# CAREER SOLUTIONS JOINT POWERS BOARD & WORKFORCE DEVELOPMENT BOARD EXECUTIVE COMMITTEE MEETING

## Thursday, March 12, 2020 at 3:00pm

**Career Solutions Guest Wi-Fi: Welcome2CareerSolutions!**

Location: CareerForce St. Cloud
1542 Northway Drive, St. Cloud, MN 56303 – Door #2
No parking permit required for this event. Please park in Lot B.

Additions to the agenda are highlighted in yellow.

**1. Call the Meeting to Order**
- A. Joint Powers Board (JPB) — L. Lenzmeier
- B. Local Workforce Development Board-Executive Committee (LWDB-Exec) — T. Bohnen

**2. Approval of Agenda**
- A. JPB — Action: JPB
- B. LWDB-Exec — Action: LWDB-Exec

**3. Consent Agenda: JPB & LWDB-Exec**
- A. Approval of Minutes from 01/17/2020 (Attachment 3.A.) — Action: JPB/LWDB-Exec
- B. Approval of Minutes from 02/13/2020 (Attachment 3.B.) — Action: LWDB-Exec
- C. 01.2020 Budget to Actual Attachment 3.C.)
- D. Investment Summary (Attachment 3.D.)
- E. Career Solutions Waiver Forms (Attachment 3.E.)
- F. 2019-2020 Youth at Work Subcontract (Attachment 3.F.)
- G. 2019-2020 ISD 742 Subcontract for CareerONE (Attachment 3.G.)
- H. Voigt's Bus Company Contract for CareerONE (Attachment 3.H.)
- I. Rehire/Hire CareerONE Staff for Summer 2020 (Attachment 3.I.)
- J. SCTCC Accelerated Welding Training Couse Contract (Attachment 3.J.)
- K. Disposal or Donate of Former Printer in Computer Lab (Attachment 3.K.)
- L. Regional Workforce Solutions Summit Contract – Presentation by Tawanna Black (Attachment 3.L.)

**4. Business Items/Updates**
- A. Teamsters, Local 320, Union Withdrawn (Attachment 4.A.) — Action: JPB & LWDB-Exec
  - Review Amendments (Handout) – **ACTION**
  - Review Employee Handbook
  - Legal Counsel (Handout) – **ACTION** — Action: JPB & LWDB-Exec
- B. 4/1/2020-3/31/2025 DEED Master Contract (Attachment 4.B. ) – **ACTION** — Action: JPB & LWDB-Exec
- C. Trade Adjustment Assistance (TAA)
- D. Priority of Service Policy (Attachment 4.D.) – *First Reading*
- E. Incentive for Youth Policy (Attachment 4.E.) – *First Reading*
- F. CareerONE Update
  - US Bank Prepaid Debit Card Agreement for CareerONE Stipends (Attachment 4.F.) – **ACTION** — Action: JPB & LWDB-Exec
- G. Electrolux Update
- H. X-Cel Optical Update
- I. 2020 Code of Ethics/Conflict of Interest Policy:
  - For Board Members (Handout) - First Reading

**Note:** If you are unable to attend this meeting, please contact Kari Court at 320.308.5749 or email at Kari.Court@CSJobs.org. Upon request, this material can be made available in alternate formats.

- For Staff (Handout) - First Reading
- Disclosure/Acknowledgement Form (Handout) - First Reading

J. Transportation of Confidential Information Policy (Handout) – *First Reading*

K. Telecommuting Policy (Handout) – *First Reading*

**5. Other**

A. Executive Director Updates
- Team Building Activity
- Carpet & Cubicle Install
- Legislation for 16 year olds in Construction

B. From the Floor/Announcements

**6. Adjourn**

REASONABLE ACCOMMODATIONS: ALL CAREER SOLUTIONS MEETINGS ARE ACCESSIBLE TO THE HANDICAPPED. ATTEMPTS WILL BE MADE TO ACCOMMODATE ANY OTHER INDIVIDUAL NEED FOR SPECIAL SERVICES. PLEASE CONTACT ADA/AA COORDINATOR TAMMY BIERY AT (320) 308-5702 AS EARLY AS POSSIBLE SO NECESSARY ARRANGEMENTS CAN BE MADE. INDIVIDUALS WITH HEARING OR SPEECH DISABILITIES MAY CONTACT US VIA THEIR PREFERRED TELECOMMUNICATIONS RELAY SERVICE.

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# CAREER SOLUTIONS JOINT POWERS BOARD & LOCAL WORKFORCE DEVELOPMENT EXECUTIVE COMMITTEE BOARD MEETING MINUTES

| | |
|---|---|
| Date | January 17, 2020 - 9:00am |
| Attendance: | **Joint Powers Board:** Spencer Buerkle, Steve Heinen, Jeff Mergen, Leigh Lenzmeier and Brent Bultema.<br>**Local Workforce Development Board Executive Board:** J.Magelssen, B. Bultema, M.Burnham and K. Hansen (via phone).<br>**Career Solutions:** Tammy Biery, Kari Court and Kathy Opatz (note taker) |
| Absent: | T. Bohnen, I. Merten |

**Call the Meeting to Order:**

- S. Buerkle called the Joint Powers Board (JPB) meeting to order at 9:00am.
- J. Magelssen, Chair of the Local Workforce Development Board Executive Committee (LWDB), called the LWDB Executive Committee meeting to order at 9:00am.

**Approval of the Agenda:**

<u>JPB Motion:</u> S. Heinen made a motion to approve the agenda. <u>Seconded</u> by: J. Mergen Motion carried.

<u>LWDB Motion:</u> B. Bultema made a motion to approve the agenda. <u>Seconded</u> by: M. Burnham. Motion carried.

**Consent Agenda:**

- Approval of Minutes from 12/12/19 JPB/LWDB Exec Committee Meeting
- Travel Request for PI Training
- 12.2019 Budget to Actual
- Staff Training Development Request

<u>JPB Motion:</u> J. Mergen made a motion to approve the consent agenda. Seconded by: S. Heinen Motion carried.

<u>LWDB Motion:</u> B. Bultema made a motion to approve the consent agenda. <u>Seconded</u> by: M. Burnham. Motion carried.

**Business Items/Updates:**

- **2020 Board Member Transitions**: Board was asked to approve the following transitions for 2020 to the JPB and LWDB Committees:
  - L. Lenzmeier is appointed the Career Solutions JPB Chair
  - S. Heinen is appointed the Career Solutions JPB Vice-Chair
  - T. Bohnen is appointed to the Career Solutions LWDB Chair
  - K. Hansen is appointed to the Career Solutions LWDB Vice-Chair

- J. Magelssen is appointed to the Career Solutions LWDB Past-Chair

Both Boards decided that these changes would be approved at this meeting and the transition will begin in February 2020.

- Additional transitions/replacements are as follows and are approved in the same motions made by both the JPB and LWDB Boards.
    - SCTCC Board Member Transition from Robert Muster to Lisa Stich
    - Pat Thompson Resignation from Board
    - June Widman Resignation from Board
    - Chad Staul LWDB Application (Replacing Pat Thompson)

- T. Biery stated there are replacements in the works for both J. Widman's position and the CentraCare open position.

JPB Motion: S. Heinen made a motion to approve the Board Member Transitions/Replacements effective today and the actual transitions effective at the February 2020 meeting. Seconded by: J. Mergen. Motion carried.

LWDB Motion: B. Bultema made a motion to approve the Board Member Transitions/Replacements effective today and the actual transitions effective at the February 2020 meeting. Seconded by: M. Burhnam. Motion carried.

- **MAWB Platform 2020 and One Page Flyer Handouts –** T. Biery explained this used to be MWCA, renamed to MAWB. This is a document that can be shared at the Capitol for legislative platform purposes. T. Biery shared with the group to show priorities of the Board. T. Biery stated we are looking to see how we can get more funding to local areas. There has been a lot of conversation around the Rapid Response process. It is currently bubbling up due to more layoffs and becoming more of an issue. We are looking to make changes to this process and we plan to talk about it at the Region 3 Leadership Planning Board. The Board reports to Jackie Buck and Jackie will be at that meeting.

- **Pay Equity Management Report for 2019**: The pay equity report must be done every 3 years and is currently out for approval. The County has to do as well as the local library. The report assures equitable pay between genders. T. Biery and K. Yeager (CMJTS) developed this report from a guide that was out on the website.

JPB Motion: J. Mergen made a motion to approve the Pay Equity Management Report for 2019. Seconded by: L. Lenzmeier. Motion carried.

LWDB Motion: B. Bultema made a motion to approve the Pay Equity Management Report for 2019. Seconded by: M. Burnham. Motion carried.

- **Chamber Trip to Washington, DC:** Boards were asked to approve travel expenses for the Executive Director to travel to Washington, DC to attend the Chamber event

JPB Motion: S. Heinen made a motion to approve the Chamber Trip to Washington DC for the Executive Director of Career Solutions. Seconded by: B. J. Mergen. Motion carried.

LWDB Motion: B. Bultema made a motion to approve the Chamber Trip to Washington DC for the Executive Director of Career Solutions. Seconded by: M. Burnham. Motion carried.

- **Limits for Support Services Policy**: T. Biery asked for approval of the revisions to the Support Services policy and authorization of current waiver overages. T. Biery stated due to the revisions we should see less waivers in the future.

JPB Motion: J. Mergen made a motion to approve the Limits for Support Services Policy. Seconded by: L. Lenzmeier. Motion carried.

LWDB Motion: B. Bultema made a motion to approve the Limits for Support Services Policy. Seconded by: M. Burnham. Motion carried.

- **Career Solutions Waiver Forms:** T. Biery asked for approval of waivers in accordance with monitoring policies. Additional waivers will be included on the consent agenda in the future.

JPB Motion: J. Mergen made a motion to approve the Limits for Support Services Waiver Forms. Seconded by: L. Lenzmeier. Motion carried.

LWDB Motion: B. Bultema made a motion to approve the Limits for Support Services Waiver Forms. Seconded by: M. Burnham. Motion carried.

- **Office Furniture Disposal/Donate:** T. Biery stated that Career Solutions will be getting new carpeting under their lease with SCTCC in March. Career Solutions also received some replacement office furniture from GNP and therefore will have some office older furniture to be donated or disposed. A question was raised as to whether there would be any cost associated with disposal of the furniture. T. Biery stated that a dumpster would probably be needed. L. Lenzmeier suggested to donate the old office furniture to the annual spring auction at Stearns County. T. Biery also stated that Pilgrims will be recognized as a sponsor for the CareerONE program for their donation.

JPB Motion: S. Heinen made a motion to approve the Office Furniture Disposal/Donation request. Seconded by: L. Lenzmeier. Motion carried.

LWDB Motion: B. Bultema made a motion to approve the Office Furniture Disposal/Donation request. Seconded by: M. Burnham. Motion carried.

- **Years of Service Recognition:** T. Biery asked for approval for Career Solutions to spend up to $150 for a gift for 30 years of service recognition for a current employee who will be retiring.

JPB Motion: J. Mergen made a motion to approve the Years of Service Recognition request. Seconded by: L. Lenzmeier. Motion carried.

LWDB Motion: B. Bultema made a motion to approve the Years of Service Recognition request. Seconded by: M. Burnham. Motion carried.

- **Rivers Edge Convention Center Contract for CareerONE 2020 Banquet:** T. Biery asked for approval of the contract for the CareerONE banquet to be held on July 23, 2020 at Rivers Edge Convention Center. It was noted that the majority of the banquet costs are covered by CentraCare funds received to support the CareerONE program. T. Biery stated that the increase in cost is due to the need to rent the entire Glenn Carlson Hall due to more students expected to be enrolled in the program.

JPB Motion: S. Heinen made a motion to approve the Rivers Edge Convention Center Contract for the CareerONE 2020 Banquet. Seconded by: L. Lenzmeier. Motion carried.

LWDB Motion: B. Bultema made a motion to approve the Rivers Edge Convention Center Contract for the CareerONE 2020 Banquet. Seconded by: M. Burnham. Motion carried.

**Executive Director Updates:**

- Photos from Career Planner Graduation from SCSU – I. Mohamed, Career Planner, at Career Solutions received his MA from SCSU in Public Administration. The Board also approved tuition reimbursement for I. Mohamed last year. T. Biery read a letter from I. Mohamed thanking the Boards for their support in his education. I. Mohamed will be doing a mentorship program with T. Biery as he wants to be able to apply the skills that he learned throughout the graduate program. I. Mohamed has also offered to co-lead the Immigrant Employment Connection group with T. Biery.
- Governor Walz and Deputy Commissioner Visit to St Cloud: A. Mohidin and S. Hussein, two Career Planners at Career Solution recently met with Governor Walz and Deputy Commissioner Hamsa Warfa at the Islamic Center to address some of their concerns and ask for support that we will need this year. Hamsa stated that he understands what will be needed in regards to assistance for the Islamic community in the area.
- Career Seeker Resources & Eligibility Bases Services: T. Biery shared a handout of what Career Force and Career Solutions has to offer to the community as well as Eligibility Based Services that are available.
- Other: T. Biery reminded the group of the Region 3 Leadership and Planning Board Meeting that will be held next Friday beginning at 9:00am.

**From the Floor/Announcements:**

- None

**Adjournment:**

- S. Buerkle adjourned the Joint Powers Board meeting at 9:36am
- J. Magelssen adjourned the Local Workforce Development Board Executive Committee meeting at 9:37 am
- Thanks again for attending!

# Career Solutions Annual Workforce Development Highlights Meeting
# Joint Powers Board & Local Workforce Development Board Minutes

| | |
|---|---|
| Date | February 13, 2020 at 3:00pm |
| Attendance: | **Joint Powers Board:** Leigh Lenzmeier, Steve Heinen, Jeff Mergen & Spencer Buerkle.<br>**Local Workforce Development Board:** Kelly Hansen, Jill Magelssen, Brent Bultema, Gail Cruikshank, Don Hickman, Ken Huling, Meghan Woods Lehrer, Lori Schultz, Michelle Sininger, Chad Staul, Lisa Stich & Skip Wittrock. |
| Absent: | Teresa Bohnen, Joan Berning, Maria Burnham, Robert Cornelius, Santo Cruz, Les Engel, Janet Goligowski, Jeff Haviland, Adam Holm, Kathy Kirchner, Sara Lommel, Heidi Peper, Gail Ruhland, Brandon Schauer, Tohow Siyad & Mary Swingle. |

**Call the Meeting to Order:**
- L. Lenzmeier called the Joint Powers Board (JPB) meeting to order at 3:05pm.
- K. Hansen called the Local Workforce Development Board (LWDB) meeting to order at 3:05pm.

T. Biery thanked everyone for coming to the Career Solutions Annual Workforce Development Highlight event and appreciate you joining us on this cold February day. She asked staff and board members to introduce themselves.

**Thank Past LWDB Board Members** – Once introductions were completed; T. Biery recognized past board members and provided them with a certificate of appreciation.
- June Widman, Starrett True-Stone
- Patricia Thompson, TruSignal, Inc.
- Santo Cruz, CentraCare Health
- Robert Muster, St. Cloud Technical & Community College

**Staff Appreciation: Denise Hooper.** T. Biery stated this is her fourth 30th year staff anniversary. Career Solutions would like to honor Denise Hooper, Career Planner on the Youth Team. Denise has said that it does not seem like she has been with the same company for 30 years as her job keeps changing and evolving. Denise said that she has had four different titles and worked under three different company names under the same agency. When we asked staff what they appreciate about Denise, it is her sense of humor, wealth of knowledge, a genuine person, and more than one staff member said Denise will tell you like it is too. T. Biery said confidently that the Learn & Earn Project at Coleman would have not started without Denise's can-do attitude. We thank you Denise for your contributions to this agency and her many years of service!

**Exploring Potential Interest and Careers (EPIC) Presentation** – by Della Ludwig, Workforce Strategy Consultant for Region 3

- T. Biery introduced Della Ludwig. Della said she covers Central Minnesota and the 13 surrounding counties. She works very closely with Career Solutions and Central Minnesota Jobs & Training Services.
- In reviewing the state's Career Technical Education (CTE), there has been a reduction in the number of classes, students, teacher and funding in this field but the business demand for skilled employees has increased. This is the reason EPIC was formed. EPIC focuses on all career paths to expose students to different industry sectors.
- EPIC is a workforce development initiative that connects high school students with business communities in all types of industry sectors. This can educate and prepare students for college or career readiness after high school. EPIC is a hands-on, interactive experience that provides activities that mimic on the job experience. Students gain career exposure of the region and learn about jobs and careers available to them. This is not a typical job fair as businesses are not there to recruit or advertise their job openings.
- EPIC is scheduled for Friday, February 29, 2020 at the St. Cloud Technical & Community College from 8:00-2:00pm. 3,500 10th grade students are invited for the surrounding schools.
- Della explained the Minnesota Career Fields, Clusters and Pathways diagram (below). T. Biery thanked Della for her presentation and all are welcome to attend/tour the EPIC.

