Narrative

Exhibit E: Grantee's Budget

## EXHIBIT A - Project Specific Plan

		Master Contract#: <u>posprinagas</u>
		Term of Master Contract: 7/20/2016 - 6/30/20
STATE OF MINNESO	TA	Mester Supplier Contract #: 1097
PROJECT SPECIFIC P	LAN	Contract ID #1 8041400
ORIGINAL CONTRAC	44	white a size in a
	OR/STATE	GRANTEE
MN Department of Employs		City of Duluth Workforce Development Division
Development	itetir atim erollalitic	402 West 1th Street
Employment & Training Pro	grams (ETP) Division	Duluth, MN 55802
1st National Bank Building	• • • • • • • • • • • • • • • • • • • •	•
332 Minnesota Street – Sult		
Saint Paul, MN 55101-1351		
	IEPRESENTATIVE	AUTHORIZED REPRESENTATIVE
Name: Taryn Galehdari		Name: Carol Turner
Title: Employment & Traini Telephone Number: 651-2		Title: Operations Administrator/interim Director Telephone Number: 218-730-5241
Email: taryn.galehdari@sta		Email: cturner@duluthmn.gov
Required Attechments:	Attachment 1: Work Plan	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Attachment 2: Budget	
	Attachment 3: Terms and	Conditions
SUBMITTED BY GRANTEE:		
l certify that the information co	ntainea in the attachea work of my knowledne and that I s	Fian and Budget, labeled attachment 1 and Attachment 2 respectively submit this Project Specific Plan on behalf of the Grantee.
(algusture)	of my misteredge and that is	•
Lauch	Lung	<u> </u>
Printed Name: Carol Tumer	**************************************	
Title: Operations Administra		
APPROVED BY (GRANTO)	( ) DIMIE) the niturned Orniest Specific	Pian which is referenced in and incorporated as an amendment to th
Master Grant Contract Indicate		1 .
(Signature)		4/12/15/
Printed Name: May Thao Schi		Date: TISIX
Title: Director, Employment &		ision
Agency: Minnesota Departme	int of Employment and Econo	omic Davelopment
	FOR DEEL	D OFFICE USE ONLY
Program Name: Women's Eco	nomic Security Act (WESA) Si	FY 18 - SFY 18
Contract Start Date:	3/31/2018	Total Contract Amount: \$141,499.00
Contract End Date:	08/30/2019	Available 3/31/2018 - 6/30/2019 \$70,749.50
Match/Leverage Required?	O Yes DX No	Available 7/01/2018 - 6/30/2019 \$70,749.50
	SWIFT Contract ID	SWIPT PO Number#
	140281	3000331145
Program Coordinator	NGA Number	SWIFT Vendor Number + Location Procure-it #
Taryn Galehdari	17-11	0000197681.001 37465
AFS Signature: 0	AR:	Encumbrance Date: 499 20
4	-	· • • • • • • • • • • • • • • • • • • •
`		PSP Original Contract (Rev.3/20

23475



March 16, 2018

Paula Reed City of Duluth, LWDA 4 402 West 1st Street Duluth, MN 55802

Dear Paula Reed,

I am pleased to inform you that your application for the Minnesota Women and High Wage, High Demand, Nontraditional Grant Program through the Department of Employment and Economic Development (DEED) has been approved for funding in the amount of \$141,499.00. This funding is contingent upon the successful negotiation and execution of a grant contract pursuant to all applicable law and policy.

DEED staff will provide a mandatory webinar training session on March 22, 2018 from 10:00-11:00 a.m. The information for this webinar will be e-mailed to your agency closer to the event. At this time, staff will answer contracting questions, discuss project implementation and reporting requirements, provide information on grant and financial management, and provide updates on DEED program staff contact information. It is very important that those responsible for grant administration and reporting attend this webinar training session.

Taryn Galehdari is the program coordinator assigned to your grant. For additional information, please contact her at taryn.galehdari@state.mn.us or (651) 259-7540.

Congratulations on your successful proposal. We look forward to working with you to help make Minnesota a state where everyone has an opportunity to succeed.

Regards,

Shawntera M. Hardy

Commissioner

### **EXHIBIT C - Work Plan**

Attachment 1 - Work Plan Grant # 8041400

Executive Summary - Overview: This application proposes to utilize \$141,499 of funding and other leveraged resources to increase women's participation in high-wage, high-demand occupations within the skilled trades. City of Ouluth Workforce Development (DWD) and its partners will engage women in at least one of the following: 1) Short-Term Training for cohort of 15 women in Machine Operations; 2) Carpentry Preparatory Apprenticeship Training to support 6 women in a cohort of 15; 3) On-Site, Experiential Tours of Apprenticeship Training Facilities for 60 to 75 women. At least 90% of women involved in these activities will be low-income; 60% will be women of color over age 18. Organizational Information: DWD serves more than 1,300 individuals annually and hardendes of experience implementing evidence-based programming for people with multiple barriers to employment. DWD delivers services to individuals on public assistance, as well as those enrolled in WIOA Youth, Adult or Dislocated Worker programs, and the Senior Community Service Employment Program. Need: In NE Minnesota, women make up 50.6% of employment in all industries. However, the median wage for a female employee is \$16.05, nearly \$4.00 less an hour than for males in the region. In the construction industry, males make up 90% of the workforce and are paid over \$10.00 an hour more than women in this field, on average (see Table 1). In the Duluth MSA, people of color have substantially less economic security than Whites. The median household income for Black or African

Americans is \$17,917, nearly 3 times less than the median household income for Whites, at \$51,079. It is estimated that 56% of the Black population in

	1	% of Employment	Median Wage
Total, All Industries	Male	49.40%	\$19.97
Total, Ali Industries	Female	50.50%	\$16.03
Constaution	Mile	90%	\$29,86
Construction	Female	10%	\$19.12

the Duluth area lives in poverty, compared to 13% of Whites. Lastly, Non-White labor force participation rates are lower and unemployment rates are higher than they are for Whites (see Table 2).

