



MEMORANDUM OF UNDERSTANDING

WHEREAS, SOAR Career Solutions (SOAR), Duluth Adult Education (DAE) and Lake Superior College (LSC) have come together to implement the Automotive Light Maintenance Technician job training which is funded by the 2021 City of Duluth Community Development Block grant award.

WHEREAS the partners listed below have agreed to enter into a collaborative agreement; and
WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

I) Description of Partner Agencies

SOAR is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. SOAR provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or getting a job. SOAR was founded in 1980 as Project SOAR of NE MN and changed its name in 2005. Since inception, over 12,000 individuals have received services.

DAE offers educational opportunities for adults to prepare for their GED or adult diploma, transition into college, prepare for job training, increase English language skills and increase computer literacy and basic reading, writing and math skills.

LSC is a two-year community and technical college in northeastern Minnesota. LSC provides 90 programs and services including technical programs and customized training for business and industry partners.

II) Purpose and Scope:

Utilizing MN DEED's Pathways to Prosperity training model, SOAR will partner with DAE and LSC to train and support low-to-moderate-income residents to gain the skills necessary to obtain entry-level employment in the automotive technician field.

Goal: Economic Development

Objective 1: Assist participants to access living wage jobs through local businesses.



Objective 2: Help low-income people gain work skills, jobs and employment history that results in increased income and overall stability.

Success Measures:

- 13 Enroll into Bridge Instruction
- 10 Enroll into automotive light maintenance technician class
- 8 obtain credential/certification from LSC
- 7 enter into sustainable employment at or above \$15/hour
- 5 retain employment for 12 months

III) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

SOAR will:

1. Serve as the fiscal host and grant administrator;
2. Engage with the Duluth Workforce Board to ensure open communication about the automotive light maintenance technician training, align with local workforce strategic plan (in accordance with Workforce Innovation and Opportunities Act guidelines), obtain current information on employment opportunities and labor market needs, identify local industry career pathways and other workforce development information;
3. Facilitate regular meetings with DAE and LSC for the purpose of coordination and collaborative oversight of the project;
4. Facilitate regular meetings with DAE and LSC for the purpose of gauging the project and identify issues and solutions;
5. Recruit and enroll a minimum of 10 participants into the automotive light maintenance technician training;
6. Provide 1:1 case management and participant support to enrollees; and
7. Report on project outcomes.

DAE will:

1. Regularly participate in automotive light maintenance technician planning and oversight meetings;
2. Coordinate with SOAR and LSC to provide educational and social support to participants;
3. Develop automotive light maintenance technician bridge curriculum;



4. Assess participants' reading and math skill level to identify the level of educational support needed for each participant;
5. Assess participants' technology skill level to identify level of support needed to be successful with automotive light maintenance technician coursework;
6. Provide 35 hours of bridge instruction to participants;
7. Provide 62 hours of integrated instruction to participants; and
8. Participate in automotive light maintenance technician graduation ceremony.

LSC will:

1. Regularly participate in automotive light maintenance technician planning and oversight meetings;
2. Coordinate with SOAR and DAE to provide educational and social support to participants;
3. Develop customized curriculum for automotive light maintenance technician training;
4. Provide 132 hours of instruction for automotive light maintenance technician job training. Topics include safety, tools and welding, vehicle engineering, tires and wheels, brakes, suspension, and electrical; and
5. Provide an industry recognized certification for Automotive Light Maintenance Technician.
6. Provide graduates of Automotive Light Maintenance Technician training with opportunity to apply training hours towards credit for prior learning if continuing their education at LSC for Automotive Mechanics.

Financial involvement/commitment:

Payment to partner agencies is contingent upon receipt of City of Duluth Community Development Block Grant funding. Payments will be made at the conclusion of the automotive technician training. Payment will not be made without proper documentation.

Please send invoices via email or USPS by June 15, 2022 to
Ann Miller, Finance Director, amiller@soarcareers.org
or
SOAR Career Solutions
Attn: Ann Miller



205 W. 2nd Street, Suite 101
Duluth, MN 55802

Maximum payment made to each agency:

Duluth Adult Education: \$11,138
Lake Superior College: \$31,264

IV) Timeline

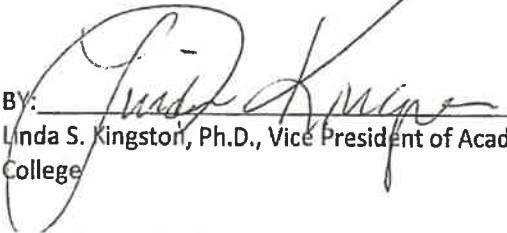
Responsibilities under this Memorandum of Understanding will coincide with the automotive technician training, January 18, 2022 – June 1, 2022.