**Agency Accomplishments & Program Highlights** – T. Biery explained our 2018-2019 program highlights and agency accomplishments:

- Youth Programs:
  - Minnesota Youth Program – served 152 youth
  - Youth @ Work (YAW) – Served 62 Youth
  - YouthBuild – Served 30 Youth
    - 12 participants received Level 1 Certificates and 1 participant received Level 2
  - Work Experiences – served 5 Businesses
    - Coleman Company
    - YMCA
    - Hillside Adult Education
    - Quarryview Adult Education
    - East Side – Boys & Girls Club
  - CareerONE Program:
    - Served 121 youth in St. Cloud
      - 20 youth earned OSHA 10 Certificate – Construction & Manufacturing track
      - 18 youth earned 3 college credits in First Aid/CPR & CNA courses (2 of 5 credits)
      - 26 blankets were tied for Coborn's cancer Center and Anna Marie's Alliance
    - 20 youth served in Sauk Centre
    - 9 youth served in Paynesville
- Adults Program:
  - Dislocated Worker Program
    - Served 863 Adults
      - State Dislocated Worker – 316 Adults
      - WIOA Dislocated Worker (Including Adult Career Pathways) – 112 Adults
      - Merrill Project – 2 Adults
      - Capital One – 23 Adults
      - Electrolux – 396 Adults
  - WIOA Adult Program
    - Served 65 Adults
  - On the Job Training and Transitional Job Opportunities
    - 32 Participants
- Supporting Businesses Accomplishments:
  - Human Resource Networking Group
  - On the Job Training Opportunities
  - Incumbent Worker Training
  - Immigrant Employment Connection Group

- Agency Accomplishments:
    - Agency has grown to 24 staff to accommodate Dislocated Worker projects
    - Started fundraising efforts for CareerONE
    - Youth Career Exploration Opportunities – EPIC
    - Signed a 5 year lease with SCTCC
    - Worked through the rebranding of CareerForce
    - Recruited a CDL Training provider to the St. Cloud Area
- 2020 Highlights
    - Updating Regional and Local Plans
    - Continuing to serve large Dislocated Worker Projects
        - Rapid Response Process
        - Review internal processes to accommodate growth
    - Growing CareerONE –
        - serving more students and adding more tracks through fundraising
    - Updates to the CareerForce Lab – Human Centered Design
    - Providing the Predictive Index training to staff

**Panel – Client Success Stories**

- Clients:
    - Brian S. (WIOA Dislocated Workers Program)
    - Hilda E. (WIOA Adult Program)
    - Paul A. (P2P Program)
- Moderator: Greg Holub, Career Planner for Career Solutions

Panel Questions:

1. **Please introduce yourself and share a little bit about yourself.**
    - Brian S. said after college, he started a temp job with no resume or interview but then worked his way up through the organization. Was with the company for 25 years and enjoyed the work but then they let me go. Found out about his organization and was extremely thankful for this opportunity.
    - Hilda E. is a current student at Alex Tech in the Registered Nursing Program. Now in her 8th semester with a 4.0 GPA and will graduate in May with her RN. Heard about our program when she was in her 1st semester of her LPN Program where she used to work in the retail sector.
    - Paul A. is originally from Duluth and moved to the St. Cloud area with is son. It's been a great experience to be involved in these programs and look forward to entering the workforce again.
2. **What were some of the issues you were experiencing that brought you in to Career Solutions for help?**
    - Brian S. said the main thing that brought him in was his ignorance. He said that he never had a job interview or created a resume and did not know where to start. He was unemployed, shocked and did not know where to start.
    - Hilda E. had a retail job that was in was not up to speed with technology. Did not know about this program until she was already attending college. Her Career Planner assisted her with her resume and be ready to enter the workforce.

- Paul A. said Denise was at Place of Hope where he was facing homelessness and losing his job at Electrolux. Denise offered a manufacturing program and his confidence level increased.

3. **Please share what program services were received from Career Solutions to help you along your journey?**
    - Brian S. said his Career Planner helped with his resume, interviewing skills, attended Creative Job Search, and provided 1:1 counseling. Brian explained that a position become available that his skills fit very well so he applied for the position. Had a 1st, 2nd and a 3rd interview and all of them went well. He received a phone call stating he did not get the job. He was devastated once again. He met with his Career Planner the next day. His Career Planner calmed him down and reassured him that he will find the right job that he will enjoy again. Within a couple of weeks, he had a different job offer and is glad at where he is at. All of these services are invaluable and thanked his Career Planner for all of his assistance!
    - Hilda E.'s Career Planner checked on her periodically and provided her with funding to pay for her her tuition, gas, etc. Her Career Planner has also been a sounding board to bounce ideas to and talk about her career. She said it was a confidence booster!
    - Paul A. said getting connected with help. Tutors, support in general from staff, increased his computer and math skills. Built up his confidents and never done college courses but he jumped into that. He is attending college for his Production Technologist degree and found out that he really enjoys welding.
4. **How has the help you've received impacted your life?**
    - Brian S. stated he has a job. He felt like he dropped off a cliff and did not see if coming with being unemployed. This company is here to help! Brian is excited to share his story with others.
    - Hilda E. will receive her Bachelors of RN but she is not sure if she is going to stop there. She always wanted to help people and this opportunity has given her a whole other platform to stand on. She said her Career Planner is not only her counselor but her friend and she will never forget what she has done for her.
    - Paul A. said his biggest impact is him doing it and being a role model for his son. Showing him the importance of school and to not give up. Paul is weeks away from his Production Technologist certificate and he plans to become a welder. Thank you to everyone for your help and giving me that added support. He stated that his confidence level is through the roof! Paul stated everyone is proud of him and looks are looking bright for his future.

**Panel – Business Success Stories**

- Businesses Representation:
    - Michelle Sininger, Simonson Lumber
    - Justin Hubbard, Cargill
    - Lisa Parker, Pinnacle Climate Technologies
- Moderator: Greg Holub, Career Planner for Career Solutions

Panel Questions:

1. **How did you learn about Career Solutions?**
    - Cargill – Justin said their facilities are based in Monticello and Big Lake. Justin attends the Monticello CareerForce location and found out that there is other CareerForce locations, such as St. Cloud. Justin connected with Angie and Ahmed as Cargill has a huge number of openings that they needed to fill.
    - Simonson Lumber – Michelle stated she has been working with the CareerForce in Brainerd for over 20 years and moved closer to St. Cloud where she now attends the HR Networking Group meetings at the St. Cloud location.
    - Pinnacle Climate Technologies – Lisa heard about Career Solutions through many different ways. Lisa was originally was in a nice corporate job but there was a lot of travel involved so she walked away from that job to find something in St. Cloud. Found a job but then they let her go. She became a Dislocated Worker and now she works at Pinnacle where she enjoys HR and is a part of Angie's HR Networking Group.
2. **Please describe how you've partnered with Career Solutions. Did this involvement have an impact on your business? If so, how?**
    - Cargill – in the Big Lake facility, there was a large expansion needed from 60 to 110 employees. Justin connected with Career Solutions as they were aware of a population that they have not tapped into yet, the Somali community. Justin worked with Ahmed and Angie to assist to fill their open positions. At this moment, they have hired 60 new employees. Beyond that, the partnership that he has had with Ahmed has been invaluable. Ahmed has been a resource and provided culture awareness in their facility as they want their staff to be included. It was a culture shock to their supervisors and employees and Ahmed has helped with this situation.
    - Simonson Lumber – Michelle has been member of the HR Networking Group for two years and it is a great group. Nice to get together with your colleagues and share high level strategies. Simonson Lumber is in the middle of a training grant to further train their employees.
    - Pinnacle Climate Technologies – Lisa said the HR networking is huge which helps our company. In addition, Pinnacle is trying to get better skill sets for their employees by offering additional training.
3. **What are some of the most important challenges your business faces when hiring and/or developing new talent?**
    - Cargill – finding reliable talent with our entry level position. Career Solutions was able to find candidates and speak to them about their concerns so they continue to work.
    - Simonson Lumber – she had a unique challenge as they purchased Matthew Hall Lumber and some of these employees needed to be upskilled. Angie assisted with the grant so we could have the ability to train these employees.
    - Pinnacle Climate Technologies – agree with both Justin and Michelle. She tapped into supervisors that need to be trained and then teach those employees they

supervise. The candidate pool can be difficult and may of the job offers are being counteroffered to hire them.

4. **What would you share with other businesses about Career Solutions, their programs and services?**
    - Cargill – Justin recommended you show them what you are doing. Show a video and let them tour your facility. This made a huge different with our candidate pool. Also asking if something possible and take advantage of those resources.
    - Simonson Lumber – there is more to Career Solutions once you open the cover. Ask for help as Career Solutions has so much to offer!
    - Pinnacle Climate Technologies – Lisa would promote from all different angles. The HR Networking Group, their knowledgeable staff and partnerships. Continue to do what you are doing because it is fantastic work!

Greg had mentioned the On-the-Job Training Program which is designed to recoup some of the training costs in order to upskill your employees. Encourage you to share the wealth and knowledge of all of our programs. Greg thanked the panelist!

T. Biery thanked everyone for coming today. Hearing the panelist of all the good work we do for our community is invaluable!

*(Note: Business Items – Copies of the Career Solutions & Friends of Career Solutions Annual Reports and Fiscal Year Final Audit Reports July 1, 2018 to June 30, 2019 are available near the sign-in sheets.)*

**Adjournment:**

- L. Lenzmeier adjourned the Joint Powers Board meeting at 4:16pm.
- K. Hansen adjourned the Local Workforce Development Board meeting at 4:16pm.
- Thanks again for attending!

**CAREER SOLUTIONS**

**Statement of Activities**

**Effective 1.31.2020 58% of Fiscal Year Complete**

| | Budget | Budget Revisions | Updated Budget | Actual Expenditures | % of Budget | Comments: |
|---|---|---|---|---|---|---|
| **REVENUE** | | | | | | |
| Revenue | 4,031,965 | 208,207 | 4,240,172 | 1,898,871 | 47% | |
| Other Revenue (Unrestricted) | 49,027 | | 49,027 | | 0% | |
| **TOTAL REVENUE** | **$ 4,080,992** | **$ 208,207** | **$ 4,289,199** | **1,898,871** | 47% | |
| **EXPENSES** | - | | - | | | |
| Salaries & Fringe | 1,617,541 | | 1,617,541 | 902,606 | 56% | |
| **Subtotal Salary & Fringe** | **1,617,541** | **-** | **1,617,541** | **902,606** | 56% | |
| Client Paid Work Experience | 92,990 | | 92,990 | 34,139 | 37% | |
| Client Training | 898,764 | 74,000 | 972,764 | 497,033 | 51% | |
| Client Support | 267,938 | 17,805 | 285,743 | 40,807 | 14% | |
| **Subtotal Direct Client Services** | **1,259,692** | **91,805** | **1,351,497** | **571,980** | 45% | |
| Advertising & Recruiting | 8,000 | | 8,000 | 3,501 | 44% | |
| Audit | 13,650 | | 13,650 | 13,125 | 96% | Timing |
| Consultants/Contracts | 615,600 | | 615,600 | 237,660 | 39% | |
| Consumables | 51,000 | | 51,000 | 22,605 | 44% | |
| Copiers/Printers | 11,500 | | 11,500 | 7,207 | 63% | |
| Dues & Subscriptions | 11,500 | | 11,500 | 9,366 | 81% | Timing |
| Equipment/Capital Improvements | 70,000 | | 70,000 | 17,841 | 25% | |
| Equipment Service & Repair | 100 | | 100 | - | 0% | |
| Facilities/Rent | 94,239 | | 94,239 | 39,125 | 42% | |
| Insurance | 10,000 | | 10,000 | 12,364 | 124% | |
| Intern Stipends/VISTA | 2,500 | | 2,500 | | 0% | |
| Interpreters | 4,000 | | 4,000 | | 0% | |
| Legal | 5,000 | | 5,000 | 4,301 | 86% | Timing |
| Meetings/Meals (Corp Expense) | 100 | | 100 | | 0% | |
| Miscellaneous | 100 | | 100 | | 0% | |
| Postage | 2,500 | | 2,500 | 980 | 39% | |
| Printing/Brochures | 2,200 | | 2,200 | 1,682 | 76% | |
| Service Charges | 500 | | 500 | 156 | 31% | |
| Software & Support | 9,000 | | 9,000 | 4,003 | 44% | |
| Staff Training | 20,000 | | 20,000 | 11,060 | 55% | GCDF Trainings, WAAC Presentation |
| Staff Training - Client (DEED Required) | 53,000 | | 53,000 | 8,022 | 15% | |
| Staff Travel & Mileage | 12,500 | | 12,500 | 11,687 | 93% | Timing |
| Telephone | 8,500 | | 8,500 | 2,461 | 29% | |
| Temporary Staffing | 20,900 | | 20,900 | 17,139 | 82% | Temp for Medical LOA |
| **Subtotal Other Expenses** | **1,026,389** | **-** | **1,026,389.00** | **424,285** | 41% | |
| **TOTAL EXPENSES** | **$ 3,903,622** | **$ 91,805** | **$ 3,995,427** | **$ 1,898,871** | 48% | |
| **EXCESS (DEFICIT)** | **$ 177,370** | | **$ 293,772** | **$ -** | | |

# Agenda Cover Sheet:
# Investment Summary

**Agenda Items:**
Per the Career Solutions Finance Manual, on page 46-47, it states the *“Board of Directors will be provided a semi-annual report which will include data on investment instruments being held, as well as any narrative necessary for clarification.”*

**Fiscal Summary:**
Falcon National Bank Statements are provided via their online portal.

Balances as of Mach 3, 2020:

- Operating Account (Primary Checking) Balance: $281,838.85
- Benefits Reserves Account Balance: $118,848.21
- Certificate of Deposit (CD) Balance: $72,727.05
    - The Certificate of Deposit will mature on 3/22/2020. Career Solutions is asking the board permission to renew the CD with Falcon National Bank.

**Action Requested:**
Career Solutions is requesting the board to approve the renewal the Certificate of Deposit effective 03/22/2020 with Falcon National Bank.

**Career Solutions CLIENT WAIVER LIST** **Period:** **7/1/2019** **to** **6/30/2020**

| CLIENT WF1 ID# | PROGRAM NAME | DATE | DESCRIPTION | CODE * | $ OVER LIMIT | BOARD APPROVAL DATE |
|---|---|---|---|---|---|---|
| 101228764 | X-Cel | 1/7/2020 | Car Insurance | 05 | $ 251.13 | |
| 202054725 | State DWP | 1/10/2020 | Car Repair | 05 | $ 154.33 | |
| 202056220 | Electrolux | 2/7/2020 | Combined Support Services | 11 | $ 581.19 | |
| 101822102 | Electrolux | 2/13/2020 | Car Repair | 05 | $ 310.00 | |
| 101906780 | P2P | 2/18/2020 | Car Repair | 05 | $ 235.35 | |
| 101785121 | Electrolux | 2/18/2020 | Rent | 07 | $ 1,379.00 | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | | **$ 2,911.00** | |

| CAREER SOLUTIONS CLIENT WAIVER LIST | Period: | 7/1/2017 to | 6/30/2020 |
|---|---|---|---|
| **CODE** | **DESCRIPTION** | **COUNT** | **AMOUNT** |
| **00** | **Other Credential Training** | **0** | **$ -** |
| **01** | **Classroom Training** | **0** | **$ -** |
| **03** | **Non-Cred Training** | **0** | **$ -** |
| **04** | **Other Training** | **0** | **$ -** |
| **05** | **Transportation** | **4** | **$ 951** |
| **06** | **Tools/ Work Clothing** | **0** | **$ -** |
| **07** | **Housing/ Rent** | **1** | **$ 1,379** |
| **08** | **Counseling** | **0** | **$ -** |
| **09** | **Health Care** | **0** | **$ -** |
| **10** | **Child/ Dependent Care** | **0** | **$ -** |
| **11** | **Non-Targeted Training** | **1** | **$ 581** |
| | | **6** | **$ 2,911** |

# AGENDA
# COVER SHEET

**Date: March 12, 2020**

**Agenda Item:** Contract with District 742 to provide PY20/SFY21 Youth at Work Legislative Competitive Grant "Partnership Pathways for Youth" Program services from 1 July 2020 through 30 June 2021 pending Career Solutions receipt of DEED contract.

**Background Information:** Career Solutions is starting year two of a State competitive grant to provide career planner services (Career Solutions) and case management services to the St. Cloud School District. Career Solutions will contract with District 742 for personnel to provide the case management services in St. Cloud ISD 742 to 20 youth per year. Enrollees will explore careers, receive career counseling, plan around career pathways to include high wage and STEM careers, explore learning options to include Post-Secondary Enrollment Options; will complete and update personal learning plans, identify areas of competency and growth; will participate in experiential learning; have the opportunity earn academic credit as well as stipends.

**Fiscal Impact:**
A grant of $60,000 by the state to provide Program Services from 1 July 2020 through 30 June 2021. Career Solutions will pay District 742 $8,000 for Case Manager Services.

**Attorney review or boilerplate contract format used:** Yes

**Recommended Action:** Request the board approve a contract with School District 742 from 1 July 2020 through 30 June 2021 to provide PY20/SFY21 Youth at Work Legislative Competitive Grant "Partnership Pathways for Youth" Program Case Manager Program Services as outlined in the Proposal, Modified Work Plan for a total contract amount of $8,000 ($4,000 each at Apollo and Tech High School) for Case Manager Services as outlined in the work plan.