Table 2. Duluth MSA Economic E	ata by Race, 2012.	2016	Source: US Census	Bureou's AC\$ 2012-20:	6 S Year Estimates
	Median HH	Celow poverty	% below poverty	Laftici Force	Unemployment
	Incoms	level	level	Participation flate	Rate
White	\$51,079	\$9,407	13,4%	53.0%	5.3%
Black or African American	\$17,917	1,941	55.6%	5Ö. <b>8%</b>	17.6%
American Indian and Alaska Native	\$31,224	2,366	38.1%	57.7%	10.8%
Two ormore races	\$35,636	2,註1	32,6%	51.0%	14,5%

Service Provision & Results: DWD will leverage existing partnerships to facilitate service provision and positive participant outcomes. For years, Lake Superior College, Adult Basic Education, DWD, SOAR Career Solutions and the Duluth Workforce Center have partnered and successfully supported clients to obtain industry recognized credentials and employment in the transportation, healthcare and construction fields. These longstanding relationships will be utilized to strengthen existing systems and guarantee efficient use of resources. Additionally, this project leverages \$35,000 in DOL LEAP funding to increase the number of training slots for women, is supported by local employers, and engages new partners at the Apprenticeship Training Centers. These collective efforts will neduce barriers and increase the likelihood clients obtain employment and/or access additional education/training opportunities. Project Impact: Activities outlined in this proposal will relieve economic disparities for women in the NE Region and Minnesota by increasing awareness, exposure, and access to occupations in the Skilled Trades including: Carpenters, Machinists, Plumbers, Pipefitters, Electricians, Sheet Metal Workers, and Iron Workers. Women who successfully complete training will be able to access wellpaying jobs with local employers. Women who participate in tours will increase awareness of various occupations, gain understanding of training programs, and be able to "try out" various skills through hands on activities. Tours will be scheduled prior to apprenticeship program application periods, so interested women can apply, interview for, and potentially be selected as apprentices in 2019. Racial Equity Analysis: DWD's experience serving individuals with significant barriers to employment and/or those who are under-served and under-represented in the workforce includes working with both racially diverse populations and women. Across all programs, more than half of DWD clients are women and the following chart shows the % of people from communities of color served by each program in the specified 12-month period as compared to the % of people from communities of color in Duluth:

▶ PROGRAM (9/1/15 – 8/31/16)	% of people served from communities of colors	▶ PROGRAM (9/1/15-18/31/16)	% of people served from communities of colors
MFIP	32,54%	Dislocated Worker Program (WIOA & MN)	8.84%
Diversionary Work Program (DWP)	22.70%	Youth & Young Adult (WIOA & MN)	48.13%
Adult Program (WIOA)	42,00%	Older Worker Program (SCSEP)	29.00%
) Percentage of people from commi	unities of color in Duluth poi	sulation = 9.4%²	

<sup>&</sup>lt;sup>1</sup> Percentage of all participants NOT identifying their race as White/Caucasian/<sup>2</sup> Source: US Ceasus Bureau, 2010-2014 ACS)

The City of Duluth continues its efforts to increase the diversity of its staff and ensure DWD reflects the communities we serve by utilizing tools made available through involvement with the Governmental Alliance on Racial Equity (GARE) to review job descriptions, adjust processes, and remove unintended barriers, such as requiring a driver's license for employment. The Duluth Workforce-Development Board

(DWDB) is also working to diversify its membership by consulting with the City's Human Rights Office to facilitate engagement of

% White	99%	Female	100%
% Non-White	1%	Male	0%
Current Demogr	aphics - DW	D Board	
% White	95.24%	Female	72%
% Non-White	4.75%	Male	28%

diverse leadership and the DWDB's Diversity & Inclusion Committee is working to engage communities of color in development and implementation of solutions to address disparities. Wereontinue to reach out to build relationships, facilitate connectivity, increase engagement, and garner input for our work. Communities of color and women will be engaged through individual and small group discussion, facilitated focus groups, and participation on an Advisory Committee. Female instructors will facilitate portions of the Carpenter's Preparatory-Apprenticeship training, serving as role models who are currently working in the field; women and/or individuals of color will facilitate tours and hands-on learning at apprenticeship training locations; and community organizations including the Community Action Duluth, American Indian Community Housing Organization, and the City's Human Rights Office will provide referrals, guidance and support.

Proposed Services: 1) Short Term Training: Project partners will recruit, prepare and engage women in 200 hours of training (developed with input from employers) to prepare them for occupations in Machining. Prior to the training, ABE will engage all participants in 20 hours of contextualized coursework to prepare them for the training. ABE will also provide 5 hours of classroom support and tutoring per week during the training at LSC's downtown campus. 2) Preparatory Apprenticeship:

Project partners will recruit, prepare and engage women to prepare them for residential or commercial carpentry positions and entrance into a full apprenticeship program. Successful completers will be eligible for up to 3 certifications (OHSA 10, HILTI PAT, UBC Aerial Life). Nine participants will be

supported by SOAR's LEAP Grant from DOL, with six additional spots for women supported through this grant. SOAR, North Central Regional Council of Carpenters' representatives and instructors, and ABE will facilitate orientation for all participants who enroll in the program to cover training logistics, rules, regulations, expectations, and to answer questions. Following orientation and prior to training, ABE will engage participants in 20 hours of contextualized coursework. All technical training will be conducted at the Carpenter's Training Center. 3) Employer engagement is a key component of both training opportunities and the following partners will engage with participants at various times throughout the training period: Ravin Crossbows, Loll Designs, Epicurean (Machining), McGough Comstruction, and Gardner Builders (Carpentry). 4) Outreach, Education and Tours: DWD and partners will facilitate public education and outreach activities to women through information sessions, distribution of education and other materials for apprenticeships, and on-site tours of five apprenticeship training programs in NE Minnesota - Iron Workers, Plumbers/Pipefitters, Carpenters, Sheet Metal Workers, and Electricians. Educational materials aimed at "demystifying" apprenticeships will be developed and distributed through the Workforce Center, partner locations, community-based organizations, and high schools. Each apprenticeship training program will host one "experiential tour" for 12-15 women scheduled at different times throughout the grant period. Partners seek to engage at least 50 unique women. SOAR and DWD will promote all opportunities to individuals accessing services at each agency location, with additional outreach and referrals facilitated through the Workforce Center, Adult Basic Education, local NAACP chapter, and other community-based organizations. At least 3 informational sessions will be conducted during the grant period at various locations in the community - one downtown, one east and one west - to ensure access across neighborhoods.