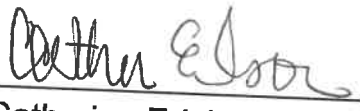
V) Signatures

SOAR, DAE and LSC agree to collaborate and provide services as detailed above in Section III to fulfill the automotive light maintenance technician job training.

BY:  DATE: 11.16.21
Emily Edison, Executive Director, SOAR Career Solutions

BY:  DATE: 11/29/21
Angie Frank, Adult Education Manager, Duluth Adult Education

BY:  DATE: 11-23-21
Linda S. Kingston, Ph.D., Vice President of Academic and Student Affairs, Lake Superior College

 ^{12/10/21}
Catherine Erickson, CFO



MEMORANDUM OF UNDERSTANDING

WHEREAS, **SOAR Career Solutions (SOAR), Building Strong Communities (BSC), Duluth Adult Education (DAE), Duluth Workforce Development - CareerForce (DWD), International Association of Bridge, Structural Ornamental and Reinforcing Local Union 512 (Local Union 512), and International Union of Operating Engineers Local 49 (Local 49)** have come together to implement the Highway Heavy Construction training, funded by OJT Support Services, Minnesota Department of Transportation federal grant.

WHEREAS the partners listed below have agreed to enter into a collaborative agreement; and
WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

1) Description of Partner Agencies

SOAR is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. SOAR provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or getting a job. SOAR was founded in 1980 as Project SOAR of NE MN and changed its name in 2005. Since inception, over 12,000 individuals have received services.

BSC is an apprenticeship preparatory program that prepares adults and high school graduates for careers in the construction industry. This program offers graduates the opportunity to gain real experience and exposure with Union trades and contractors.

Duluth Adult Education (DAE) – offers educational opportunities for adults to prepare for GED or adult diploma, transition into college, prepare for job training, increase English language skills and increase computer literacy and basic reading, writing and math skills.

Duluth Workforce Development – CareerForce – has over 50 years of experience serving the Duluth community with quality employment and training services. CareerForce is a key part of Minnesota’s career development and talent matching resource offering a variety of programs and services to career seekers and employers.

Local Union 512 covers all of Minnesota, North Dakota and 21 counties in western Wisconsin and represents ironworkers who work on bridges, structural steel, ornamental, architectural and miscellaneous metals, rebar and in shops.



- Communicate/coordinate with SOAR about participant progress, needs and successes; and
- Submit reports and invoices to SOAR in accordance with MnDOT deadlines.

DAE will:

- Participate in Highway Heavy Construction training planning and implementation meetings;
- Proctor pre-post CASAS math and reading assessments;
- Provide 25 hours of contextualized instruction to increase participant's skills in construction-related math and reading;
- Communicate with SOAR staff about participant progress; and
- Submit reports and invoices to SOAR in accordance with MnDOT deadlines.

DWD will:

- Participate in Highway Heavy Construction training planning and implementation meetings;
- Recruit employers to assist in the design and delivery of training;
- Assist with community outreach and engagement to recruit program participants, with a focus on BIPOC community members;
- Assist in building connections to apprenticeship for participants; and
- Co-enroll training participants in WIOA Adult and access additional support services and On-the-Job training.

Local Union 512 will:

- Participate in Highway Heavy Construction training planning and implementation meetings;
- Provide 4-week hands-on Highway Heavy Construction training;
- Engage and invite employers to do mock interviews, meet participants and provide information on working in the field;
- Communicate/coordinate with SOAR about participant progress, needs and successes; and
- Submit reports and invoices to SOAR in accordance with MnDOT deadlines.

Local 49 will:

- Participate in Highway Heavy Construction training planning and implementation meetings;
- Provide 4-week hands-on Highway Heavy Construction training;
- Engage and invite employers to do mock interviews, meet participants and provide information on working in the field;

V) Signatures

SOAR, BSC, DAE, DWD, Local Union 512, and International Union of Operating Engineers and Local 49 agree to collaborate and provide services as detailed above in Section III to participants of the Highway Heavy Training project.