# Agreement for the Provision of PY20/SFY21 Youth at Work Legislative Competitive Grant "Partnership Pathways for Youth" Services Between Stearns-Benton Employment & Training Council DBA Career Solutions and the Independent School District No. 742

**This Agreement** is by and between the Stearns-Benton Employment & Training Council ("Career Solutions"), and St. Cloud Independent School District 742 ("School District"), for the provision of PY20/SFY21 Youth at Work Legislative Competitive Grant "Partnership Pathways for Youth" services to eligible students of St. Cloud Independent School District 742 per the attached proposal (Attachment 1) and modified work plan.

**Effective Dates:** This Agreement shall be effective 1 July 2020 and terminate upon the expiration date of 30 June 2021. Unless otherwise noted herein, all contractual responsibilities, of either party, created by this Agreement are terminated upon the above mentioned expiration date.

If any portion of this Agreement is found to be unenforceable, unconscionable, invalid or illegal, or is in any other way vacated, all other portions of this Agreement shall remain in full force and effect.

**The School District agrees to the following terms in this Agreement:**

1. **Choice of Law and Venue:** This Agreement shall be governed by the laws of the State of Minnesota. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Stearns, State of Minnesota.

2. **Independent Contractor.** The School District and Career Solutions agree that no employer-employee relationship shall arise from this Agreement, and that all School District employees and agents involved in providing services under this Agreement shall at all times be independent contractors of Career Solutions with the right to control the method of providing the services identified within this Agreement.

3. **Personnel:** The School District will provide and supervise all personnel necessary for it to carry out this Agreement, which may or may not include instructional, clerical, legal, accounting, custodial and managerial personnel. The School District will assume all labor and other contractual obligation incidental thereto.

   The School District shall also indemnify Career Solutions against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required under reemployment insurance, social security, and income tax laws, with respect to School District employees or agents engaged in the performance of this Agreement. This obligation to indemnify survives the termination of this Agreement. In the event the Internal Revenue Service would deem School

District to be an employee for tax purposes, the School District agrees to reimburse Career Solutions for all tax refunds of self-employment taxes Career Solutions may be entitled to as a result of Contractor being classified as an employee of Career Solutions.

The School District, its officers, directors, employees and agents shall abide by all federal, state and local laws with respect to its employees, and will not discriminate against any employee, applicant for employment, student or member of the public because of race, creed, color, religion, sex, age, disability or national origin.

If any personnel or employees of the School District necessary to its provision of the services under this Agreement are required by the United States government, the State of Minnesota, any political subdivision thereof or Career Solutions, to hold any license related to the services they provide under this Agreement, or to pass criminal background check, the School District shall verify that the personnel or employee holds the required license and has passed the criminal background check prior to the first date on which that employee provides any services under this Agreement.

4. **Data Privacy:** The School District hereby recognizes that during the course of performance of its duties under this Agreement, it may receive, acquire, have access to, or be exposed to "Government Data" as that term is used in the Governmental Data Practices Act, Minnesota Statutes Chapter 13 ("GDPA"). The School District hereby agrees that it must meet the requirements of the GDPA under Minnesota Statute 13.05, subdivision 6. The School District agrees that it will collect, distribute, publish, maintain and store any Government Data only in accordance with the provisions of the GDPA. The School District's obligation under this paragraph survives the termination of this Agreement.

5. **School District Compliance Requirement.** The School District will provide such certifications, disclosures, and assurances to Career Solutions as are required by law.

6. **Insurance.** The School District further agrees to maintain general liability insurance, workers' compensation insurance as required by state law, and comprehensive insurance coverage on any motor vehicle used in the rendering of services under this Agreement deemed to be adequate, in form and amounts of coverage in the opinion of legal counsel for Career Solutions, and to provide Career Solutions adequate evidence of such coverage.

7. **Liability; Hold Harmless.** Career Solutions and The School District mutually agree that each party will be responsible for its own acts and the results thereof taken under this Agreement to the extent authorized by law, shall hold harmless the other party for such acts and the results thereof, and shall not be responsible for the acts of any other or the results thereof. The School District specifically agrees to defend, hold harmless, and indemnify Career Solutions for actions of The School District's employees and agents taken under this Agreement.

8. **Equipment & Materials.** The School District shall provide all equipment and materials necessary for the performance of the above-described services at its own expense, except reasonable and necessary expenses incurred by the School District in the furtherance of the services to be provided hereunder, as approved by Career Solutions. All property, tools, equipment, and supplies purchased with funding under this grant will be the property of Career Solutions unless specifically assigned to the School District with the approval of Career Solutions.

**Program Service Recitals:**

**Whereas,** the PY20/SFY21 Youth at Work Legislative Competitive Grant "Partnership Pathways for Youth" Program is a state-funded program providing:

- Services to a minimum of 20 youth ages 14 – 20 100% of whom are economically disadvantaged or at-risk, 50% of whom are from communities of color and 25% of whom have disabilities;
- Intensive services in career exploration, counseling and planning around career pathways that include STEM careers, high wage/high skill opportunities, and non-traditional employment to include academic credit and integrated learning;
- The opportunity to build, demonstrate and document work readiness skills;
- Experiential learning opportunities that relate to their personalized learning plan as required by the World's Best Workforce legislation and graduation requirements.

**Whereas,** the PY20/SFY21 Youth at Work Legislative Competitive Grant "Partnership Pathways for Youth" Program serves economically disadvantaged youth defined as an individual who received an income, OR is a member of a family that received a total family income that in relation to family size, does not exceed the higher of the official poverty level for an equivalent period; OR 70% of the lower living standard income level or is eligible to receive free school lunch

AND

Have at least one at-risk characteristic defined as:

- Pregnant or parenting youth;
- Youth with Limited English Proficiency;
- Potential or actual dropouts;
- Juvenile offenders/diversion program youth;
- Youth receiving public assistant and/or group home services;
- Homeless or runaway youth;
- Chemically dependent or children of drug or alcohol abusers/dependents;
- Youth with basic skills deficiency;
- Youth with educational attainment one or more levels below grade level appropriate to age; and,
- Foster children.

**Now, therefore, The School District accepts the following responsibilities in the delivery of the Youth at Work Program Services:**

The School District hereby agrees to provide services for the PY20/SFY21 Youth at Work Legislative Competitive Grant "Partnership Pathways for Youth" Program Case Manager services pursuant to the planned activities and services described in the proposal submitted to the Minnesota Department of Employment and Economic Development (DEED) and the modified work plan submitted which are incorporated herein by reference as if fully rewritten herein. The School District's services shall also conform to the following guidelines:

1. **Reporting on Program Outcomes**
   Jointly, with Career Solutions Staff, submitting to Career Solutions a report quarterly by the 8th day of the following month, separating student count by St. Cloud to include:
   - Number of orientation attendees;
   - Number of applications jointly reviewed and forwarded for enrollment;
   - Number of referrals made and to where;
   - Number of enrollments;
   - Number of students receiving career assessment;
   - Number of students developing initial plans;
   - Number of student participating in career assessments;
   - Number of students participating in Career Exploration
   - Number of students participating in Career Planning
   - Number of students participating in service learning activities;
   - Number of students participating in paid and/or unpaid work experience
   - Number of students receiving academic credit for paid and/or unpaid work experience;
   - Number of students participating in paid internships;
   - Number of students participating in paid internships for which the student is receiving academic credit;
   - Number of students developing career portfolio;
   - Number of students receiving support services;
   - Number of students receiving stipends.
   - Any other data as requested by the State of Minnesota Department of Employment and Economic Development or Career Solutions.

2. **Program Reporting**
   - Client Tracking
     - Each participant must have a completed Intake, Assessment and Transition to Employment Plan (ITEP) completed if required by Career Solutions.
     - Participant characteristic (at-risk indicator, age, race/ethnicity).
     - Monthly Activity Report
     - Support Service and Stipend tracking.

3. **Program Evaluation**
   - Participant evaluation.
   - Monthly meeting with Career Solutions and community partners to review program and participant outcomes.

4. **Contract Budget (Attachments 2 and section 7. Of this Agreement)**
   - Provide accounting process to track and report program expenses consisting of staff expenses for Case Manager, delineating costs of services to students of St. Cloud from services to students.
   - Bill Career Solutions monthly for all expenditures per Contract Budget. Submit to Career Solutions a monthly descriptive billing reflecting actual expenditures and estimated in-kind support by school district and partner agencies. Monthly expenditures should align with the modified work plan and budget.

5. **Career Solutions Responsibilities:** Career Solutions will provide the following oversight of and administration of PY20/SFY21 Youth at Work Legislative Competitive Grant "Partnership Pathways for Youth" Program services under this Agreement as follows:

   - **Program Administration and Oversight**
     - Fiscal management and oversight.
     - Review budget summary and revisions.
     - Reporting to Minnesota Department of Employment and Economic Development.

   - **Program Eligibility**
     - Determine eligibility and approve participant enrollment and program activities to include service learning, experiential learning, work experience, paid internships, support services and stipends based federal and state law and on the grant criteria.

   - **Program Monitoring**
     - Review Program progress.
     - Review Program and participant outcomes.

   - **Program Technical Assistance and Guidance**
     - Career Solutions Career Planner will participate with the District Case Manager as a Pathways Team to ensure coordination and communication; Career Solutions management and leadership staff will participate in the project leadership team with the Career Planner and Case Manager to review performance, make adjustments as needed and allowable, ensure reporting and communication, provide ideas and suggestions to increase program performance and outcomes.

   - **Compliance with State and Federal Laws**
     - Adhere to all Federal and State laws, rules and regulations governing child labor laws and right-to-know laws.

6. **Joint Responsibilities:** The Parties are jointly responsible implementing the program work plan.

7. **Payment for Services:**
   As consideration for the services to be performed by The School District described in this Agreement, Career Solutions hereby agrees to pay The School District a total of $8,000 ($4,000 per school) for Case Manager to include wages and fringe benefits. The Case Manager will provide services to verify eligibility, coordination, assist with academic credit and other responsibilities as described in Attachment 1.

   Invoices are to be submitted by the 15th of the month for the previous month expenses. All expenses will be identified by coding provided by Career Solutions Accounts Payable. Invoices are to be sent to the attention of the Career Solutions Accounts Payable, Career Solutions, CareerForce: St. Cloud– St. Cloud, 1542 Northway Drive, St. Cloud, MN 56303. Payments will be made within 30 days upon receipt of the invoice.

8. **Non-Assignment.** Neither party may assign any rights nor delegate any duties hereunder without the express written prior written consent of the other. This Agreement may be amended by mutual written consent of the parties. This Agreement may also be terminated prior to the above-written termination date by either party upon thirty (30) days' prior written notice to the other.

9. **Complete Understanding.** This Agreement contains the entire understanding between the parties. No representations were made or relied upon by either party, other than those expressly set forth herein. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Minnesota.

**IN WITNESS WHEREOF,** the parties to this Agreement have affixed their signatures on the dates written below:

**CAREER SOLUTIONS**

By: ________________________________ Date: __________________
Leigh Lenzmeier
Career Solutions Joint Powers Board Chair

**ST. CLOUD INDEPENDENT SCHOOL DISTRICT NO. 742**

By: ________________________________ Date: __________________
School Board Representative

# Agenda Cover Sheet:
# CareerONE Contract with ISD 742

**Date: March 12, 2020**

**Agenda Item:** PY20/SFY21 CareerONE Contract with District 742 to provide services to eligible students of St. Cloud School District 742. The Case Manager will provide services to assist Career Solutions in determining student eligibility into the CareerONE Program.

**Fiscal Impact:**
$2,200 which includes wages and fringe benefits for this Case Manager.

**Recommended Action:** Request the boards to approve the PY20/SFY21 CareerONE Contract with St. Cloud School District 742.

# Agreement for the Provision of PY20/SFY21 CareerONE Program Services Between Career Solutions and the Independent School District No. 742

**This Agreement** is by and between the Career Solutions and St. Cloud Independent School District 742 ("School District"), for the provision of PY20/SFY21 CareerONE program services to eligible students of St. Cloud Independent School District 742 per the attached proposal (Attachment 1) and modified work plan.

**Effective Dates:** This Agreement shall be effective April 1, 2020 and terminate upon the expiration date of June 30, 2020. Unless otherwise noted herein, all contractual responsibilities, of either party, created by this Agreement are terminated upon the above mentioned expiration date.

If any portion of this Agreement is found to be unenforceable, unconscionable, invalid or illegal, or is in any other way vacated, all other portions of this Agreement shall remain in full force and effect.

**The School District agrees to the following terms in this Agreement:**

1. **Choice of Law and Venue:** This Agreement shall be governed by the laws of the State of Minnesota. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Stearns, State of Minnesota.

2. **Independent Contractor.** The School District and Career Solutions agree that no employer-employee relationship shall arise from this Agreement, and that all School District employees and agents involved in providing services under this Agreement shall at all times be independent contractors of Career Solutions with the right to control the method of providing the services identified within this Agreement.

3. **Personnel:** The School District will provide and supervise all personnel necessary for it to carry out this Agreement, which may or may not include instructional, clerical, legal, accounting, custodial and managerial personnel. The School District will assume all labor and other contractual obligation incidental thereto.

   The School District shall also indemnify Career Solutions against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required under reemployment insurance, social security, and income tax laws, with respect to School District employees or agents engaged in the performance of this Agreement. This obligation to indemnify survives the termination of this Agreement. In the event the Internal Revenue Service would deem School District to be an employee for tax purposes, the School District agrees to reimburse Career Solutions for any and all tax refunds of self-employment taxes Career Solutions may be entitled to as a result of Contractor being classified as an employee of Career Solutions.

The School District, its officers, directors, employees and agents shall abide by all federal, state and local laws with respect to its employees, and will not discriminate against any employee, applicant for employment, student or member of the public because of race, creed, color, religion, sex, age, disability or national origin.

If any personnel or employees of the School District necessary to its provision of the services under this Agreement are required by the United States government, the State of Minnesota, any political subdivision thereof or Career Solutions, to hold any license related to the services they provide under this Agreement, or to pass criminal background check, the School District shall verify that the personnel or employee holds the required license and has passed the criminal background check prior to the first date on which that employee provides any services under this Agreement.

4. **Data Privacy:** The School District hereby recognizes that during the course of performance of its duties under this Agreement, it may receive, acquire, have access to, or be exposed to "Government Data" as that term is used in the Governmental Data Practices Act, Minnesota Statutes Chapter 13 ("GDPA"). The School District hereby agrees that it must meet the requirements of the GDPA under Minnesota Statute 13.05, subdivision 6. The School District agrees that it will collect, distribute, publish, maintain and store any Government Data only in accordance with the provisions of the GDPA. The School District's obligation under this paragraph survives the termination of this Agreement.

5. **School District Compliance Requirement.** The School District will provide such certifications, disclosures, and assurances to Career Solutions as are required by law.

6. **Insurance.** The School District further agrees to maintain general liability insurance, workers' compensation insurance as required by state law, and comprehensive insurance coverage on any motor vehicle used in the rendering of services under this Agreement deemed to be adequate, in form and amounts of coverage in the opinion of legal counsel for Career Solutions, and to provide Career Solutions adequate evidence of such coverage.

7. **Liability; Hold Harmless.** Career Solutions and The School District mutually agree that each party will be responsible for its own acts and the results thereof taken under this Agreement to the extent authorized by law, shall hold harmless the other party for such acts and the results thereof, and shall not be responsible for the acts of any other or the results thereof. The School District specifically agrees to defend, hold harmless, and indemnify Career Solutions for actions of The School District's employees and agents taken under this Agreement.

8. **Equipment & Materials.** The School District shall provide all equipment and materials necessary for the performance of the above-described services at its own expense, except reasonable and necessary expenses incurred by the

School District in the furtherance of the services to be provided hereunder, as approved by Career Solutions. All property, tools, equipment, and supplies purchased with funding under this grant will be the property of Career Solutions unless specifically assigned to the School District with the approval of Career Solutions.

**Program Service Recitals:**

**Whereas,** the PY20/SFY21 CareerONE Program is a state-funded program providing:

- Services to a minimum of 100 youth ages 14 – 17 100% of whom are economically disadvantaged or at-risk;
- Intensive services in career exploration, counseling and planning around career pathways,
- The opportunity to build, demonstrate and document work readiness skills.

**Whereas,** the CareerONE Program serves economically disadvantaged youth with at least one at-risk characteristic defined as:

- Free/reduced lunch
- Family receives public assistance (MFIP)
- Disability
- Youth with Limited English Proficiency;
- Potential or actual dropouts;
- Juvenile offenders/diversion program youth;
- Youth receiving public assistant and/or group home services;
- Homeless or runaway youth;
- Pregnant or parenting youth;
- Chemically dependent or children of drug or alcohol abusers/dependents;
- Youth with basic skills deficiency;
- Youth with educational attainment one or more levels below grade level appropriate to age; and,
- Foster children.

**Now, therefore, The School District accepts the following responsibilities in the delivery of the CareerONE Program Services:**

The School District hereby agrees to provide services for the CareerONE Program Case Manager/Eligibility Specialist(s) with information needed to verify student eligibility. The following items are required:

<u>**ALL STUDENTS**</u>:

Include student's current **transcript**.
Include student's current **MCA and/or Star Scores.**
Include student's **attendance** report (include attendance code chart)
Include student's **discipline report** (include discipline code chart)

**STUDENTS ON IEP/504 PLAN:**

Include student's current **evaluation report**

Include student's current **IEP/504 plan**

Signature and date by the School Official verifying the name, address, date of birth and eligibility of the student listed on the request form. And any additional information as related to the school records, behavior, eligibility and residential/ citizenship information.