Accountability and Reporting: Project partners frequently work together and have established systems for collectively serving clients, maintaining client confidentiality, and harnessing resources to maximize collective impact. DWD and SOAR have experienced staff working on this project who will maintain

4

caseloads, track data, assess eligibility, facilitate intakes/enrollments, collect documentation, manage files, facilitate supports, develop plans, and monitor participant progress. Both SOAR and DWD utilize the Workforce One client management documentation system for tracking data, outcomes, case notes, support and other relevant information. DWD will have primary responsibility for reporting to DEED.

Culturally Competent Delivery of Services: Partners have many years of experience working with individuals from various racial/ethnic groups and utilize a client-centered approach by working with participants to address their individual needs and learning styles to achieve their goals. To ensure culturally competent delivery of services, partners will also: A) Ensure services incorporate and build upon participants' values, bellefs, worldviews, and traditions, many which are rooted in or informed by culture and experience; B) Continue to develop relationships and coordinate services with culturally specific, community-based resources and programs; C) Seek to recruit/hire those who increasingly reflect the range of identities represented in the populations being served; and D) Establish an Advisory Committee of representatives from organizations working with or representing diverse populations to inform staff on project activities, troubleshoot issues, and ensure services are delivered in a manner that is reflective and accommodating of the populations being served.

Aligning Services with Labor Market Demand: The short-term training for Machining and Carpenter's Preparatory Apprenticeship Program both prepare individuals for occupations in high-demand in the NE region. Tours of training facilities will also provide exposure and access to apprenticeships for occupations in demand. In NE Minnesota there are nearly 6,000 people employed in construction and extraction occupations, with 1,480 openings projected from 2014-2024 due to growth and replacement of the workforce in the region. The median wage for this occupation group is \$27.26, considerably higher than the \$17.25 median wage for all occupations in NE Minnesota (see Table 2). NE Minnesota also has nearly 300 machinists, and this occupation is projected to grow by more than 25% in the next 10 years with a projected growth of 100 machining jobs added. Along with projected growth, there is

5

Attachment 1 - Work Plan Grant # 8041400

need to replace machinists who may leave the job or retire, providing considerable opportunity for this occupation both regionally and statewide.

Table 2. j	ortheast Minnesota Occu	pation Statistics,	2016	Source: DEED's	Occupation Employ	ment Statistics and t	mployment Outlook
SOC Code	Occupation	Employment	Median Wage	% Change 2014 - 2024	Numeric Change 2014 - 2024	2014 - 2024 Replacement Openings	2014 - 2024 Total Openings
470000	Construction and Extraction Occupations	5,950	\$27.26	1.7%	138	1310	1480
514041	Machinists	290	\$23.55	26.4%	101	110	210
514041	Carpenters	1,020	\$24,37	0.9%	13	150	160
472152	Plumbers, Pipefitters, and Steamfitters	410	\$33.66	0.2%	1	50	50
472111	Electricians	. 510	532.12	1.0%	ا و	130	140
472211	Sheet Metal Workers	170	\$29.85	1.0%	3	60	60

Measurements of Success: Success will be measured by achieving the following:

Short Term Training: Machininger	" Pre-Apprenticeship Training: Carpentry	Experiential Tours/Information
50 will inquire about program	50 will inquire about program	60-75 women will participate in tours of the 5
30 will complete paperwork	30 will complete paperwork	training site locations
18 will engage in prep with ABE	18 will engage in prep with ABE	At least 12 of women participating in tours will
15 will move into training	15 will move into training	submit apprenticeship applications
10 will successfully complete training	10 will successfully complete training	amazine white distributed and
8 will move into employment, further	8 will move into employment, further	Of those who apply, at least 50% will be accepted.
education or apprenticeship	education or apprenticeship	

Employment Outcomes: The 200 hour machining course was developed in partnership with employers and will provide a cohort of women with foundational skills necessary to gain employment. Employers will engage with participants throughout the training and will interview all successful completers. Those who successfully complete the training and meet employer requirements (i.e. pass drug test), will move into employment. Once hired, skills will continue to develop through on-the-job training. Opportunities for advancement will be available as skills are further developed through OJT and incentives will be provided to participants at hire and quarterly for up to one year to reward job retention. Successful completers of the Carpentry Preparatory Apprenticeship will have skills necessary for residential or commercial carpentry positions and/or entrance into a full apprenticeship program. Those moving into a full apprenticeship will increase their skills and marketability, providing additional opportunities for employment and/or advancement. To support job retention, incentives will be provided for participants at hire, 3-months, 6-months, 9-months, and one year. The first round of Carpentry Preparatory

Apprenticeship training in Duluth (mid-2017) resulted in: 78% successfully completed, 67% obtained

74.15

employment; 50% entered into a registered apprenticeship. We expect to achieve similar or better outcomes in this next round of training and will continue to utilize a cohort model to facilitate peer support. Implementation of <u>education</u>, <u>outreach and experiential tours</u> will increase awareness of the apprenticeship training programs (and application processes), while removing key barriers for participants, training programs and employers. We often hear that individuals who enter apprenticeships "do so because of a family member or other acquaintance". If a person does not have that connection, they are far less likely to pursue these opportunities or even know where/how to access them. Women are even leas-likely to pursue an occupation in the trades, because they see very few women doing this work and don't realize it could be an opportunity for them. Training programs want/need to recruit more women and minorities, but are having very limited success. Activities outlined in this proposal will facilitate connectively between women and the skilled trades, reduce barriers (i.e. stereotypes, lack of awareness, etc.), and provide support for women interested in pursuing these nontraditional careers. Our goal is to increase the number of women who apply for and are accepted into local apprenticeship programs.

Sustainability: DWD has worked with individuals to gain and sustain employment for decades and has successfully prepared women (including low-income, women of color, and women over 50 years old) for high-wage, high demand jobs - including nontraditional occupations. Over the years, DWD has helped hundreds of women secure employment in high-demand industries including healthcare, advanced manufacturing, aviation, and carpentry. To sustain efforts outlined in this proposal, DWD will continue to align education/training resources with high-wage, high-demand occupations in the skilled trades and work with partners to secure additional funding beyond the grant period. We will seek investments from local foundations and, as the value of this work is recognized by our employer and apprenticeship partners, we will pursue a "shared investment strategy", where all partners contribute financially.