BY:  DATE: 12.10.21
Emily Edison, Executive Director, SOAR Career Solutions

BY:  DATE: 12/13/21
Thomas Scott, Program Manager, Building Strong Communities

BY:  DATE: 12/20/21
Angie Frank, Adult Education Coordinator, Duluth Adult Education

BY: _____ DATE: _____
Elena Foshay, Director, Duluth Workforce Development

BY:  DATE: 12/13/2021
Eric Gulland, Director, Operating Engineers Local 49 Training Center

BY:  DATE: 12/13/2021
Pete Teigland, Director, Ironworkers Local Union 512

Cathryn Olson 12/24/21

STATE OF MINNESOTA
MONITORING EQUIPMENT SITE LEASE

This Lease Agreement is between Duluth ISD 709 (LESSOR) and the State of Minnesota, Department of Administration, (LESSEE) acting for the benefit of the Pollution Control Agency.

WHEREAS, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. **Leased Premises.** LESSOR grants and LESSEE accepts the use of the following Leased Premises as an ambient air monitoring site in the City of Duluth, St Louis County, Minnesota.
 - 1.1. A 12' x 16' area located on the roof of the Laura MacArthur Elementary School
 - 1.2. Site Address: 720 North Central Avenue, Duluth, MN 55807
2. **Term.** This Lease Agreement is for a term of Five (5) Years, commencing on January 1, 2022 and continuing through December 31, 2026.
3. **Rent.** LESSEE shall pay to LESSOR one hundred sixty-five and 00/100 dollars (\$165.00) for each quarter, payable within 30 days of the end of each quarter.
4. **Duties of LESSOR.**
 - 4.1 LESSOR shall provide LESSEE with access to the Leased Premises.
 - 4.2 LESSOR shall provide LESSEE with electrical service to operate the monitoring equipment.
5. **Duties of LESSEE.**
 - 5.1 LESSEE shall pay to LESSOR a monthly fee of twenty-five and 00/100 dollars (\$25.00) for electrical usage to operate the monitoring equipment which is included in the rental amount referred to in Clause 3.
 - 5.2 LESSEE shall pay for the cost of any necessary electrical equipment and its installation.
 - 5.3 LESSEE shall furnish all materials and services required for its use of the Leased Premises.
 - 5.4 LESSEE shall maintain the Leased Premises in reasonably good condition and state of repair during its tenancy.
 - 5.5 LESSEE shall surrender the Leased Premises to LESSOR upon termination in the condition it was in at the start of LESSEE's tenancy, except for reasonable wear and damage by the elements.

5.6 LESSEE shall be responsible for any repairs to the Leased Premises caused by removal of its monitoring equipment at termination of this Agreement.

- 6. **Liability.** LESSEE shall be liable for injury to or loss of property or personal injury or death caused by an act or omission of an employee of LESSEE in the performance of this contract, under circumstances where LESSEE, if a private person, would be liable to the claimant in accordance with Minn. Stat. §3.736. Nothing in this Agreement is intended to be construed as a waiver of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other law, legislative or judicial, limiting governmental liability.
- 7. **Termination.** Either party for any reason may terminate this Agreement at any time upon giving thirty (30) days prior written notice of termination to the other party.
- 8. **Compliance with Other Laws.** This Agreement does not authorize any noncompliance with applicable local, state and federal laws, rules or ordinances.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:

DULUTH INDEPENDENT SCHOOL DISTRICT 709

Lessor certifies that the appropriate person(s) have executed the Lease on behalf of Lessor as required by applicable articles, bylaws, resolutions or ordinances.

DocuSigned by:

 353DDB8A52D84F1...

CFO

December 10, 2021

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. § 16A.15. and 16C.05

DocuSigned by:

 AAC2AB7A9D2A400... Encumbrance Verification

December 8, 2021

Purchase Order No.: **3000029698**
SWIFT ID No.: **204856**

APPROVED:

STATE OF MINNESOTA
MINNESOTA POLLUTION CONTROL AGENCY

DocuSigned by:

 0A9315376959496... Division Director

December 10, 2021

LESSEE:

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER Delegated to:

DocuSigned by:

 BE42C1D9763F431... Assistant Division Director

December 14, 2021

Cc: Department of Administration, Real Estate and Construction Services