1. **Program Reporting**
   - Client Tracking
     - o Each participant must have a completed Intake, Assessment and Transition to Employment Plan (ITEP) completed if required by Career Solutions.
     - o Participant characteristic (at-risk indicator, age, race/ethnicity).

2. **Career Solutions Responsibilities:** Career Solutions will provide the following oversight of and administration of CareerONE Program services under this Agreement as follows:

   - **Program Administration and Oversight**
     - o Fiscal management and oversight.
     - o Review budget summary and revisions.
     - o Reporting to Minnesota Department of Employment and Economic Development.

   - **Program Eligibility**
     - o Determine eligibility and approve participant enrollment and program activities to include service learning, experiential learning, work experience, paid internships, support services and stipends based federal and state law and on the grant criteria.

   - **Program Monitoring**
     - o Review Program progress.
     - o Review Program and participant outcomes.

   - **Program Technical Assistance and Guidance**
     - o Career Solutions Career Planner will participate with the District Case Manager as a Pathways Team to ensure coordination and communication; Career Solutions management and leadership staff will participate in the project leadership team with the Career Planner and Case Manager to review performance, make adjustments as needed and allowable, ensure reporting and communication, provide ideas and suggestions to increase program performance and outcomes.

   - **Compliance with State and Federal Laws**

- Adhere to all Federal and State laws, rules and regulations governing child labor laws and right-to-know laws.

3. **Joint Responsibilities:** The Parties are jointly responsible implementing the program work plan.

4. **Payment for Services:**
   As consideration for the services to be performed by The School District described in this Agreement, Career Solutions hereby agrees to pay The School District a total of $2,200 for Case Manager to include wages and fringe benefits. The Case Manager will provide services to assist Career Solutions in determining student eligibility.

   Invoices are to be submitted by the 15th of the month for the previous month expenses. All expenses will be identified by coding provided by Career Solutions. Invoices are to be sent to the attention of the Career Solutions Accounts Payable, Career Solutions, CareerForce: St. Cloud, 1542 Northway Drive, St. Cloud, MN 56303. Payments will be made within 30 days upon receipt of the invoice.

5. **Non-Assignment.** Neither party may assign any rights nor delegate any duties hereunder without the express written prior written consent of the other. This Agreement may be amended by mutual written consent of the parties. This Agreement may also be terminated prior to the above-written termination date by either party upon thirty (30) days' prior written notice to the other.

6. **Complete Understanding.** This Agreement contains the entire understanding between the parties. No representations were made or relied upon by either party, other than those expressly set forth herein. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Minnesota.

**IN WITNESS WHEREOF,** the parties to this Agreement have affixed their signatures on the dates written below:

**CAREER SOLUTIONS**

By: ________________________________ Date: __________________
Leigh Lenzmeier
Career Solutions Joint Powers Board Chair

**ST. CLOUD INDEPENDENT SCHOOL DISTRICT NO. 742**

By: ________________________________ Date: __________________
School Board Representative

# Agenda Cover Sheet:
# Voigt's Bus Companies
# 2020

**Agenda Item:** Contract with Voigt's Bus Companies for 2020 CareerOne Summer Youth Program transportation services.

**Background Information:** The 2020 Summer Youth CareerOne Program will run from 22 June through 7 August 2020. The service in this contract includes the transportation of youth to and from the program, located at SCTCC well as to and from their filed trips.

Career Solutions contracted with Voigt's Bus Companies for the 2020 Summer Youth Program. Voigt's has consistently provided excellent services as indicated by staff feedback.

***Voigt's Bus Companies:***

| | | |
|---|---|---|
| Option A | Hourly Minimum: | $ 55.35 |
| Option B | Per Mile: | $ 1.20 |
| | Per Driver Hour: | $ 29.00 |

Vendor would use the greater of these two rates, either miles per hour plus the driver hour rate or the flat hourly rate.

**Fiscal Impact:**

- **Budgeted Expense:** Yes
- **Funding Source:** Minnesota Youth Program, CentraCare and United Way funding

**Attorney reviewed or attorney boilerplate format used:** Yes

**Action Requested:**
Approval of the transportation contract with Voigt's Bus Companies to provide services for the 2020 Summer Youth CareerOne Program. This contract is contingent upon approval of appropriate funding.

**Transportation Contract Between**
**Career Solutions and Voigt's Bus Companies**
**2020**

Contract between Career Solutions and Voigt's Bus Companies, hereinafter referred to as "Provider", specifies the rights and obligation of the parties with respect to the transportation of participants (students) in the Career Solutions Summer Youth CareerOne Program.

The Conditions are as follows:

## I. GENERAL CONTRACT CONDITIONS

A. **Duration:** This agreement shall be effective 22 June through 7 August 2020. This agreement shall terminate upon the expiration date of 7 August unless otherwise notified in writing by Career Solutions. All services within this contract are contingent upon Career Solutions receiving appropriate funding.

B. **Termination:** If Provider (1) is guilty of a substantial violation of any provision of the agreement; (2) fails to promptly pay employees or obligations incidental to proper performance of the agreement; (3) persistently disregards or permits disregard by employees of laws, ordinance or instructions of Career Solutions, then Career Solutions may, at its option terminate the agreement without further obligation on the part of the Career Solutions to Provider except for expenses incurred previous to the termination. In the event Career Solutions believes any action or non-action of Provider represents an immediate safety threat, Career Solutions may suspend service for so long a period as Career Solutions deems necessary.

C. **Assignment:** This agreement or any part thereof may not be assigned by Provider without the prior written consent of Career Solutions.

D. **Independent Contractor**
Provider shall at all times be considered an independent contractor of Career Solutions. Career Solutions assumes no liability for actions or omissions of Provider, its officers or employees. No officer, employee, or agent of Provider shall be considered an officer, employee or agent of Career Solutions for any purpose.

E. **Choice of Law and Venue**

This Contract shall be governed by the laws of the State of Minnesota. The parties agree that all actions or proceedings arising in connection with this Contract shall be tried and litigated exclusively in the State and Federal courts located in the County of Stearns, State of Minnesota.

**F. Severability**

If any portion of this Contract is found to be unenforceable, unconscionable, invalid or illegal, or is in any way vacated, all other portions of this Agreement shall remain in full force and effect.

**G. Successors in Interest**

This contract shall bind all successors in interest to Provider.

**H. Data Privacy**

Provider hereby recognizes that during the course of performance of its duties under this Contract, it may receive, acquire, have access to, or be exposed to "Government Data" as that term is used in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("GDPA"). Provider hereby agrees that it must meet the requirements of the GDPA as a contracting party under Minn. Stat. 13.05, subdivision 6. Provider agrees that it will collect, distribute, publish, maintain and store any Government Data only in accordance with the provisions of the GDPA. Provider's obligation under this paragraph survives the termination of this agreement.

**I. Hold Harmless**

Provider agrees to hold harmless, defend and indemnify Career Solutions and its agents and employees from and against all claims, damage, including actual damages, future damages, and punitive damages, losses and expenses including attorney's fees to the extent caused by its negligence, gross negligence, recklessness or intentional acts, or omissions or willful misconduct or breach of this Contract.

## II. DESCRIPTION OF TRANSIT SERVICE

Provider shall provide the following transportation services for Career Solutions Summer Youth Program for up to 175 (140 at the St Cloud camp and up to 35 at the Sauk Centre/Paynesville camps) youth ages 14 – 17 from 22 June through 7 August 2020.

- Transportation of Summer Youth Program participants to and from limited sites within the Stearns and Benton County area to St. Cloud Technical and Community College. Youth must be dropped off at the

SCTCC by 8:00 AM and depart from SCTCC by 3:30 PM daily. Specific sites and routes will be identified by Career Solutions staff.

- Transportation of youth participants from to various field trips during the program.
- Transportation provider must be able to provide handicap accessible transportation if necessary.

## III. SERVICES TO BE PROVIDED BY THE PROVIDER

### A. Management:

1. **General:** Provider shall provide the managerial services as usual and customary for the sound and efficient operation of student transportation which shall include, without limitation, the following services:

    a. General Operations
    b. Safety, driving dispatching and public/student relations training.
    c. Equipment Maintenance.
    d. Daily interior cleaning and weekly washing of the buses.
    e. Office and garage accommodations.
    f. Dispatching services.
    g. Labor/employee relations and personnel management.
    h. Performance and recording of daily bus preventive maintenance check.
    i. Comply with drug/alcohol testing requirements as required by FTA or MnDOT.

2. **Manager:** Provider shall act as or furnish a manager, at the expense of Provider, who shall assume active management of the transportation of students.

3. **Personnel:** Provider shall furnish qualified, licensed and responsible drivers necessary for the safe operation of buses used in providing service, and shall furnish all other personnel necessary for continued operation of the service, which may include but is not limited to, dispatching, maintenance, cleaning and washing, operations and maintenance, accounting, legal, clerical and managerial personnel, and Provider will assume all labor and other contractual obligations incidental thereto.

    It is specifically understood that all personnel furnished by Provider in connection with the performance of services shall be and remain the employees of Provider. Provider shall pay all wages, salaries, fringe benefits, social security taxes, worker's compensation and unemployment compensation or other contributions as required by law. Provider shall be considered an independent contractor as the term is used under the laws of the State of Minnesota.

Provider shall abide by all federal, state and local laws with respect to its employees.

Provider, its officers, employees and agents will not discriminate against any employee, applicant for employment, student or member of the public because of race, creed, color, religion, sex, age or national origin.

All Drivers Shall:

a. Hold a current Minnesota Commercial Driver's License appropriate for the size of the bus being driven.
b. Be able to speak the English language.
c. Have knowledge of streets and major activity centers in Stearns and Benton Counties.
d. Have knowledge and ability to perform preventive maintenance checks.
e. Keep simple records and make reports.
f. Be neat in appearance.
g. Deal courteously and effectively with program participants and the public and report any problems or concerns with participants to their supervisor immediately.
h. Be informed that they are responsible for the lives of the passengers.
i. Have driven a motor vehicle or vehicles at least 10,000 miles prior to employment.
j. Pass a general physical examination, cost to be provided by Provider or driver.
k. Have a police check and motor vehicle record check.
l. Be solely responsible for the supervision of students in route.

Anyone convicted within five (5) years prior to employment of (a) a crime involving harm to a person or (b) driving while under the influence of drugs or intoxication or non-intoxicating malt beverages or (c) careless or reckless driving, shall not be considered for employments. Each driver shall be properly trained and licensed and be physically, mentally and legally qualified to operate the vehicle and to assist passengers. No person shall drive a transit vehicle without this certification. Provider shall not permit a driver to drive if the driver has consumed intoxicating liquor or non-intoxicating liquor or non-intoxicating malt beverages or a drug within eight hours prior to the time he/she begins driving, or if the driver is intoxicated or is under the influence of a drug which would influence driving ability when he/she is to begin driving.

**B.** **Maintenance:** Provider shall maintain buses and related equipment. Provider shall use maintenance standards as recommend by the manufacturer.

**C.** **Fuel:** Provider shall provide appropriate fuel for the vehicles.

**D.** **Insurance/Compliance:**

1. Provider shall maintain the following insurance during the entire term of this Agreement**, naming Career Solutions as an additional insured:** for each accident, a total of $5,000,000, combined single limit for bodily injury, personal injury, and property damages liability; the minimum personal injury protection (Minnesota no-fault) as required by law; and uninsured and underinsured motorist insurance at a minimum of $100,000 liability each accident. The specified coverage is for the protection and benefit of Career Solutions and the Provider.

2. The insurance company shall deliver to Career Solutions, certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. Provider's insurance policy and certificates shall not be canceled or its conditions altered in any manner without ten (10) days prior written notice to Career Solutions.

3. Provider will submit to Career Solutions a copy of the current certification of compliance from the Minnesota Commissioner of Human Rights.

4. Provider will submit a signed statement that no funds received from Career Solutions will be used by the Provider for political lobbying.

## IV. SERVICE RATES, BILLING PROCESS, DISPUTE RESOLUTION:

### A. Service Rates:

| | | |
|---|---|---|
| Option A | Hourly Minimum: | $ 55.35 |
| Option B | Per Mile: | $ 1.20 |

Per Driver Hour: $ 29.00

The Provider would apply the greater of these two rates, either the miles per hour plus the driver hourly rate or the flat hourly rate.

**B. Billing Process:**

The Provider will submit, to the attention of the Career Solutions Development Director, all monthly invoices to Career Solutions within 30 days of the last day of the month in which services are provided, which are to be paid within 30 days of receipt.

**C. Dispute Resolution:**

In the event of a dispute over payment, regardless of whether that dispute is mediated, arbitrated, settled, litigated, or otherwise resolved, Career Solutions shall not be liable for any interest accruing during the period of dispute.

## V. FINAL AGREEMENT

This Contract is the final expression of the agreement of the parties and shall supersede all prior negotiations, understandings or agreements.

Any alterations, variations, modifications or waivers of the provisions of the Contract shall only be valid when reduced to writing, and signed by authorized representatives of Provider and Career Solutions.

Voigt's Bus Companies

By: Roger W. Long Date: 02/18/2020

Its: Director of Business Development

Career Solutions

By:____________________ Date: ________

Leigh Lenzmeier, Chair

Career Solutions Joint Powers Board

# AGENDA COVER SHEET – CAREERONE STAFF RECALLS & HIRE NEWS FOR SUMMER 2020

**Agenda Items:**

Career Solutions would like to recall the CareerONE summer employees listed below as they will be working for approximately 40 hours per week. In addition, the agency plans to hire an additional 8 Team Leaders to support the CareerONE Program.

| | Employees Name | Titles | Recall Date *(Approx.)* |
|---|---|---|---|
| 1 | Lisa B. | Supervisor | *June 1-August 7, 2020 |
| 2 | Holly H. | Assistant Supervisor | *June 1- August 7, 2020 |
| 3 | Gordon S. | Team Float | *June 10- August 7, 2020 |
| 4 | Amanda M. | Team Float | *June 10- August 7, 2020 |
| 5 | Shereen A. | Team Leader | *June 10- August 7, 2020 |
| 6 | Curtis W. | Team Leader | June 10-July 24, 2020 |
| 7 | Dana T. | Team Leader | June 10-July 24, 2020 |
| 8 | Courtney S. | Team Leader | June 10-July 24, 2020 |
| 9 | Ayan O. | Team Leader | June 10-July 24, 2020 |

*5 CareerONE employees will work an additional two weeks to staff the CareerONE Program located in Sauk Centre and/or Paynesville.

**Financial Impact:**

The revised budget (which included CareerONE staff time) was presented to the board within the consent agenda on March 12, 2020.

**Action Requested:**

Request approval to recall 9 CareerONE Team Leads, Supervisor, Assistant Supervisor and Team Floats to work the summer 2020 program in addition to the new hires.

| F.Y. | Cost Center | Obj. Code | Amount | Vendor # | P.O. # |
|---|---|---|---|---|---|
| 2020 | 020200 - Trade and Industry Custom | | | | |
| | | | | | |
| | | | | | |

**STATE OF MINNESOTA**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

***St. Cloud Technical & Community College***

**CUSTOMIZED TRAINING INCOME CONTRACT**

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *St. Cloud Technical & Community College* (hereinafter MnSCU), and *Career Solutions* located at *1542 Northway Dr., Suite 2, Saint Cloud, MN, 56303* hereafter (hereafter "PURCHASER") agree as follows:

1. DUTIES OF MnSCU. MnSCU agrees to provide the following:

   Title of Instruction/ Activity/ Service:
   Accelerated Welding Training
   Blueprint Reading Training
   AWS Certification Testing

   Date( s) of Instruction/ Activity/ Service: March 16 - April 10, 2020

   Accelerated Welding
   New Participants: March 16 - April 10
   Mondays, Tuesdays, Thursdays, and Fridays
   3:00 pm - 9:45 pm
   (with a 30 minute dinner break)

   Accelerated Welding
   Previous Participants: March 23 - April 10
   Mondays, Tuesdays, Thursdays, and Fridays
   3:00 pm - 9:45 pm
   (with a 30 minute dinner break)

   Blueprint Reading
   March 18 - April 8
   Wednesdays
   3:00 pm - 7:00 pm

AWS Certification Testing
April 6 and April 10, 2020
Monday and Friday
3:30 pm - 6:30 pm
(departure time approximately 1:45 pm)

Instructor/ Trainer/ Consultant: Eric McAllister

Location: SCTCC - C-367

Other Provisions: None

1. DUTIES OF THE PURCHASER. Provide participant information.

2. SITE OF INSTRUCTION/ ACTIVITY/ SERVICE: College shall make all of the arrangements, including any payment, for the location to be used for the Instruction/ Activity/ Service.

3. CONSIDERATION AND TERMS OF PAYMENT.

   a. COST.
   Cost of Instruction/ Activity/ Service (total or per hour): Fee per participant:
   Includes:
   Accelerated Welding
   $4,950.00 for training, Tooling U subscription, lab space, metal to be welded, and consumables. All welding materials provided by SCTCC.
   $550.00 for April 6th AWS Certification Testing last week of class.
   $550.00 for April 10th AWS Certification Testing last week of class.
   $209.95 for welding boots
   $395.82 for welding equipment which includes:
   - Clear Anti-Fog Glasses
   - Faceshield Headgear
   - Clear Faceshield
   - Black Digital Performance Helmet
   - FL RET w/Leather Sleeve Jacket
   - MIG Pigskin Gloves
   - MIG WELPER Pliers
   - Regular Tip Locking Clamp

   Total per participant: $6,655.77

   Total for minimum of 4 participants : $26,623.08
   (Fee is non-refundable once the participant starts the program.)
   Maximum of 12 participants.