During this time of limited resources – people and financial – creative solutions supported by cross-

7

sector, public/private investment and collaboration will be essential to our community's ability to meet employer demand for workers and individuals' need for employment with family-sustaining wages.

Partnerships: See partnership chart

Participant Recruitment, Intake, and Retention Strategy: Recruitment: SOAR will facilitate recruitment through agency staff and case managers; DWD will facilitate recruitment through staff, case managers, and Workforce Center partners. Information will be shared with St. Louis County and local DWP/MFIP providers to reach women on public assistance and an established referral network will be utilized to share information with other community-based organizations, service providers, government entities; ... educational institutions, service organizations, and others so they can identify and refer eligible and Interested individuals to participate in project activities. Intentional connections with leaders from communities of color, the YWCA, NAACP, Community Action Duluth, and others will be made to promote project activities and training opportunities, and materials will be provided for easy reference and distribution to those who want to learn more. At least three information sessions will be conducted at locations across the community. Challenges: Connecting with the target population is often the most challenging aspect of any project, making it very important to have a broad referral network and multiple strategies for outreach. As we connect with individuals, we often find they need to work on stabilization factors such as securing safe housing, maintaining mental health and/or chemical dependency issues, or obtaining identification before they are ready to move forward. Support services and collaboration with others in the community help us work with clients to overcome these issues. Work schedules, childcare needs and other factors also create challenges for those we wish to engage, so training and tours are scheduled to provide as much flexibility for accommodating those needs as possible. Intake: A basic application will be used to collect relevant client data to determine eligibility and provide job counselors with other relevant information such as education level, skill competencies, and work experience. To assess the basic reading and math skills of eligible participants, staff utilize

(1)

414

TABE testing administered by ABE. Other assessments are also utilized to support participants and assist them with making informed decisions regarding their future in the workforce. Participants meet one-on-one with staff to assess any "at risk" factors (i.e. criminal background, disability, negative work history), and discuss how best to address them. Based on client needs, a plan is developed for moving forward. Retention: Job counselors establish a relationship with each client; getting to know them and working to facilitate trust and open communication. The more connected a client feels to their counselor, the more likely they will be to reach out when challenges arise and the more successful they will be. Maintaining frequent contact and communication by phone or in person is critical to ensuring client engagement and retention. Incentives may be used to reward participants who achieve identified milestones (i.e. GED completion, 6 months on the job). Support services for transportation and other unmet needs also help with participant retention by removing barriers that would otherwise impede client success. Monitoring Progress: Staff maintain contact with participants at least monthly once they have exited the program to ensure the individual continues to be successful and provide assistance and/or support if they encounter an obstacle that would inhibit continued progress.

Use of Funds: Cost Effectiveness — A description of how the funds will be used to successfully deliver the proposed services has been included on the budget form. Financial Capacity - DWD has extensive experience effectively administering grant funding and the financial capacity needed to implement this grant project. Each year, DWD manages more than \$3.4 million in state and federal funding with support from the City of Duluth Financial Department which oversees financial management and ensures fiscal integrity. Funds Requested / # Served / Cost per Participant —

All Grant Ac (Trainings, Outre		Short Term Training:	Machining <u>Only</u>	Preparatory Apprenticeship T Carpentry <u>Only</u>	raining:
Total # Served	102 117	# Served	30	# Served (this grant only)	12
Avg. Cost Per Participant	\$1,373 - \$1,197	# Trained	15	# Trained (this grant only)	6
		Cost of Training Per Participant	\$1,500	Cost of Training Per Participant (this grant only)	\$2,245

9

tiret .

· Ger

By utilizing an infrastructure of strong and proven partnerships, leveraging funding from other sources, establishing new partnerships, utilizing existing facilities, and enhancing efforts with in-kind resources and support, our project utilizes available funds in the most effective and productive way.

Financial Management Capacity: Records are maintained and supported by source documentation: even .

Records are maintained in the City of Duluth's (City) accounting and payroll software. Original involces are kept by the Auditor's Office to support expenditures recorded; and, payroll records are kept by the Payroll Department to support payroll recorded. <u>Internal controls are in place to assure accountability</u>: The City has internal controls in place and maintains segregation of duties: (A) Expenditures are approved by authorizing personnel, and forwarded to City's Finance Department; (B) Financial Specialists enter invoices into the accounting system. Financial Analysts print the checks; (C) Bi-weekly payroll timesheets are reviewed & approved by department supervisors. Payroll is entered into payroll software by the Payroll Department. All payroll checks are direct deposited; (D) The Treasurer's Office receipts all revenue; (E) The City has an annual audit performed by the Office of the State Auditor of Minnesota and is considered a low risk auditee. Fund Management: The City, in its 2016 audit (most recent completed) received revenues of \$131,630,842 in its General and Governmental Funds. The revenue was generated by property, sales & other taxes; licenses and permits, intergovernmental revenues (grants), charges for services, fines and forfelts, special assessments, investment income, and miscellaneous revenues. Five Financial Analysts and the City Auditor are assigned funds, and do the accounting for their assigned funds. Financial operations are overseen by the City's Chief Financial Officer and a Budget Manager oversees the City's annual budgets for all City funds. Matching/Leveraged Funds - A) Co-enrollment with other programs will leverage grant funds by supporting eligible portions of the proposed activities; and B) \$35,000 secured by SOAR through a DOL

LEAP grant will be leveraged with funds requested in this proposal to deliver the Carpenter's

Preparatory Apprenticeship training and ensure designated slots for at least 6 women.

10

Out.

	a supplied of the supplied of	05	30	1.8	15	12	6		ed employment plan (IEP), and		(6	
		OS.	30	- 87	25	12	6		Outcome Measures 30 individuals complete intake and assessments and TABE testing. 38 individuals complete intake and assessments and TABE testing. 38 individuals continue working with staff, develop an individualized employment plan (IEP), and movelinto preprourse with ABE.	ABE Prep Course move into classroom training room training	Outcome Measures. 100% of those completing training will be interviewed (12) At least 50% of those interviewed will be hired (6) 50% of those not hired will pursue additional education/training (3)	
Grant #8041400			1			1		Oricome Measures SC individuals inquire 30 individuals enroll	Outcome Measures 30 Individuals complete intake ar 38 Individuals complete intake ar 38 Individuals continue working v	Outcome Measures 18 individuals will enter into the ABE Prep Course 12 individuals will complete and move into classroom training 12 individuals will complete classroom training	Outcome Measures 100% of those completing training will be interviewed (12) At least 50% of those interviewed will be hired (6) 50% of those not hired will pursue additional education/tr	
City of Duluth	73.	机 计经验记录 经基本的 医多种			<b>១</b> វារាជា	id Earning Credential/s:	ind/or Apprenticeship:	ness, Outreach & Recruitment velop shared marketing materials and essions at their locations; Il sessions will be conducted at location in vest, central); ed to generate awareness; shared through partner networks, shared through partner networks.	e.& conduct assessments. E-resting with ABE, additional id: If to address baniers, etc.	hining Trainling. in & complete 20 hours of ABE Prep with ion. in and complete 200 hours of machining edded ABE Services? It with staff to address barriers and ensure successful completion.	ient, & Employment.  es will engage with participants during.  es will engage with participants during.  mation about their business, available  growth & advancement, the application  interviews will be conducted prior to	The state of the s
Attachment 1: Work Plan		Total Induiting	Total Participants Served	Total Entering Prep with ABE:	Total Completing Prep and Entering Training	Total Completing Training and Earning	Total Entered Employment and/or App		Activity: Intake and Assessments.  Job counselors will facilitate intake & conduct assessments.  All participants will complete TABE resting with ABE, additional support will be provided as needed.  Participants will work 1.1, with staff to address barriers, etc.	Activity: ABE Prep and Machining Training Participants will enroll in & complete 20 hours of ABE Prep contextrained instruction. Participants will enroll in and complete 200 hours of machin training (including embedded ABE services) Participants will work all with staff to address barriers and troubleshoot issues to ensure successful completion.	Activity Employer Engagement & Employment. Employer representatives will engage with participants during training to provide (ariomation about their business, available jobs, opportunities for growth & advancement, the application process; etc. Jobsite tours and Mock interviews will be conducted prior to class completion.	サイサー から から はない はない からない ない はない はない ないない ないない ないしょう

Activity: Advisory Committee Meetings.
A committee of individuals from organizations with or representing diverse populations will meet at least monthly to inform staff on project activities, troubleshoot issues, and ensure services are delivered in a manner that is reflective and accommodating of the populations being served.

Grant #8041400

A committee of individuals from organizations working with or representing diverse populations will meet at least monthly to inform staff on project activities, troubleshoot issues, and ensure services are delivered in a manner that is reflective and accommodating of the populations being served.

Page | 3

City of Duluth	
Attachment 1: Work Plan	

Grant #8041400

Outreach Education Caloury	Secretaris sometimos (g) 10/20/100	Granes alternoun III 1908	Period3 Grant Statistmough 6/30/19
Total Tour Darfiction ts		Up to 75	Up to 75
Total Tour Participants Submitting Apprenticeship Application		•	12
		1	9
Activity: Development of Materials to "Demystify" Apprenticeships  Research existing apprenticeship information  Conduct in person meetings with representatives of apprenticeship training programs and tour facilities to "fill in gaps" such as process specifics (including when interviews are conducted), selection process, potential for informational interviews, basic skills required, etc.  Use information to develop materials for use by staff, job seekers, students and others who may be interested in apprenticeships.	Outcome Measures All research complete, visits mad	Outcome Measures All research complete, visits made, and materials developed by June 30, 2018	e 30, 2018
Activity: Distribution of Materials to "Demystify" Apprenticeships  Host event to "kick-off" awareness of apprenticeships and highlight upcoming tours  Ensure all WPC staff and other employment & training providers are aware of apprenticeship opportunities and have access to materials to share with clients Disseminate brothers, posters and other materials to key locations in the community.	Outcome Measures Kick-off event; Tour Schedule Released at end of Period 1. Information disseminated during Period 2. Recruitment for tours will occur Period 1-2.	eased at end of Period 1 Period 2 Veriod 1-2	
Activity: Coordinated Tours of Training Programs for Women Conduct experiential tours at each of the following locations by end of 2018: Carpenters Training Ctr. (5238 Miller Trunk Hww) Plumbies/Pipelitters Training Ctr. (4402 Appark Blvt, Duluth) Pipel Metal Training Ctr. (6279 Industrial Rd, Saginaw) Fleorifician Training Ctr. (6372 Midway Rd, Hernantown) Fleorifician Training Program(take Superior College, Trinity Rd) Tours will feature information about occupations, wages, training requirements, application processes, and opportunities for participants to "try out" a few hands-on examples of jobspecific tasks. All attendeses will be provided with packets including an apprenticeshy application and a detailed overview of the process, pre-application and a detailed overview of the selection process and timeline, etc.		Outcome Measures Tours completed at all sites by 12/31/18 Those submitting applications will do so prior to set deadlines Staff will, provide coaching and support to those submitting applications Interviews and selection will occur in Period 3 Interviews and selection will occur in Period 3	ions

Attachment 2: Budget

Grant #8041400

City of Duluth

			Total DEED Fur	Total DEED Funds Requested		Total Matthing	Town Decision
Office Use	Cost: Category	Period 1 (Grant Stort Cate theoreth 5/30/19)	Period 2 (Grant Start Date through 12/33/18)	Feriod 3 (Gram Start Date through 5/30/19)	Total DEED Funds	Funds? (If applicable)	Funds
833	Administrative Costs	\$4,000	\$8,500	\$13,000	\$13,000	SS,000	\$18,000
\$85	Direct Services	\$12,500	\$24,500	\$37,000	\$37,000	\$16,000 purgan 5 m-sectors 1889)	253,000
838	Offect Customer Training	\$17,500	\$28,000	\$58,229	\$68,229	\$16,415 husing \$10-knotements	\$84,644
828	Support Services Costs	\$4,000	\$20,000	\$16,970	\$16,970	\$6,500	\$23,470
830	Officaci	\$4,000	\$6,300	\$6,300	\$6,300	\$	\$6,300
	Totalt	\$42,000	\$77,300	\$141,499	\$141,499	\$43,915	\$185,414

Administrative funds will be used for costs not associated with direct provision of services to program participants, including financial reporting, payment processing, grant administration and oversight.