   Blueprint Reading:
   $600.00 per participant for a minimum of 5 participants.

1. Leather boots that go over the ankle. Steel toe is preferred.
2. Jeans or other non-flammable pants.
3. Non-flammable cotton shirt.

Minimum safety equipment required:
- Clear, non-reflective, safety glasses
- Face shield headgear
- Face shield clear
- Miller Performance Series weld helmet
- Weld Jacket with leather sleeves
- Mig weight welding gloves
- Welpers
- Vise grip
- Combination pad lock

Other Fees: Additional fee:

Third re-test for up to 5 participants. To be taken on either April 6th or April 10th.
$550.00 per participant for one test.
Total for a maximum of 5 participants: $2,750.00

Notwithstanding the thirty (30) day notice period established in paragraph 7, in the event that the PURCHASER desires to cancel or reschedule the Instruction/ Activity/ Service due to low enrollment, PURCHASER shall give at least 3 days' notice in writing to MnSCU's authorized agent to cancel or reschedule. If the Instruction/ Activity/ Service is canceled as provided herein, MnSCU shall be entitled to payment calculated according to paragraph 7. If the Instruction/ Activity/ Service is rescheduled as provided herein, payment shall be according to this paragraph 4.

b. TERMS OF PAYMENT. MnSCU will send an invoice for the Instruction/ Activity/ Service performed. The PURCHASER will pay within *30* days of receiving the invoice. Please send payment to: *St. Cloud Technical & Community College, 1-401 Northway Building, 1540 Northway Dr., St. Cloud, MN 56303 (320) 308-5973*

4. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

a. PURCHASER'S authorized agent:

Name: Tammy Biery
Title: Executive Director
Address: 1542 Northway Dr., Suite 2, Saint Cloud, MN, 56303
Telephone: 320-308-5320
E-Mail: tammy.biery@csjobs.org
Fax:

b. MnSCU' S authorized agent:

Name: Jennifer Erickson
Title: Director of Customized Training
Address: 1215 15th Street North, St. Cloud, MN 56303
Telephone: 320-222-5206
E-Mail: jennifer.erickson@sctcc.edu
Fax: 320-308-5568

5. TERM OF CONTRACT. This contract is effective on 3/16/2020 or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until 4/10/2020 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The PURCHASER understands that no work should begin under this contract until all required signatures have been obtained.

6. CANCELLATION. This contract may be canceled by the PURCHASER or MnSCU at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such cancellation, MnSCU shall be entitled to payment, determined on a pro-rated basis, for work or Instruction/Activity/Service satisfactorily performed.

7. ASSIGNMENT. Neither the PURCHASER nor MnSCU shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. LIABILITY. The PURCHASER shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MnSCU, arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for MnSCU' S failure to fulfill its obligations pursuant to this contract.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER agrees that in fulfilling the duties of this contract, the PURCHASER is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MnSCU IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the PURCHASER or MnSCU.

11. RIGHTS IN ORIGINAL MATERIALS. The College shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentations, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed College/University and its employees individually or jointly with others or any subcontractors in the performance of its obligations under this contract. This provision shall not apply to the following materials:
*N/A*

12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall

be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. <u>OTHER PROVISIONS.</u> (Attach additional pages(s) if necessary):

The rest of this page intentionally left blank. Signature page to follow.

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

**APPROVED:**

1. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

***St. Cloud Technical & Community College***

| By (authorized signature) |
|---|
| Title |
| Date |

2. **PURCHASER:** Career Solutions
**PURCHASER certifies that the appropriate person(s) have executed the contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.**

| By (authorized signature) |
|---|
| Title |
| Date |

| By (authorized signature) |
|---|
| Title |
| Date |

3. **AS TO FORM AND EXECUTION:**

| By (authorized college/university/system office initiating agreement) |
|---|
| Title |
| Date |

# Agenda Cover Sheet: Donate or Dispose of Printer

**Agenda Items:**

Career Solutions is no longer using the HP Laser Jet 4350dtn printer (asset tag #018240) and the agency would like to donate or dispose of this printer. Since this is an Agency asset, we need approval by the board.

**Financial Impact:**

N/A.

**Action Requested:**

Request the approval to dispose or donate the HP Laser Jet 4350dtn printer (asset tag #018240).

CENTER FOR ECONOMIC INCLUSION

# Public Presentation Information Request Form

*Please complete and send to* mtweeton@centerforeconomicinclusion.org
*For questions, please contact Mirdalys Herrera Tweeton, Executive Assistant, at mtweeton@centerforeconomicinclusion.org*

| | |
|---|---|
| **CONVENING ORGANIZATION:** Career Solutions and Central MN Jobs and Training Services, Inc. | **TITLE OF SESSION OR EVENT:** Regional Workforce Solutions Summit 2020 "A Day Focused on Solutions" |

| | | |
|---|---|---|
| **DAY AND DATE OF PRESENTATION:** Tuesday, June 9th | **TIME OF PRESENTATION:** 8:45am | **LENGTH OF PRESENTATION:** 1 hour |

**LOCATION OF EVENT/SPEAKING ENGAGEMENT (exact address and/or room number):**
St. Cloud Technical and Community College, 1540 Northway Drive, St Cloud MN 56303
Park in Lot A. Enter door 4.

| | |
|---|---|
| **TYPE OF EVENT (CONFERENCE, SUMMIT, BOARD MEETING, ETC.):** This event is for executives and human resource professionals to learn how to tap into different demographic groups to increase their workforce. | **WILL PRESS BE PRESENT AT THE EVENT? IF YES, PLEASE LIST:** Not sure at this time. |
| **NUMBER OF PEOPLE ATTENDING ENTIRE EVENT:** targeting 125-175 people | **NUMBER OF PEOPLE ATTENDING REQUESTED TIME SLOT (E.G. PANEL, PLENARY, ETC.):** same |

| | |
|---|---|
| **NAME OF CONTACT PERSON FOR LOGISTICS AND CONTENT:** Tammy Biery<br>Della Ludwig | **NAME OF ORGANIZATION:** Career Solutions |
| **E-MAIL(S):** Tammy.biery@csjobs.org<br>della.ludwig@state.mn.us | **PHONE NUMBER(S):** Direct: 320-308-5702 Cell: 320-266-5060<br>**Direct:** 320.308.5364 **Cell:** 320.423.0121 |

**PLEASE PROVIDE A DETAILED DESCRIPTION OF WHAT YOU ARE LOOKING FOR MS. BLACK TO DISCUSS IN THIS SPEAKING ENGAGEMENT, INCLUDING KEY POINTS OR ISSUES YOU WOULD LIKE ADDRESSED:** This event is focused on hiring diverse populations. Different recruitment and retention efforts are needed – change is needed and may not come easy, but it can be rewarding. Collaboration may be needed to get the job done.

Breakouts will be offered with topics including: hiring people with criminal records, disabilities, veterans, new Americans, etc.

**ARE ACCOMMODATIONS PROVIDED?**

**Yes ___________**

**No ____________**

**NOTE: due to Ms. Black's schedule, she prefers to coordinate her own travel logistics, submitting reimbursements for all covered expenses.**

**ARE TRAVEL EXPENSES PROVIDED (MEALS, GROUND TRANSPORTATION, AIR TRAVEL, ETC.)?**

**Yes ___________**

**No ____________**

**NOTE: if booking Ms. Black's air travel, we request a minimum of Comfort+ with an aisle seat, or an Exit Row seat.**

**IS AN HONORARIUM PROVIDED? IF YES, PLEASE INDICATE AMOUNT:**

**Yes X - $2,000.00**

**No ____________**

**NOTE: Tawanna Black's standard honorarium for speeches is $4,000 USD and her daily consultative rate is $2,500 USD; however, her acceptance of an invitation is not based on the host's ability to pay the full honorarium and/or consultative rate, but on the value she feels she can add to an event. She does humbly request, though, that she be reimbursed for all expenses related to airfare, lodging, ground transportation, and meals during her visit. If the event happens to be cancelled after having been approved by both parties, we ask that she be compensated for 100% of total anticipated fees to cover the cost of time spent preparing for the event. For Force Majeure cancellations, we ask that she be compensated for 50% of total. This is in addition to the reimbursement of incurred expenses.**

**Special Instructions:**

- **Please introduce Tawanna as Tawanna Black..**
- **Due to the nature of Ms. Black's schedule, we cannot guarantee her availability without timely receipt of this information and no later than 1 month prior to your event.**

**Thank you for understanding.**

___________________________________

**NAME:**

**TITLE:**

**COMPANY:**

**DATE:**

BUREAU OF MEDIATION SERVICES

**IN THE MATTER OF A REQUEST FOR WITHDRAWAL OF EXCLUSIVE REPRESENTATIVE STATUS**

February 12, 2020

Minnesota Teamsters Public and Law Enforcement Employees Union, Local 320, Minneapolis, Minnesota
- and -
Career Solutions, formerly known as Stearns-Benton Employment & Training Council, St. Cloud, Minnesota

BMS Case No. 20PAB1591

## WITHDRAWAL OF EXCLUSIVE REPRESENTATIVE STATUS

### INTRODUCTION

On February 7, 2020 the State of Minnesota, Bureau of Mediation Services (Bureau), received written communication signed by Brian Aldes, Secretary-Treasurer, on behalf of the Minnesota Teamsters Public and Law Enforcement Employees Union, Local 320, Minneapolis, Minnesota (Petitioner).

### WITHDRAWAL OF EXCLUSIVE REPRESENTATIVE STATUS

As evidenced by the receipt of the communication, the Petitioner is withdrawing its status as the certified exclusive representative for certain employees of Career Solutions, formerly known as Stearns-Benton Employment & Training Council, St. Cloud, Minnesota (Employer).

### ISSUE

Is it appropriate for the Petitioner to withdraw their status as the exclusive representative for certain employees employed by the Employer?

**FINDING AND ORDERS**

1. It is appropriate for the Petitioner to withdraw its status as the exclusive representative for certain employees of the Employer.

2. As of the effective date of this order Teamsters, Local 320, Minneapolis, Minnesota, will no longer be the certified exclusive representative for the employees of the Career Solutions, formerly known as Stearns-Benton Employment & Training Council, St. Cloud, Minnesota, falling within the following bargaining unit:

   All employees of the Stearns-Benton Employment and Training Council, St. Cloud, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and essential employees.

STATE OF MINNESOTA
Bureau of Mediation Services

/s/ Taylor A Lebsock
Representation Specialist

cc: Brian Aldes
Tammy Biery

**POSTING**

**THE EMPLOYER SHALL MAKE COPIES OF THIS ORDER AND ANY ATTACHMENTS UPON RECEIPT AND POST AT THE WORK LOCATION(S) OF ALL INVOLVED EMPLOYEES.**

EMPLOYMENT AND ECONOMIC DEVELOPMENT

**SC # 172743**

# STATE OF MINNESOTA

## MASTER GRANT CONTRACT

### State and/or Federal Master Grant Contract: CARSOL2020M

This Master Grant Contract is between the State of Minnesota, acting through the Department of Employment and Economic Development (DEED), Employment and Training Programs ("STATE") and Career Solutions, 1542 Northway Drive, #2, St. Cloud, MN 56303 ("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, 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; 116L.361 - 116L.366; 116L.56 – 116L.561; 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, 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 contract is issued in anticipation of receipt of funds by the STATE to be used for programs including but not limited to those listed below:
   - Workforce Innovation and Opportunity Act (WIOA);
   - Workforce Development Fund Public Law 105-220, as amended; Minn. Stat. §116L.20;
   - Youth Employment and Training Program (Minn. Stat. §116L.56 – 116L.561);
   - Youthbuild Program (Minn. Stat. §116L.361 to 116L.366);
   - Women and High-Wage, High-Demand, Nontraditional Jobs Grant Program (Minn. Stat. §116J.035);
   - 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;
   - Displaced Homemakers (Minn. Stat. §116L.96); 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 grant contract 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 this grant.

**MASTER GRANT CONTRACT**

**1 Term of Grant Contract**

1.1 ***Effective date*: 4/1/2020** or the date the STATE obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.
**The GRANTEE must not begin work under this master grant contract until this contract is fully executed and the Grantee has been notified by the STATE's Authorized Representative to begin the work.**

1.2 ***Expiration date*: 3/31/2025** 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 grant contract: 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 required grants management policies and procedures set forth through Minn. Stat. 16B.97, Subd. 4(a)(1). **The GRANTEE will perform the duties outlined in Attachment 1, Work Plan, and will also adhere to Attachment 3, Terms and Conditions which are attached and incorporated into this grant contract. Any portion of the Work Plan that has been altered, modified, or otherwise changed must be approved by the STATE and shall be considered a modification and become attached and part of this Contract.**

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

Each fully executed Project Specific Plan issued under the authority of this master grant contract 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, who is not a state employee, may be requested to perform any of the services identified in the Project Specific Plans as they are added to this master grant contract.

**3 Time**

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

**4 Consideration and Payment**

4.1 ***Consideration***. All services provided by the GRANTEE under this contract 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 the 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 of the contract, work plan, and budget and legislative action. Release of funding under this master grant contract 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 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 **Exhibit A-1**). Periods may be shorter than indicated in the term of this master grant contract 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 indicates allowable costs under this grant.

The STATE shall not reimburse the GRANTEE for any costs determined to be unallowable, as defined in Part II of the Department of Labor's 2011 One-Stop Comprehensive Financial Management Technical Assistance Guide, and any subsequent updates to these guidelines during the period of this grant contract. The same is true regarding directives outlined in the Uniform Guidance located in 2 CFR 200, or as part of the Terms and Conditions of this Contract.

The STATE shall not reimburse GRANTEE for payments or liabilities to the Unemployment Compensation Fund 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 grant contract.

4.2. ***Payment***

***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 under this grant contract shall be in amounts that minimize the time elapsing between the transfer of funds and disbursements in accordance with the STATE's "Grant/Subgrant Cash Management and Cash Request Policy" which is in Chapter 523 of the STATE's Policies and Procedures Manual and hereby are incorporated by reference and made a part hereof as **Exhibit B**.

**5 Conditions of Payment**

All services provided by the GRANTEE under this grant contract 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 Marc Majors, Director, Employment and Training Programs Division, 332 Minnesota Street, Suite E200; St. Paul, MN 55101; marc.majors@state.mn.us or his 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 grant contract 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 grant contract. 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 at any time during this grant contract, the GRANTEE must immediately notify the STATE.

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

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

7.2 ***Amendments.*** Any amendments to this grant contract 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 grant contract, or their successors in office.

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

7.4 ***Grant Contract Complete.*** This grant contract contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this grant contract, 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 grant contract 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 grant contract. 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 grant contract 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, "Grant/Subgrant Audit Requirements," which is in Chapter 509 of the STATE's Departments Policies and Procedures Manual, is labeled **Exhibit C**, and is attached, in part, and incorporated into this contract. The GRANTEE acknowledges that this policy is attached as a reference only to state and federal guidelines, and the policy is subject to change.

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 grant contract 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 grant contract, 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 grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under this grant contract. 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's response to the request shall comply with applicable law. See **Exhibit D** which is attached and incorporated into this contract, for details.

10.2 ***Intellectual Property Rights.*** The GRANTEE represents and warrants that GRANTEE's intellectual property used in the performance of this grant contract 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 grant contract 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 grant contract.

**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**

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 grant contract. Venue for all legal proceedings out of this grant contract, 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 grant contract 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 grant contract if the STATE finds that there has been a failure to comply with the provisions of this grant contract, 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 grant contract 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 contract 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 grant contract, 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. 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 Conflict of Interest Policy for State Grant-Making. When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

Organizational conflicts of interest occur when a:
- Grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties.
- Grantee’s objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties.
- Grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

Organizational conflicts include any individual associated with the Grantee.

Individual conflicts of interest occur when a:

- Grantee uses his/her status or position to obtain special advantage, benefit, or access to the Grantee’s time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- State employee is an employee or board member of a Grantee that is an immediate family member of an owner, employee, or board member of the Grantee.

The STATE and the GRANTEE must act immediately upon any suggestion, inquiry, or intimation that an individual or organizational conflict of interest exists at any point in the grant process. Steps must be taken to identify and avoid or mitigate any potential conflicts. The conflict of interest guidelines continue throughout the life of the grant agreement.

The GRANTEE must complete and submit a Conflict of Interest Disclosure Form indicating whether or not a perceived, potential, or actual conflict of interest exists. If the GRANTEE identifies an actual, potential, or perceived conflict of interest on the form, the GRANTEE must identify and submit its conflict of interest avoidance or mitigation plan. The STATE will review the form and the GRANTEE's individual or organizational conflict of interest avoidance or mitigation plan and other relevant facts, if needed, to determine if an actual, potential, or perceived conflict of interest exists, as defined by policy or other relevant law. If it does, the STATE will pursue appropriate actions to mitigate, neutralize, or avoid the potential, perceived, or actual individual or organizational conflicts of interest. These may include, but not be limited to, termination of the grant agreement; disqualification from future State grant awards, if it is determined that GRANTEE improperly failed to disclose a known individual or organizational conflict of interest or misrepresented information regarding such conflict; revising the GRANTEE's duties so that the conflict is mitigated; allowing the GRANTEE to propose the exclusion of task areas that create a conflict, if appropriate; allowing the individual with the conflict to be removed from taking any actions in relation to the grant agreement.

In cases where a perceived, potential, or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the GRANTEE throughout the life of the grant agreement, they must immediately notify STATE for appropriate action steps to be taken, as defined above.

## 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 grant contract, the GRANTEE shall comply with such amended laws, regulations, or guidelines.

17.1 ***Program Standards.*** GRANTEE agrees to comply with OMB Circulars Numbers A-21, A-87, A-110, A-122, A-133, the OMB "Common Rule" (as codified at 29 CFR 97), ASMB C-10 (Implementation Guide for OMB Circular A-87), and/or Uniform Guidance 2 CFR 200 (for new funding since 12-26-2014), as these circulars are applicable and as they relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents as amended, and Chapter 509 of the STATE's Policies and Procedures Manual (**Exhibit C**). Under the Cost Principles Circulars (A-21, A-87, or A-122), and/or Uniform Guidance 2 CFR 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, 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** – 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, Section 8301-8303;
- **Data Sharing –** MN Access to Government Data, 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 State 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;
- **Procurement** – Uniform Administrative Requirements – 2 CFR 200-317-36 – all procurement transactions to be conducted in a manner to provide, to the maximum extent practical, open and free competition;
- **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 180 – 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;

- **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 Purchase of Furniture and Equipment**

Any purchase of non-expendable personal property that has a useful life of more than one year at a unit cost of $5,000 or more must have prior written approval of the STATE.

**19 Repayment of Funds**

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

**20 Grantee Reports**

GRANTEE agrees to provide the STATE with such progress reports, including, but not limited to, the following:

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

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

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

20.4 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).

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

20.6 Special reports as requested.

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.

**21 Monitoring and Corrective Action**

GRANTEE agrees to permit monitoring by the STATE to determine grant contract performance and compliance with grant contract 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.

**22 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.

**23 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.

**24 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).

**25 Right-to-Know**

The GRANTEE will comply with the Minnesota Right-to-Know Act of 1983 (Minnesota Rules Chapter 5206).

**26 Job Vacancies**

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

**27 Management Information System**

All GRANTEES must track participants and financial information using an approved management information system. GRANTEES receiving funds under this grant contract will track participants with the Workforce One (WF1) Case Management System. Data must be submitted per the standards and time frames agreed to by the STATE. **(If Applicable)** GRANTEES receiving funds under the Senior Community Service Employment Program will track participants with the "SCSEP Performance and Results QPR" system (SPARQ2 system), or its successor. The STATE shall withhold funding if data compliance requirements are not met in a complete, accurate, and timely manner.

**28 Debarment and Suspension Certification**

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.

**29 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.

**30 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 grant contract have read and understand said regulations. GRANTEE agrees to comply with the contents of the aforementioned regulations.

**31 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 this grant contract and may be used for any allowable grant expenditure.

**32 Grant Contract 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 Grant Contract 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 grant contract closeout.

**33 Payment Recoupment**

GRANTEE must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant contract the following:

33.1 Any amounts received by the GRANTEE from the STATE for services which have been inaccurately reported or are found to be unsubstantiated;

33.2 Any amounts paid by the GRANTEE to a subgrantee not authorized in writing by the STATE;

33.3 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;

33.4 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

33.5 Any amount identified as a financial audit exception.

EMPLOYMENT AND ECONOMIC DEVELOPMENT

**SC # 172743**

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

By:_______________________________

Title:______________________________

Date:______________________________

By:_______________________________

Title:______________________________

Date:______________________________

**2. STATE AGENCY**
**Minnesota Department of Employment and Economic Development (DEED)**

By:_________________________________
(with delegated authority)

Title:________________________________

Date:________________________________

EXHIBIT A
STATE OF MINNESOTA

# PROJECT SPECIFIC PLAN

ORIGINAL

Master Contract #:
Term of Master Contract:
Master Contract Supplier #:
Contract ID #:

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

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

## COMPLETED BY DEED:

| | | | |
|---|---|---|---|
| **Program Name:** | | | |
| **Start Date[1]:** | | **SWIFT Contract ID:** | |
| **End Date:** | | **SWIFT PO Number:** | |
| **Amount:** | | **SWIFT Vendor Number + Location** | |
| **Match / Leverage Required:** | ☐ Yes ☐ 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 that I am authorized to submit this Project Specific Plan on behalf of the Grantee.

**Signature:** **Date:**

**Printed Name and Title of Authorized Representative:**

## APPROVED BY (GRANTOR / STATE)

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

**Signature:** **Date:**

**Printed Name and Title of Authorized Representative**: Marc Majors, Director, Employment and Training Programs (ETP) Division

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

Indirect Cost Rate

Exhibit A-1

NGA # 20-

FSR/CAPR OR RPR

# SAMPLE

## Notice of Grant Action (NGA)

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

**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 |
| FEDERAL | | | | | | | | | | | |
| STATE | | | | | | | | | | | |
| TOTAL | | | $0.00 | $0.00 | $0.00 | $0.00 | | | | | |

**APPROVED BY:** **DATE ISSUED:**

Director
Employment & Training Programs (ETP) Division

**The approved Project Specific Plan, along with this NGA, and attached workplan and budget are releasing funding under the XXXXXXXXXM 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 JoAnne Beaudry at 651-259-7577 or joanne.beaudry@state.mn.us

Attachment 1

# INSERT WORK PLAN

Attachment 2

# INSERT BUDGET

Attachment 3

# INSERT TERMS & CONDITIONS

EXHIBIT B

## PPM 523 | Grant/Sub-grant Cash Management and Cash Request

# Introduction

The purpose of this policy is to provide a clear and consistent process for determining how cash payments shall be made to DEED grantees or their sub-grantees. The method and schedule of payments for each grant and sub-grant shall always be specified in the grant agreement, or any amendments.

In accordance with PPM 521 – Grant-Making, before a grant is awarded and the budget and work plan approved, the financial stability or health of a non-governmental organization (NGO) must be established.

# Scope

This policy applies to cash management processes at DEED for competitive, legislatively mandated, formula, single and sole source grants, and sub-grants; and to the DEED employees that administer the grants, grant payments, or cash management. The policy does not apply to general obligation (GO) bonding and capital project grants to political subdivisions, nor to grants in which payment terms are statutorily defined by the legislation.

# Policy

DEED will follow all state policies and federal regulations regarding grant and sub-grant cash management and cash requests, and will ensure that all of its grants contain language that conforms to those policies or regulations.

## Conditions of Cash Management/Payment

DEED will follow both federal regulations regarding grant and sub-grant cash management as set out in the Code of Federal Regulations, Title 2, §200.305, and the current policies of the Office of Grants Management (OGM) (Grants Management Policies, Statutes and Forms). Organizations receiving grant funds must be financially stable enough to fulfill the objectives and work plan of the grant. An organization, even if legislatively-named, must be subjected to financial review prior to an executed grant agreement.

No payments to grantees or sub-grantees will be made until:

- If applicable, DEED has successfully completed a financial review or assessment of the grantee or sub-grantees' financial stability or health.
- The grantee or sub-grantee has supplied a budget and work plan and those documents have been approved by DEED.
- DEED has encumbered the grant funds.
- The authorized representatives of all parties to the grant agreement or their successors have fully executed the grant agreement.
- If applicable, requests for cash advance are considered and recommended for approval or disapproval by the Internal Auditor and formally approved or disapproved by the Chief Financial Officer (CFO).

Payments to existing grantees will also be contingent on the following:

- Progress reports submitted on time, unless DEED has given the grantee a written extension (OGM Policy 08-09); and
- Successful monitoring visits and satisfactory financial review of grantee's expenditures, and when conducted, satisfactory full financial reconciliation of grantees' expenditures.

Grantees must send names of employees who are authorized by the entity to request or draw cash grant funds in writing to the DEED CFO using the Authorized Signature Form for Cash Requests. If a cash request is not submitted by an authorized representative, it will be returned to the grantee for revision and resubmission by an authorized representative.

### Reimbursement

The preferred and standard method for payment of grant funds is by cost reimbursement.

To request reimbursement, the grantee must complete a Reimbursement Payment Request (RPR) and submit it, with authorized signature(s) and supporting documentation, to DEED's authorized representative (or his/her successor) according to the schedule set forth by DEED's authorized representative.

Upon receipt, the State's authorized representative named in the grant agreement (or his/her successor) shall:

- review each RPR against the line items in the approved grant budget (e.g. personnel costs, indirect costs, equipment costs), grant expenditures to-date, and the latest grant progress report before approving payment;
- ensure that all expenditures are allowable expenses within the terms and conditions of the grant, state policies, and federal regulations; **and**
- reconcile at least a sampling of source documentation with the RPR before approving payment. Source documentation can include any new or amended contracts, agreements, or memorandums of understanding; detailed receipts or invoices; payroll records; and

documentation, such as quotes or bids and purchase requests, demonstrating the grantee, sub-grantee, or sub-recipient followed its purchasing policy.

Once the State's authorized representative (or his/her successor or designee), approves the expenses and cost reimbursement, s/he should submit the RPR and accompanying documentation to Administrative and Financial Services (AFS) for grant payment (cost reimbursement).

To ensure adequate cash flow management and cash balances of the grantee or sub-grantee, it is DEED's obligation to ensure prompt payment upon receipt of the RPR. Typically, this would be no later than 3 business days. DEED reserves the right to offset overpayments and disallowances by reducing the cash payment requested on any grant or sub-grant RPR.

Any changes in budget (budget modification) must be approved by DEED and a grant agreement amendment fully executed prior to the grantee or sub-grantee incurring the expense and requesting reimbursement.

Unless otherwise specified in the grant agreement, the final yearly request for reimbursement must be submitted by the grantee no later than 20 calendar days after the end date of the grant to ensure timely yearend closeout and reporting of the grant.

### Cash Advances

Before making an advance grant payment, DEED must be confident that the grantee will be able to account for the grant funds and abide by the terms of the grant agreement. This review will be based on any history of the organization's past behavior as a grantee for DEED or another state, federal, or local governmental agency; the evaluation of recent financial review or statements as required by OGM Policies 08-06 and 08-13 if the grant amount is above $25,000; and the information contained on their application for a cash advance.

## Applying to Receive Cash Advances

In order to be considered or a cash advance, the grantee must mail or email a signed Application for Financial Advance (AFA) to DEED program staff administering the grant. The AFA defines the timing and frequency of the cash advance request based on the NGOs financial hardship and cash flow management needs. Program staff should then forward the AFA and required attachments to DEED's Internal Auditor, who will recommend the application for approval or rejection, and route the request to the Chief Financial Officer for final approval.

In order to receive approval for a cash advance, the grantee must also:

- Maintain written procedures outlining the cash management principles, policies, processes, and procedures they will use to manage those cash advances. If the grantee cannot show that they have policies and procedures, and a financial management system that can ensure efficient and controlled use of the advance payment to cover the costs of the program, then the advance payment process is not appropriate.
- Have cash management processes, procedures, methods, and systems that minimize the length of time elapsing between award of the advance (transfer of funds) and documentation of its

disbursement by the grantee or sub-grantee. The timing and amount of the advance payments received must be as close as administratively feasible to the actual disbursements by the grantee of all allowable program and project costs and must report cash activity to DEED. The grantee must also impose a similar system of cash management for their sub-grantees.

- Demonstrate that they would experience a financial hardship if a cash advance is not available. An example of financial hardship may be inadequate cash flow to timely meet operational obligations such as two-week payroll, (wages, fringe benefits, insurance, etc.), space rental, one-time equipment purchases, other one-time start-up costs, deficit in unrestricted net assets, or an inability to meet other obligations without an advance payment.

If an entity has financial stability, but lacks sufficient working capital because of recent entry onto the grant field, DEED may provide cash on a working capital advance basis. (See §200.305(1) of the Code of Federal Regulations.)

For one-time advances, the amount will be calculated using a standard advance payment formula, e.g. original contract amount divided by the total number of weeks in the grant period. Once the cash advance payment has been satisfied and fully reconciled, the grantee shall revert to the cost reimbursement methodology for grant reimbursements for the remainder of the grant availability period.

# Requesting Cash Advance Payments

Once the grantee has been approved to receive cash advances, the grantee may request a cash advance by completing a Cash Advance Payment Request (CAPR) and emailing the completed form, with authorized signature(s), to DEED program staff in charge of administering the grant. The grantee may complete this form with the frequency required by their cash flow management and cash balances. Drawdowns should be timed so that receipt of cash by the grantee coincides with the grantee's mailing of checks to payees.

Program staff will verify the signatures and request before sending it on to AFS at DEED.grantpayments@state.mn.us for payment. It is the obligation of DEED to ensure prompt payment upon receipt of the CAPR; prompt payment is normally within one business day of the email being received in AFS Accounts Payable.

A grantee who has received a cash advance must document the cash management of the advance by completing the Financial Status Report (FSR) according to the schedule set forth by DEED's authorized representative and emailing a signed copy and supporting documentation to DEED's authorized representative. DEED's authorized representative or her/his successor shall:

- review the FSR against the line items in the approved grant budget (e.g. personnel costs, indirect costs, equipment costs), grant expenditures to-date, cash on hand, program income, and the latest grant progress report.
- ensure expenditures are allowable expenses within the terms and conditions of the grant, state policies, and federal regulations; **and**
- reconcile at least a sampling of source documentation with the FSR. Source documentation can include any new or amended contracts, agreements, or memorandums of understanding; detailed receipts or invoices; payroll records; and documentation, such as quotes or bids and purchase requests, demonstrating the grantee, sub-grantee, or sub-recipient followed its purchasing policy.

DEED reserves the right to offset overpayments and disallowances on the FSR by reducing a subsequent CAPR.

Grantees must impose a similar system of cash management for their sub-grantees, if any.

# Use of Electronic Signatures

Minnesota Department of Administration, Office of Grants Management policy number 08-04 and Minnesota Statute 325L.07 encourages authorized representatives of grant agreements to use electronic signatures. If an authorized representative chooses to use the electronic signature for grant payment requests, fulfillment of the electronic signature will be accepted by attaching the necessary cash request form to an email along with the following statement:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award.  I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). By submitting this payment request via email, I affirm that I am authorized to provide approval of this request."

The request will be compared to the authorized signatories on file for that organization before payment is made.

Without an electronic signature from an authorized representative and the above statement included in the body of the email, the payment request with the electronic signature will be declined.

# Sub-grants

A grantee must include DEED's cash management requirements in grant agreements with all sub-grantees and all additional tiers of sub-grantees. All of the above provisions apply to any sub-grantees and applicable language must be included in the grantee/sub-grantee agreement.

# Enforcement Options or Legal Remedies

Omission of any material fact, or the inclusion of false, fictitious, or fraudulent information on the *Reimbursement Payment Request* or the *Financial Status Report*, or use of grant funds outside the specifications of the grant contract, will not be tolerated.

There are several enforcement options or legal remedies available once a grant is awarded. These include, but are not limited to:

- Suspension or temporary withholding of award payments pending correction of the deficiency
- Withholding of future awards

- Disallowance of all or part of the cost of the activity or action not in compliance. DEED reserves the right to offset overpayments and disallowances by reducing cash payments on any DEED grant.
- Requiring repayment of costs if costs are questioned or unallowable costs are submitted for payment
- Termination of all or part of the award (opportunity for hearing)
- Recommendation to suspend or debar entity
- Any other available legal remedies.

As directed by the Commissioner of Administration, the Office of Grants Management serves as the central point of contact for questions and comments about fraud and waste in state grants and about the violation of statewide grant policies. DEED's legal counsel also is available to assist with determinations of fraud and waste or violations and identifying action steps required given the specifics of the situation.

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# Authoritative References

## Minnesota Office of Grants Management

- Policy 08-02: Rating Criteria for Competitive Grant Review (PDF)
- Policy 08-04: Use of Grant Agreements
- Policy 08-06: Financial Review of Nongovernmental Organizations (PDF)
- Policy 08-08: Grant Payments (PDF)
- Policy 08-09: Grant Progress Reports (PDF)
- Policy 08-10: Grant Monitoring (PDF)
- Policy 08-11: Legislatively Mandated Grants (PDF)

## Code of Federal Regulations

Title 2, subtitle A, chapter 11, Part 200 --- Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards

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# Forms

- Application for Financial Advance
- Authorized Signature Form for Cash Requests
- Cash Advance Payment Request (CAPR)
- Financial Status Report (FSR)

Pre-Award Risk Assessment

## PPM 509 | Grant/Subgrant Audits

# Introduction

The Minnesota Department of Employment and Economic Development (DEED) has adopted the audit requirements explained in this chapter. Grantees must in turn use these requirements for their subgrantees. NOTE: See Definitions for more information.

This chapter implements the Single Audit Act Amendments of 1996, the Office of Management and Budget (OMB) Circular A-133 as amended, and Minnesota Statute §309.53.

# Policy

DEED grantees must be audited by the Office of the State Auditor or by independent certified public accountants (CPAs) as described in this policy.