Oriect Sendos include staff costs associated with providing direct services to participants including; intake & Assessment, Case Management, Instruction/Workshops, Precomputer lab - 15 students MACHINING; NCSRCC. Instructor wages and benefits, curriculum, building materials and supplies for - 6 students CARPENTRY; OWO: OF pheet Customer Training includes funding for ABE: Instructor costs for TABE testing, curriculum development, 20 hours contextualized instruction, 20 hours training instaution support, assessment, help with basic education skills – CARPENTRY & MACHINING; tore Superor College: Instructor costs, books/materials, equipment, Employment Services (Lob Search), Post-Employment Services (Lob Retention)

employer partners - MACHIDANG; Trobing Centers: Journey person wages and benefits, materials and supplies to Radifiacilitate Experiential Tours with hands-on activities Support Services Comminde beans/supports that are necessary for participation and success in program activities including, but not limited to transportation, housing/tennal assistance, health/medical costs, needs-based payments, and other expenditures in accordance with appropriate rules and regulations.

Ourreach includes \$1,300 for development of materials for Carpensers Preparatory Apprenticeship Program and Short Term Training in Machining and support for information sessions (i.e., chaldcare). Remaining \$5,000 is for development of Apprenticeship resources and tours – including costs of transporting a group of 12-15 worther TO COCH SEE.

<sup>&#</sup>x27;s Marching funds are non-DEED funds (e.g. cash, al-kind contributions, or cance state. Acdemi, or powers funds). I Administrative casts cannot exceed 20% of total funds requested.

# Women Economic Security Act (WESA) MN Women and High-Wage, High-Demand, Nontraditional Jobs Grant Program ISD 709 - Adult Learning Center/Adult Basic Education (ABE)

**EXHIBIT E** 

13D 703 - Addit Learning Center/Addit Basic	Education (	HOLI	
	TERNY ONE: (Sfy 18) 03-31-18 through 06-30-19	(SFY19) 07-01-18 through	TOTAL ABE
Subgrant Administration	\$0	\$0	\$0
Direct Customer Training: Instructor costs for TABE testing, curriculum development, 20 hours contextualized instruction, 20 hours training instruction support, assessment, help with basic education skills - CARPENTRY	\$1,039.50	\$1,039.50	\$2,079
Direct Customer Training: Instructor costs for TABE testing, curriculum development, 20 hours contextualized instruction, 35 hours training instruction support, assessment, help with basic education skills - MACHINING	\$2,250	\$2,250	\$4,500
Direct Services	\$0	\$0	\$0
Support Services	\$0	\$0	\$0
Outreach	\$0	\$0	\$0
Total	\$3,290	\$3,290	\$6,579

	03-31-18	07-01-18	10-01-18	01-01-18	. 04-01-19
	POST CONTRACTOR CONTRA	through	AMERICAN CONTROL OF THE PARTY O	AND THE PROPERTY OF THE PARTY OF THE PARTY.	through
TERM ONE (SFY18): -03-31-18 through 06-30-19: - Cost Category	06-30-18	09-30-18	12-31-18	03-31-19	06-30-19
Subgrant Administration					\$0
Direct Customer Training: Instructor costs for TABE testing, curriculum development, 20 hours contextualized instruction, 20 hours training instruction support, assessment, help with basic education skills - CARPENTRY					\$1,039.50
Direct Customer Training: Instructor costs for TABE testing, curriculum development, 20 hours contextualized instruction, 35 hours training instruction support, assessment, help with basic education skills - MACHINING					\$2,250
Direct Services					\$0
Support Services					\$0
Outreach					\$0
Total			(American de American de Ameri		\$3,290

		10.04	10-01-18 through		
TERM:TWO (SFY15): 07-01-18 through 06-30-19 - Cost Gategor	<b>y</b>	- 09-30-18	12-31-18	03-31-19	-06-30-19
Subgrant Administration					\$0
Direct Customer Training: Instructor costs for TABE testing, curriculum development, 20 hours contextualized instruction, 20 hours training instruction support, assessment, help with basic education skills - CARPENTRY					\$1,039.50
Direct Customer Training: Instructor costs for TABE testing, curriculum development, 20 hours contextualized instruction, 35 hours training instruction support, assessment, help with basic education skills - MACHINING					\$2,250
Direct Services					\$0
Support Services					\$0
Outreach					\$0
Total					\$3,290

# OF THE STATE OF TH

### City of Duluth

411 West First Street Duluth, Minnesota 55802

### **Certified Copy**

Resolution: 18-0413R

File Number: 18-0413R

RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO A SUB-RECIPIENT FUNDING AGREEMENT WITH INDEPENDENT SCHOOL DISTRICT 709 ADULT BASIC EDUCATION FOR EMPLOYMENT AND TRAINING SERVICES FUNDED THROUGH THE STATE OF MINNESOTA'S WOMEN'S ECONOMIC SECURITY ACT, MINNESOTA WOMEN AND HIGH-WAGE, HIGH-DEMAND, NONTRADITIONAL JOBS GRANT PROGRAM IN THE AMOUNT OF \$6,579.

#### CITY PROPOSAL

RESOLVED, that the proper city officials are authorized to enter into a sub-recipient funding agreement with Independent School District 709 Adult Basic Education in the amount of \$6,579, substantially in the form as the attached hereto for services to be conducted in accordance to the terms and conditions set by the Women's Economic Security Act, Minnesota Women and High-Wage, High-Demand, Nontraditional Jobs Grant Program and master agreement between the city and state of Minnesota department of employment and economic development ("DEED"), funds to be paid from fund no. 268-031-6228-5441 (workforce development, grant division, miscellaneous workforce development grants, other services and charges).

This Resolution was adopted unanimously.

I, Chelsea Helmer, City Clerk of the City of Duluth, Minnesota, do hereby certify that I have compared the foregoing passed by the city council on 5/29/2018, 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.