# Responsibilities

Division directors, as necessary, should review and/or approve DEED and grantee audit recommendations and develop corrective action plans to audit findings, with assistance from Administrative Financial Services (AFS). AFS will do the following:

- Provide auditing advice, technical and monitoring assistance, and audit resolution services as needed;
- Coordinate audit activities with program managers, grantees, and auditing firms;
- Provide financial information requested by auditors or grantees; and,
- If necessary, prepare corrective action plans to implement DEED and/or grantee audit recommendations for approval of a division director.

# Grant Agreement Audit Language

DEED outlines its audit requirements in grant agreements with grantees. This may be accomplished by one of these methods:

- The sample "Grant Audit Requirements" language, shown below, may be copied in its entirety or modified to fit program needs, and included in the grant agreement, a grant agreement attachment, or a program operating manual; or
- Language citing the relevant federal requirements may be referenced within grant agreements.

Existing grant agreements that do not contain similar language should be amended. The terminology should be consistent with other grant agreement language. All additional tiers of subgrantees are subject to the audit requirements outlined in this policy.

August 1, 2012

***GRANT AUDIT REQUIREMENTS***

***FEDERAL AND STATE ASSISTANCE GRANTS***

A. Grantees receiving federal assistance (in federal OMB Circular language, known as subrecipients) from the State of Minnesota must comply with the Single Audit Act Amendments of 1996 and OMB Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations," as amended.

    1. Audit requirements for state funds: In accordance with M.S. § 309.53 subd. 3, grantees with annual fiscal year revenues exceeding $750,000 are required to have an annual financial statement audit per generally accepted auditing standards. State statute may be altered at any time. DEED will follow the most current standards and thresholds as indicated by statute.
    2. Audit requirements for federal funds (OMB A-133, as amended):
        a. Audit required. Non-Federal entities that expend $500,000 or more a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of this part. Guidance on determining Federal awards expended is provided in §___.205.
        b. Single audit. Non-Federal entities that expend $500,000 or more a year in Federal awards shall have a single audit conducted in accordance with §___.500 except when they elect to have a program-specific audit conducted in accordance with paragraph (c) of this section.
        c. Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §___.235. A program-specific audit may not be elected for R&D unless all expenditures are for Federal awards received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
        d. Exemption when Federal awards expended are less than $500,000. Non-Federal entities that expend less than $500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in §___.215(a), but records must be available for review or audit by appropriate officials of the Federal or state agency, pass-through entity, and General Accounting Office (GAO).
        e. The audit standards and thresholds for Federal awards may be altered by OMB at any time. DEED will follow the most current standards and thresholds as adopted by the OMB for Federal awards.
    3. The grantee agrees that the federal agency, the General Accounting Office, the grantor, the legislative auditor, the state auditor, and any independent auditor designated by the

grantor, must have such access to grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments, OMB Circular A-133, and these requirements as applicable.

4. For profit grantees and subgrantees. Since A2 above does not apply to for profits, grantees must monitor their subgrantees through a compliance audit by one or more of the following: a) pre-award audits or surveys; b) monitoring during the contract; and/or c) post award audits as defined by DEED.

B. DEED requires the following:

1. Federally funded performance based contracts are included in the definition of federal assistance.
2. Grantees must repay DEED disallowed costs in cash from non-DEED sources (state or federal) or as stated in the grant agreement.
3. Grantees must also submit comments on the findings and recommendations in the single audit report **AND management letter**, including a plan for corrective action taken or planned, and comments on the status of corrective action taken on prior findings.
4. Grantees that have a financial audit must also submit any management letter issued by their CPA firm and a written response to the items addressed in the letter.
5. Grantees (and all tiers of subgrantees except OJT contractors) must use the federal OMB Circulars A21, A87, A110, A122, Common Rule and others as applicable (including modifications) in the administration of all DEED federal and/or state funded grants. General modifications in the circulars:
   - DEED stands in the place of the federal agency in the language of the circulars.
   - Grantees may use their own rules and procedures if they meet the above standards or are more restrictive.
   - Where choices are available, the grant agreement must clearly indicate the required choice (i.e., program income treatment).
   - Grantees' code of ethics must include real, apparent, or potential conflicts of interest regarding procurement and other matters.

6. Certain DEED grantees are required to have limited scope compliance audits performed (requirements are separately transmitted) per generally accepted auditing standards, such as:
   - The Extended Employment Program, or
   - Grantees that are requested by DEED to have such an audit conducted.
7. Grantees of both federal and state funds must have a written cost allocation plan that clearly explains how joint costs are to be charged to each program that the organization operates, or a federally approved indirect cost rate.

C. DEED requires that the audit report contain, in the notes to the financial statements:

1. A brief summary of the methods used to allocate joint costs or a statement that the agency has a federally approved indirect cost rate.
2. A list of all organizations to which the grantee subgranted $25,000 or more in DEED state or pass-through federal funds or a note that no DEED funds are subgranted.

D. DEED requires that auditors:

1. Make sure that subgrantee audit reports are being obtained and adequately reviewed.
2. Review cash management for both state and federal grants. Federal cash management guidelines also apply to state funds. Violations must be disclosed in the audit report.

3. Ensure that all **material related party transactions** are disclosed in the notes to the financial statements. This includes separate entities if a grantee's staff or board member has a financial interest in the entity, if a staff or board member of the grantee is on the board of the separate entity, or if a staff or board member of the grantee is actively involved in the daily operations of the entity, e.g., related party ownership of buildings, equipment, services, etc.

E. Annual reports must be submitted:

   1. For A-133 Audits (including financial statement audits that accompany the A-133 audits):
      a. A paper or electronic copy of the single audit reporting package, as defined in A-133 section 320 (c), financial statement audits **and management letter (with responses)** must be submitted by the auditor and received by DEED. The audits must be received within the required time frame prescribed by the current federal statute, policy, or regulation. The current requirement is nine months. In addition, when requested by DEED, grantees must provide copies of all audits conducted even though the audits were not required.
      b. A copy of the reporting package must be filed by the auditor with the Office of the State Auditor (OSA) Single Audit Division, 555 Park Street, St. Paul, Minnesota 55103, within the required time frame.
      c. A copy of the reporting package must be sent within 30 days after issuance to: Federal Audit Clearinghouse, Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, Indiana 47132.
   2. For Financial Statement Audits Only (A-133 audit not required). A paper or electronic copy of the financial statement audits **and management letter (with responses)** must be submitted by the auditor and received by DEED within the required time frame prescribed by the current applicable statute, policy, or regulation. The current time frame is six and one-half months. In addition, when requested by DEED, grantees must provide copies of all audits conducted even though the audits were not required.

F. DEED grantees who then in turn subgrant DEED funds, and all additional tiers of subgrantees, must do the following:
   1. Require their subgrantees to follow the audit requirements in this document. When requested by AFS or program staff, grantees must provide copies of all audits conducted even though the audits were not required.
   2. Establish a subgrantee audit resolution, debt collection and monitoring system.

G. Allegations of fraud and abuse, and investigations initiated and completed by the grantee and its subgrantees, must be immediately reported, and a written report sent, to the DEED Program Director and to AFS.

H. DEED has oversight responsibilities for employment and training activity of MFIP (TANF) programs even though the funds originally come through the Minnesota Department of Human Services. DEED is concerned about all levels of subgranted funds. By law, these grants/contracts must be operated on a cost basis. If any fund balances have accumulated, that information should be disclosed in the footnotes, the financial statements, or as supplementary information of the audit report.

I. Questions on the above requirements may be directed to Keith Deckert (Keith.Deckert@state.mn.us).

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# Audit Resolution

# Determining the Audit Universe

To determine grantees which are required to submit audits and establish audit resolution priorities based on funding level, the amount of funds granted to DEED grantees must be identified during each calendar year. Each year, AFS obtains a list of all DEED payments to grantees. AFS maintains an audit database for tracking and monitoring and makes the database available to program directors upon request.

# Monitoring and Ensuring Timely Receipt of Audits

DEED requires that A-133 audits and financial statement-only audits are received within the required time frame currently prescribed by the applicable federal or state statute, policy, or regulation after the grantee's fiscal year end. Audits are monitored to ensure they are processed within the required time frame.

AFS Program Staff will:

1. Determine monthly which grantee audit reports are due within 30 days and have not yet been received. Send reminder letters encouraging early submission.
2. If a grantee misses the deadline, send a reminder letter to the grantee. Allow 30 days for a response.
3. When an audit is 60-days late, send a letter to the grantee board chairperson stating that cash payments may be withheld if the audit is not received within 30 days. Send a copy to the program director.
4. Contact the program director to discuss further actions. Work with the grantee, providing technical assistance to meet the requirements.
5. If necessary, notify the subgrantee accountant to stop payments and recommend to the director that an alternative source for program delivery may be needed. When audit is received, ask for payments to be resumed.

# Reviewing and Resolving Audits

In general, grantees should rely on their CPA auditing firms for technical-audit advice. If grantees disagree with audit findings, they should try to resolve the issue during the audit or at the audit-exit conference before the final report is issued. However, grantees may ask for technical advice from DEED during this process. Below is the review/resolution process when AFS receives an audit. It may be used as a guide for other audit resolutions.

AFS will:

1. Within ten days of receipt, send a copy of the audit report to program staff. Complete a review of the federal schedule of awards for the audit-resolution checklist as required.
2. Coordinate with program staff cross-cutting issues and an audit-resolution response that describes whether the audit is satisfactory (including whether all reports required by point E.1 in "Grant Agreement Audit Language" are included). It may include a request for repayment or a closing letter to the grantee board chairman. Care should be taken so that cross-cutting issues are addressed when DEED is the cognizant agency.
3. Send the audit resolution response to the grantee, with copies to the program director. Allow 30 days for a response; if the audit is satisfactory, no response is required.

Grantee will:

1. Respond in writing within 30 days to an audit resolution letter where a response is requested. Provide the following: a) documentation to support questioned costs and/or; b) proposed corrective action steps and dates for implementation; and/or, c) a corrected copy of the final FSR (Financial Status Report) with a refund to DEED.

AFS/Program Staff will:

1. Evaluate grantee responses according to the criteria shown in the section "Resolution of Questioned Costs Criteria." If the audit resolution remains unsatisfactory, issue an interim determination after consulting with the program director and the Chief Financial Officer. Allow an additional 30 days for correspondence with the grantee; grantee may request an informal meeting to review facts.
2. Issue a final determination letter within 180 days after receipt of audit. If grantee does not respond, follow monitoring steps in "Monitoring and Ensuring Timely Receipt of Audits."

NOTE: Grantees must repay DEED disallowed costs (see the sections "Repaying Non-WIA State or Federal Funds" and "Repaying WIA Funds"). A final determination letter starts the debt collection process (see "Debt Collection"). Grantees may file a grievance according to program requirements.

# Resolution of Questioned Costs Criteria

Costs are allowable when they are reasonable and necessary to accomplish the grant objectives and conform to limitations established by the grant agreement and state/federal laws and regulations. The points below should be considered when resolving a questioned cost:

1. The nature of the cost, and whether it can be justified in terms of what was necessary for the program;
2. Whether adequate guidance was available to the grantee at the time the questioned cost was incurred;
3. The actions taken by the grantee to correct the problem and to prevent similar occurrences in the future;
4. If costs were questioned due to inadequate supporting documentation, whether the grantee can reconstruct the required documentation and take steps to ensure adequate documentation for future grants;
5. Whether work plan, special conditions, and budget violations are justified (the grantee's response must fully justify the action taken as a program necessity and identify the procedures that have been initiated to prevent subsequent recurrence);
6. If the costs resulted from the grantee's failure to correct faults in its accounting system which had been brought to its attention in previous audits, these costs will be recovered; and,
7. For WIA funds, stand-in costs may be allowed per 20 CFR, Subpart C, 667.300(2).

Where costs are unsupported, the grantee must reconstruct adequate documentation by getting an invoice from the vendor, signed affidavits from employees on travel or other personal services, and/or proper approvals by agency officials where costs are unbudgeted.

If the grantor decides the response is not adequate for allowing the costs, the grantee will receive written notice of the final debt. Grantees may submit a formal written appeal within 30 days of the final debt notification. Appeals based on submission of new evidence will be considered by the grantor; new material, information, or documentation may allow a change in the previous determination. Appeals questioning regulations or statutes **will not be considered**.

The appeal must be in writing and contain a clear statement of the issues to be considered in the appeal. A cash restitution will be required for amounts disallowed because of reckless misuse of funds, failure to institute ordinary and prudent fiscal control, and/or disallowances as a result of statutory limitations.

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# Debt Collection

A debt is established when DEED determines, and/or the grantee acknowledges, the amount of misspent funds discovered through auditing, monitoring, close-outs, reports, or other investigation. DEED will aggressively pursue collection of debts if the grantee does not voluntarily repay them.

## Pursuing Debt Repayment

When issuing a final determination or if the grantee will not acknowledge or repay the debt, AFS will write a "demand for repayment" letter that will include the following.

1. The nature and amount of debt.
2. The date by which repayment must be made.
3. A statement that interest will begin to accrue on the debt 30 days from the date of notice at the rate prescribed by the U.S. Treasury for federal funds and the Minnesota Department of Revenue for state funds.
4. A statement that if the grantee appeals this decision, repayment may be delayed until an appeal decision is made. However, if the grantee loses the appeal, the principal plus accrued interest from the designated repayment date must be paid in full.
5. Notice that DEED may use one of these options:
    - Terminate some or all financial grants with the grantee
    - Impose sanctions according to program requirements
    - Ask the Minnesota Attorney General's Office for assistance with appropriate legal action
    - Use administrative offset to collect debts; reimbursement due to the grantee may be used to offset the debt
    - Require cash repayment
    - Allow use of stand-in costs, or
    - Refer unpaid debt to the Minnesota Department of Revenue for collection.

If the grantee does not respond, AFS will consult with the appropriate program staff to exercise one of the options above. The sanction(s) will continue until the required action has been completed.

## Repaying State or Federal Funds

Grantees must repay DEED disallowed costs in cash from non-DEED sources (state or federal) or as stated in the grant agreement. Repayment of non-WIA (Workforce Investment Act) funds must be paid in full (there are more specific requirements for repaying WIA funds in Section 184 of the Act). However, in cases of demonstrated hardship, DEED and the grantee may develop an installment plan.

A grantee's letter of transmittal accompanying repayment to DEED must include the grantee's name, grant numbers, program title, year to which repayment applies, and a revised FSR. When the grantee cash is received, AFS will take appropriate action to fulfill funding source requirements.

## Repaying WIA Funds

Workforce Investment Act (WIA) debts that are due to the conditions cited below must be repaid with non-federal funds to DEED, which will in turn send the payments to the US Department of Labor (DOL):

1. "Willful disregard of the requirements of the Act, gross negligence, or failure to observe accepted standards of administration," under Section 184(d) (1) of the Act; or
2. "Incidents of fraud, malfeasance, misapplication of funds" or other serious violations defined in TEGL (Training and Employment Guidance Letter) No. 6-84; or
3. "Illegal acts or irregularities" which are required to be reported.

WIA debts will be paid per *Section 184, Fiscal Controls; Sanctions* of the Act; and *Part 667, Administrative Provisions under Title I of the Workforce Investment Act, Subparts E, F, and G* of the Rules and Regulations (see the Workforce Investment Act and WIA final regulations).

# EXHIBIT D

1) Minnesota Government Data Practices Act: Compliance Checklist
2)
    a) The Tennessen Warning Notice
    b) Sample Tennessen Warning Notice

# Tennessen Warning Notice

### What is a Tennessen warning notice and when is it required?

When a government entity collects private/confidential data from an individual about that individual, the entity must give him/her a Tennessen warning notice (see Minnesota Statutes, section 13.04, subdivision 2). The purpose of the notice is to enable an individual to make an informed decision about whether to give data about her/himself to the government entity. A government entity may not collect data on individuals unless the collection is necessary to carry out its duties under a program specifically authorized by the legislature or local governing body or mandated by the federal government (see Minnesota Statutes, section 13.05, subdivision 3).

### When does a government entity not have to give a Tennessen warning notice?

- The individual volunteers the data, the entity didn't ask for it
- The data are not about the individual being asked
- The data about the individual are public
- The individual is asked to provide criminal investigative data to a law enforcement officer under Minnesota Statutes, section 13.82

### What must a government entity include in the Tennessen warning notice?

- The purpose and intended use of the data, i.e., why the government entity is collecting the data from the individual, and how it plans to use the data within the entity
- Whether the individual is legally required to provide the data, or may refuse to do so
- Any consequences known to the government entity if the individual provides the asked-for data
- Any consequences known to the government entity if the individual does not provide the asked-for data
- The identities of other persons or outside entities known to the government entity that are authorized by law to have access to the data. All Tennessen warning notices should include, for example, that data may be shared upon court order or provided to the state or legislative auditor, but the warning notice must also list those persons specifically authorized to access the data under state or federal laws.

### What are the consequences to a government entity for failing to give a Tennessen warning notice?

With limited exceptions, a government entity may not collect, store, use, or disseminate private or confidential data for any purpose other than those specified in the Tennessen warning notice, or per section 13.05, subdivision 4. (Advisory Opinion 95-028) If an agency fails to give the Tennessen warning notice, the agency may not use or store the information received for any purpose.