Chelsea Helmer

Date Certified

### **AGREEMENT**

THIS AGREEMENT, made and entered into this 8th Day of June, 2018, by and between INDEPENDENT SCHOOL DISTRICT #709, a public corporation, hereinafter called SCHOOL DISTRICT, and the LITTLE LEAGUE BASEBALL CENTRAL DISTRICT OF DULUTH, INC., a Minnesota nonprofit corporation, hereinafter referred to as the CORPORATION.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Corporation will provide programs or services for the District at the times and locations set forth in this Agreement.

WHEREAS, the School District owns a tract of land in Blocks 25 and 26 of East Lawn Division; and

WHEREAS, the Corporation has developed a certain portion of such tract of land for conducting Little League Baseball activities under prior agreements with the School District and wishes to maintain such portion of such tract of land for the purpose of continuing to conduct Little League Baseball activities thereon,

NOW, THEREFORE, the School Board, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, and upon the terms and conditions set forth below, hereby grants to the Corporation for a period of five (5) years from the date first mentioned above, but not to the exclusion of the School District, for the purpose of conducting thereon Little League Baseball activities:

- 1. The Corporation may continue to develop and maintain two (2) baseball fields and other necessary facilities suitable for what is known as a Little League Baseball Field. In connection with this, the Corporation may make and maintain, but is not limited to, the following improvements and installations: two baseball diamonds, dugouts, bleachers, backstop fences, outfield and base line fences, flagpole, scoreboards, concession building and equipment building. The Corporation shall maintain such improvements, installations and facilities in a safe manner.
- 2. The Corporation may, during Little League baseball games only, operate a concession for the sale of pop, candy, popcorn, sandwiches and like articles.
- 3. The permission granted herein is not exclusive, and at those times during which the Corporation has not scheduled the use of the premises; said premises and facilities shall be open to the general public for recreational purposes. The Corporation shall have the right to coordinate the scheduled use of the premises.
- 4. During any period of construction or site development, the Corporation or its contractor shall carry Worker's Compensation Insurance as required by statute. Before any construction or site development begins, the Corporation shall submit for the approval of the School District a certificate of that insurance required herein which names ISD #709 as one of the parties insured, and which provides for fifteen (15) days written notice of cancellation to the School District.

- 5. It is the understanding and intention of the parties hereto that any benefits received by the School District under this agreement are rendered or given by the Corporation, its members, employees, agents, volunteers or tenants voluntarily and such parties are volunteers.
- 6. The Corporation shall defend, indemnify and save harmless the School District from any and all liens, claims, demands or expenses of any person or persons including the Corporation, its members, employees, agents, volunteers or tenants, whomsoever occasioned or caused by the contract, acts or omission of the Corporation, its members, employees, agents, volunteers, or tenants, or by reason of the use, development, operation, or maintenance of said premises by the Corporation under this agreement.
- 7. During the period of this agreement the Corporation agrees to maintain General Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) with respect to injury or death to a single person, in an amount not less than One Million Dollars (\$1,000,000) with respect to any one accident, and in an amount not less than One Million Dollars (\$1,000,000) with respect to any property damage. Certificates of said insurance shall be submitted to the School District annually for approval naming the School District as the Certificate Holder and as an additional insured on the policy. The policy must also include a provision that the School District will be notified in writing fifteen (15) days prior to cancellation.
- 8. Either party may terminate this agreement by sixty (60) days written notice. All notices and orders given to the Corporation may be served by mailing the same to the Corporation at its last known place of residence or business, or by delivering to it a copy thereof, or by leaving said notices and orders addressed to the Corporation at its place of business with any person then in charge of said premises.
- 9. The Corporation shall keep the premises free from paper, garbage, or debris, which is in any way connected with its activities.
- 10. The Corporation shall, in connection with any site development, building construction, use or maintenance of the premises, comply with all applicable ordinances and regulations of the City of Duluth.
- 11. A waiver by the School District or by the Corporation of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or any other term, covenant or condition herein contained.
- 12. The right of the Corporation to build, occupy, use and maintain the above described area and any buildings or structures located thereon shall continue only so long as each and all of the undertakings, provisions, covenants and conditions herein contained are on its part complied with strictly and promptly.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Ĭ	TTT	1	H	À	GIR BA	SFRA	1.1	١.	CENTRAL	MICTOICO	OFTH	T TITLE

Kyle J. Tomascu

6/8/2018

INDEPENDENT SCHOOL DISTRICT #709

By: Douglas C. Sh

06/13/2018

Date

# School Nutrition Programs Agreement for Vended Meals Provided by a School Food Authority

### School Year 2018-2019

This agreement is for a School Food Authority (SFA) that participates in School Nutrition Programs (SNP) to obtain reimbursable SNP meals from another SFA, which is referred to in this contract as the "Vendor". An Agreement for Vended Meals Provided by a School Food Authority must be completed each school year that the Vendor will provide meals to the SFA. This agreement template may not be used to obtain SNP meals from a commercial vendor.

Meal charges are based on the Vendor recouping at least the estimated costs of providing the meals or snacks. If actual costs are not available, the charge may be based on the total federal reimbursement that could be received for the meal or snack including the value of USDA Foods if applicable.

Competitive quotes are not needed when SNP meals will be obtained from another SFA. The Vendor and SFA may directly negotiate meal prices without additional, competitive quotes.

### Purpose and Term

"School Food Authority" or "SFA" means the school food authority that will receive the meals and claim the meals for SNP reimbursements under the SFA's agreement with the Minnesota Department of Education (MDE).

"Vendor" means the school food authority that will provide the SNP meals.

This contract, between School Food Authority (SFA):

Harbor City International School

SFA's Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number:

1000005760 and Vendor:

Duluth School District/ISD 709

SFA's Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number: 1000003456

authorizes that the Vendor will provide meals, snacks or milk in accordance with this agreement and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II of this contract.

The contract is effective for the period of: 09/04/2108 through 06/06/2109

Vendor will provide meals to SFA site(s) listed below or on an attached list.

Site Name	Site Address	CLiCS Number (if known
Harbor City International School	332 West Michigan Street, Duluth, MN 55802	1000005760
\$		and the self-self-self-self-self-self-self-self-
SFA will notify Vendor SFA with 5	days' notice of changes to sites.	
f all sites do not receive the same t	ypes of meals, describe differences between sites h	nere:
I. Meal Requirements		
including revised requirements f apply):	cs and/or milk that meet applicable School Nutrition rom the Healthy, Hunger-Free Kids Act of 2010 (che	eck all programs that
Lunches meeting National S 210.	chool Lunch Program requirements,* 7 Code of Fed	deral Regulations (CFR)
Breakfasts meeting School L	Breakfast Program requirements, 7 CFR 220.	
Snacks meeting Afterschool	Care Snacks requirements, 7 CFR 210.	
Milk meeting Special Milk P	rogram requirements, 7 CFR 215 / Minnesota Kinde	ergarten Milk Program.
Other (describe):		•
3. Vendor will provide meals to SFA	A in the following manner:	
Unitized meals.		
Bulk quantities accompanies component.	d by written instructions regarding the planned por	rtion size for each food

C. Vendor will also provide (check all that apply):

Eating Utensils.

Condiments.

Paper Items.

	Extra Milk.
	Transportation Containers.
	Other, describe:
11	. Meal Charges and Billing
٤.	SFA will pay the following fixed prices for meals that meet program requirements and are delivered in accordance with the agreement. The fixed prices are the total amount due from SFA for each meal type; Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.
	Meal charges are based on the use of all commercial foods. Meal prices have <i>not</i> been reduced to reflect th value of SFA's USDA Foods. SFA will receive credit for its USDA Foods entitlement value as described in Section V.
	Breakfast \$
	Snack \$
	Lunch \$ 3.25
	Meals (check one):
	If applicable, describe other charges such as for extra milk, adult meals, and adjustments to meals to accommodate special dietary needs:
	Adult Meals will be charged to the SFA at \$4.00
	Vendor SFA will bill SFA as described (include frequency of billing):
	A monthly billing with total meals sent/picked up will be mailed through the US Mail to the SFA.
	NOTE: Neither the Minnesota Department of Education (MDE) nor USDA assumes any liability for meal payments.

### IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute or modify food or beverage items as requested by SFA for students with medical or special dietary needs as specified by SFA. SFA is responsible to obtain and maintain any documentation required for SFA to claim program reimbursements.

If Vendor incurs additional costs for substitutions specified by SFA that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither SFA nor Vendor may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions or modifications to meals, as specified by SFA, for students with a disability that restricts their diet so that they are unable to consume the regular program meals. SFA is responsible to obtain the *Special Diet Statement* for the student that is required for SFA to claim program reimbursement for the meals.

B. Lactose-Reduced Milk for Students with Lactose Intolerance - State Requirement

Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114 for lactose-intolerant students whose parents have submitted written requests: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. SFA is responsible to maintain the written requests on file.

C.	Meal Substitutions	for Students	without	Disability	(Optional)
----	--------------------	--------------	---------	------------	------------

$\checkmark$	If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer meal
	substitutions that are within the meal pattern on a case-by-case basis for students who do not have a
	disability but who have special dietary needs. SFA will specify the required substitutions to Vendor.

### D. Non-Dairy Fluid Milk Substitutes (Optional)

 If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one
or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk to students with a
medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in
accordance with SFA's policy. SFA will maintain the written requests that are required to claim program
reimbursement for non-dairy fluid milk substitutes.

### V. USDA Foods

SFA's USDA Foods entitlement value for the school year is \$	. SFA will permit MDE to
transfer SFA's entitlement value for the school year to Vendor.	. Vendor will credit SFA for SFA's USDA Foods
based on SFA's entitlement value.	

Vendor will provide credits for USDA Foods to SFA at this frequency (check one):

On the monthly invoice, in the set monthly credit amount based on SFA's entitlement valu	e shown	above
divided by SFA's number of operating months.		

SFA's number of operating months:

Monthly credit that will be provided by Vendor (total entitlement divided by the number of operating months): \$	
Other frequency	
At the end of the contract year.	
VI. Ordering and Delivering	
A. SFA or sites will notify Vendor in advance of the number of meals needed.	
Vendor will use an examined system for enabling and as for delivery adjusters as the	

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for SFA or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by e-mail, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information:

B. Vendor will deliver meals as described. Include time(s) for each site.

(For each meal service, indicate time that meal will be delivered or picked up by SFA. If more than one site, indicate for each site.) Describe here, or reference here to attached information:

Harbor City will pick up meals at Denfeld High School.

C. Responsibility for transport containers:

(Indicate whether Vendor or SFA will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or SFA/Site to return transport containers. If more than one site, indicate any differences between sites.)

Describe here, or reference here to attached information:

D. Other:

Harbor City Staff will notify vendor of meals needed on a daily basis.

### VII. Recordkeeping and Availability of Records

- A. Vendor agrees to maintain full and accurate records, which are required for SFA to claim reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; 3) daily number of meals furnished, by type of meal.
- B. Vendor and SFA agree that books and records pertaining to Vendor SFA's food service fund will be made available to SFA upon request and agrees to retain all records for inspection and audit by representatives of

SFA, MDE, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where audit findings have not been resolved the records must be retained beyond the three-year period until resolution of the audit.

### VIII. Health and Sanitation

- A. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

### IX. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies.

### SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from MDE.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure that the food service operation is in conformance with SFA's agreement with MDE to participate in SNP.
- D. Maintain all applicable health certifications for SFA site(s).
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.

### X. Termination

Either party may terminate this contract for cause by notice in writing as described:

(The number of days required for notice of termination, not to exceed 60 days, must be stated.)

The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

### XI. Additional Provisions at Option of SFA and Vendor

Describe additional provisions here, or reference here to additional attached nonfinancial provisions: 30 days termination notice in writing.

### Agreement for Vended Meals Provided by a School Food Authority

### Signatures

SFA Name: Harbor City International School

Authorized Representative:

Ted W. Buck

Title: Co-Directer

Signature of Authorized Representative:

Date: 5/3//2018

Vendor Name: Duluth School District/ISD 709

Authorized Representative: William Gronseth

Title: Superintendent

Date:

Signature of Authorized Representative: What Direct le/25/18