### What is the connection between a Tennessen Warning notice and an informed consent?

After giving a Tennessen warning notice and collecting data from an individual, a government entity may wish to use the data differently than it described, or may wish to release the data to a different entity or person other than it described in the notice. In either of these situations, the government entity would need to obtain informed consent from the data subject.

### What else should a government entity consider when creating Tennessen warning notices?

- A government entity should seek legal advice when developing Tennessen warning notices to ensure that they are tailored to meet the entity's specific needs for that data collection.
- A government entity should not try to develop an all-purpose Tennessen warning notice. Most government entities need to develop several Tennessen warnings, each one tailored for the specific program or reason for collecting the data.
- A government entity should consult its legal advisors to identify the specific legal authority to collect the data, which will help determine the specific reasons for which the entity is collecting the data, how it will use the data within the entity, and who outside the entity is authorized to get access to the data.
- The law does not require written Tennessen warning notices, but written documentation is recommended. It's a good idea to ask the individual to sign and date the notice, and give her/him a copy. If the Tennessen warning notice is given in electronic format, an e-form should provide a way for the individual to indicate that s/he has read and understands the notice.
- Entities are not required to provide notice when they collect *public* data; however, entities might consider providing a so-called "reverse Tennessen warning" in certain circumstances. For example, data about a member of the public requesting access to public data are presumptively public and an entity could explain that to a data requester.

201 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155 • Phone: 651-296-6733 or 800-657-3721 • info.ipad@state.mn.us • Contact Us •
Advisory Opinions RSS

SAMPLE

# WorkForce Center Services - Tennessen Warning Notice

Minnesota Department of Employment and Economic Development (DEED)

The data we are asking you to provide about yourself is considered private data by Minnesota Statute 13.47 subdivision 2. In order to collect and use this data, we must tell you why we need the data, how we intend to use it, and any consequences you may experience if you do or do not supply the information.

**Why we need the data**

- Your Social Security Number is requested to identify you as a unique individual.
- Personal characteristics: age, gender, ethnicity, race, disability and economic status is collected to evaluate our performance and, in some cases, to determine if you're eligible for special assistance.
- Veteran status is asked to determine if you are eligible for special services and to evaluate our service delivery.
- Work and education history is used to help you plan your employment and training goals.

**How we intend to use the data**

Work and education history and your contact information may be shared with prospective employers. We may share information about you with other employment and training service providers in order to determine what services you may be eligible for and to coordinate services provided to you. Data may be shared with federal and state entities that provide funding for WorkForce Center services. Additionally, other government entities with a legal right to this data may see your information.

**Consequences to you**

You can refuse to supply any or all of this information; you are not legally required to provide any of this information to use WorkForce Center services. However, not supplying sufficient information may limit our ability to provide you the services you want.

**For more information**

- DEED Data Practices - www.deed.state.mn.us/privacy.htm
- Minnesota Data Practices Act - www.revisor.leg.state.mn.us/stats/13/
- Minnesota Department of Administration, Information Policy Analysis Division (IPAD) - www.ipad.state.mn.us/index.html

**Individual's Acknowledgement**

I have read and understand this notice.

- Name: ______________________________
- Parent or Guardian Signature: ______________________
  (if data subject is under age 18)
- Date: ______________________________

EMPLOYMENT AND ECONOMIC DEVELOPMENT

**Instructions**

**Authorized Signature Form for Cash Requests**

Send one completed form to the address indicated in "MAIL TO." You may use one form to include all grants. When authorities are limited to specific grants, however, more than one form will be required. List the authorized limits in the "Remarks" section. Please obtain at least two authorized signatures to facilitate back-up. **Original signatures are required. Faxed copies are not acceptable.**

Submit new forms when there is a change in personnel authorized to sign requests, change in the address; or in the authorized limits. A change in the title or position of authorized personnel does not require a new form if the authority remains unchanged.

**Grant Recipient Name and Address**: Enter the legal name and complete address of the Grant Recipient.

**Printed Name and Signature:** Enter the original signature and the typed name(s) of the individual(s) authorized to request cash, Facsimile signatures are not permitted. If more than four persons are authorized, use additional forms and annotate: 1 of 2; 2 of 2; etc.

**Certification of Authorizing Official:** Enter the date, signature, and titles of the official authorized to certify the signatures.

**Approved:** Leave Blank.

EMPLOYMENT AND ECONOMIC DEVELOPMENT

**Authorized Signature Form for Cash Requests**

Grant Recipient Name:

Grant Recipient Address:

Signatures of Individual(s) Authorized to Draw Cash:

☐ Only one signature required ☐ Any two signatures required

Printed Name and Signature:

Printed Name and Signature:

Printed Name and Signature:

Printed Name and Signature:

I certify that the signatures above are of the individuals authorized to draw cash for all DEED funding, or as listed in remarks.

Authorizing Official

DEED Certifying Officer

Remarks:

# 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.

__________________________________________________________

Program/Title Contract Number

__________________________________________________________

Subrecipient/Contractor Organization (Agency)

__________________________________________________________

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.

---

Subrecipient/Contractor Organization (Agency)

Name and Title of Authorized Representative

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.

## Conflict of Interest Disclosure Form

This form gives grantees an opportunity to disclose any actual, potential or perceived conflicts of interest that may exist when receiving a grant. It is the grantee's obligation to be familiar with the Office of Grants Management (OGM) Policy 08-01, Conflict of Interest Policy for State Grant-Making 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, POTENTIAL, or PERCEIVED 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, POTENTIAL, or PERCEIVED 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.

Printed name:

Signature:

Organization:

Date:

1542 Northway Drive
St. Cloud, MN 56303
320.308.5320
https://CareerSolutionsJobs.org

JPB/LWBD-Exec Meeting – 03.12.2020
Attachment 4.D.

# Career Solutions
# Local Priority of Service Policy *(First Reading)*

**Date Updated:** March 12, 2020

**Summary**
Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker, Minnesota Dislocated Worker and WIOA Adult program service providers must implement a written priority of service policy for program enrollment and delivery of services that incorporates required priority of service for specific populations. At written policy is vital during times of limited resources. In addition, Career Solutions follows DEED's Priority of Service Policy.

**Relevant Laws, Rules, or Policies**
Training and Employment Guidance Letter WIOA No. 19-16
Workforce Innovation and Opportunity Act Section 134(c)(3)(E)
Workforce Innovation and Opportunity Act Regulations 20 CFR Part 680.600 through .660.

**Definition**
Priority of Service is a system for screening and enrolling participants who are most in need when resources are limited.

**Priority of Service**
1st Priority – Veterans and eligible spouses (covered persons) who are:
- Low income, or
- Recipients of public assistance, or
- Who are basic skills deficient

*Note: military earnings should not be included when calculating income for veterans or transitioning service members for this priority

2nd Priority – Individuals (non-covered persons) who are:
- Low income, or
- Recipients of public assistance, or
- Who are basic skills deficient

3rd Priority – Veterans and eligible spouses who are:
- Not low income, or
- Not recipients of public assistance, and
- Are not basic skills deficient

4th Priority – Priority populations established by the Governor and/or Local Workforce Development Boards as outlined in the State, Regional, and Local Plans.
- Individuals of color;

- Individuals with disabilities, including youth who are individuals with disabilities (as defined in WIOA sec. 3(25) (includes individuals who are in receipt of Social Security Disability Insurance);
- Individuals seeking employment to reduce gender inequities;
- Individuals with barriers to employment as identified under WIOA:
    - Displaced homemakers (as defined in WIOA sec. 3(16));
    - Low-income individuals (as defined in WIOA sec. 3(36));
    - Indians, Alaska Natives, and Native Hawaiians (as defined in WIOA sec. 166(b));
    - Older individuals (age 55 and older) (as defined in WIOA sec. 3(39));
    - Ex-offenders ("offender" as defined in WIOA sec. 3(38));
    - Homeless individuals or homeless children and youths (see Attachment III);
    - Individuals who are:
    1. English language learners (WIOA sec. 203(7)),
    2. Individuals who have low levels of literacy (an individual is unable to compute or solve programs, or read, write, or speak English at a level necessary to function on the job, or in the individual's family, or in society); and
    3. Individuals facing substantial cultural barriers;
- Eligible migrant and seasonal farmworkers (as defined in WIOA sec. 167(i)(1-3);
- Individuals within two years of exhausting lifetime TANF eligibility;
- Single parents (including single pregnant women);
- Long-term unemployed individuals (unemployed for 27 or more consecutive weeks);

**Priority Populations under WIOA**
Services provided to adults and dislocated workers under title I of WIOA can be a pathway to the middle class and to maintain and build skills to remain in the middle class. Across all titles, WIOA focuses on serving "individuals with barriers to employment", defined in WIOA section 3(24) and seeks to ensure access to quality services for these populations. The WIOA Final Rules discuss priority and special populations for the Adult and Dislocated Worker programs at 20 CFR 680.600 through .660.

**Statutory Priority for Adult Funds**
Section 134(c)(3)(E) of WIOA establishes a priority requirement with respect to funds allocated to a local area for adult employment and training activities. Under this section, American Job Center staff when using WIOA Adult funds to provide individualized career services, as described in Section 4 of this TEGL, training services, or both, as described in Section 7, must give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. WIOA sec. 3(36) defines "low-income individual" and WIOA sec. 3(5) defines "basic skills deficient" (see Appendix IV for full definition). ETA notes that individuals who are English language learners meet the criteria for "basic skills deficient" and must be included in the priority populations for the title I Adult program. Under WIOA, priority must be implemented regardless of the amount of funds available to provide services in the local area. States are required to develop policies and procedures for applying this priority, including monitoring local areas' compliance with this priority.

Under WIOA, there is no exclusion of payments for unemployment compensation, child support payments, and old-age survivor's insurance benefits from the income calculations for determining if an individual is low-income. These exclusions that were previously provided under WIA sec. 101(25) no longer apply.

The priority established in the previous paragraph does not necessarily mean that these services may only be provided to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. The Local WDB and the Governor may establish a process that also gives priority to other individuals eligible to receive such services, provided that it is consistent with priority of service for veterans (see 20 CFR 680.650) and the priority provisions of WIOA sec. 134(c)(3)(E) and §680.600. Any additional priority populations identified by the State and Local WDB should be reflected in the State's WIOA Unified or Combined Plan, as well as the local area plan(s). Additionally, entitlement must be exhausted before the veteran or eligible spouse can be enrolled in WIOA funded training. However, VA benefits for education and training services do not constitute "other grant assistance" under WIOA's eligibility requirements. Therefore, eligibility for VA benefits for education or training services do not preclude a veteran or the veteran's eligible spouse from receiving WIOA funded services, including training funds. Similarly, WIOA program operators may not require veterans or spouses to exhaust their entitlement to VA funded training benefits prior to allowing them to enroll in WIOA funded training.

**Effective Date:** *First Reading on March 12, 2020, Second Reading on April 9, 2020*

**Contact Person:** Development Director and/or Career Planner

1542 Northway Drive
St. Cloud, MN 56303
320.308.5320
https://CareerSolutionsJobs.org

JPB/LWDB-Exec Meeting – 03.12.2020
Attachment 4.E.

# Career Solutions
# Incentives for Youth Policy *(First Reading)*

**Date Updated:** March 12, 2020

**Subject:**
Incentive Payments to Youth Participants under Workforce Innovation and Opportunity Act (WIOA) and Minnesota Youth Programs (MYP) and other programs operated by Career Solutions with funding allowing incentive payments.

**Purpose:**
The Workforce Innovation and Opportunity Act (WIOA) 20 CFR § 681.640 states that "incentive payments to youth participants are permitted for recognition and achievement directly tied to training activities and work experience. The local program must have written policies and procedures in place governing the award of incentives outlined in writing before the commencement of the program that may provide incentive payments; align with the local program's organizational policies; and are in accordance with the required contained in 2 CFR part 200."

**Background:**
DOL included in the reference of the Uniform Guidance at 2 CFR part 200 to emphasize that while incentive payments are allowable under WIOA, the incentives must be a compliance with the Cost Principles in 2 CFR part 200. For example, federal funds must not be spent on entertainment costs. Therefore, incentives must not include entertainment, such as movies, sporting event tickets, or gift cards to move theaters or other venues whose sole purpose is entertainment. Additionally, there are requirements related to internal controls to safeguard cash, which also apply to safeguarding of gift cards, which are essentially cash.

While the DOL recognizes that incentives could be used as motivators for various activities such as recruitment, submitting eligibility documentation, and participation in the program, incentives paid for with WIOA funds must be connected to recognition of achievement for milestones in the program tied to work experience, education, or training. Such incentives for achievement could include improvements marked by acquisitions of a credential or other successful outcome.

All incentive cards are to be kept and tracked, according to the program funding stream in which they were purchased, and according to which type/business they are attached to. Youth participants may receive a stipend for specific trainings. These stipends will be considered incentives for completing required training and will not be provided with gift cards, but rather check, or pre-loaded debit card.

**Policy on Incentive Payments to Youth:**
- Incentive payments will result from completion of activities that are tied to goals in the client Individual Service Strategy (ISS) and the overall programming goals of the program in which the client is enrolled and participating.
- Amounts of incentive funds a client may receive will be reasonable.

- Amounts of incentive will be in relation to the difficulty of achievement of the goal.
- Incentives will be administered in an equitable manner avoiding arbitrary or discriminatory practices.

Youth may receive incentives if all documents are in their file and up to date, at the time of requests is made for a youth who has achieved a goal. Youth will receive a gift card valued from $25 to $50 each.

Qualifying achievements for incentive include (but not limited to):

| Type of Achievement | Paper Documentation | Amount Payable |
|---|---|---|
| Completion of GED test (incentive can be offered for **each** test completed) | Copy of official document showing passed test | The successful completion of each GED test = $25 and/or $100 total |
| Attainment of High School Diploma or HSED/GED (only applies if incentive was not given for each individual tests) | Copy of GED/HSED or transcript showing graduation | Successful attainment = $100 |
| Post-Secondary Certificate or Degree | Copy of Diploma/Certificate or transcript showing what was awarded | Successful attainment = $100 |
| Post-Secondary Semester Completion (with a pass) | Copy of transcript | $25 |
| A minimum of 40 hours of Community Service/Volunteer Work. This must be with or through a Community Organization/Agency (not applicable if court order) | Service Provider Unpaid Work Experience Time sheet verifying the hours | $50 |
| Basic Skills improvement – successful completion of CASAS/TABE post-test: increase at least one Education Functioning Level (EFL) | Copies of CASAS/TABE pre and post-tests | $25 |
| Obtaining Unsubsidized Employment | Copy of letter of offer from employer or pay stub. Other source such as UI records, or self-attestation, etc. | $25 |
| Retention of employment for 90 consecutive days | Pay stub, other sources such as UI records, etc. | $25 |
| Completion of work readiness or occupation skills goals | Worksheet, certificates | $25 each |

**Note: Gift cards/certificates will not be provided for food/entertainment venues.*

**The Process:**
Once a youth has completed a goal listed above. The Career Planner can issue the gift card and sign off on the incentive log.

**How Incentives will be Documented and Tracked:**
A log sheet of all incentives will be kept by program. Incentives will be recorded by Career Solutions authorizing and distributing the incentive. List of incentives awarded by program will be given to and reviewed by the Career Solutions Development Director no less frequently than a yearly basis.

**Workforce One (WF1) Coding:**
The transfer of the Support Services between the Career Planner and the participant shall be cased noted.

**Effective Date:** *First Reading on March 12, 2020, Second Reading on April 9, 2020*

**Contact Person:** Development Director and/or Career Planner

# PREPAID DEBIT CARD AGREEMENT

This Prepaid Debit Card Agreement (this "Agreement") is dated the ____ day of March, 2020 between U.S. BANK NATIONAL ASSOCIATION, a national banking association ("U.S. Bank"), and STEARNS-BENTON EMPLOYMENT & TRAINING COUNCIL d/b/a Career Solutions, a Minnesota corporation (the "Client").

U.S. Bank is a member of Card Networks and issues Card Network-branded debit cards, check cards, prepaid debit cards and other banking cards to cardholders; and

Client is seeking to provide [DESCRIBE THE DISBURSEMENTS] payments to certain [DESCRIBE THE RECIPIENTS] ("Recipients") in a Card Network-branded prepaid debit card account; and

U.S. Bank is willing to issue prepaid debit cards and perform related services to support the Client's program, subject to the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual promises set forth in this Agreement, U.S. Bank and Client agree as follows:

## Article 1
## DEFINITIONS

For the purposes of this Agreement, the following definitions will apply:

"Account" means a prepaid debit card account operating through a centralized pool or funds, with an individual sub-account set up for each participating Cardholder, funded through periodic deposits made by Client, and accessible using a prepaid debit card issued by U.S. Bank.

"ACH" means the Automated Clearing House consisting of a collection of electronic interbank networks used to process transactions electronically.

"Administrative Web Portal" means the proprietary web-based prepaid administrative portal hosted by U.S Bank that Client may use to enroll Cardholders, load and activate Cards, manage Card inventory, and view reports regarding the Program.

"Affiliate" means, with respect to a party, any Person that is directly or indirectly in Control of, is under the Control of, or is under common Control with that party, as of the date of this Agreement or thereafter.

"Applicable Law" means with respect to any party, any law, ordinance, statute, treaty, rule, judgment, regulation or other determination or finding of or agreement with any arbitrator, court or other governmental authority applicable to or binding upon a party or to which a party is subject, whether federal, state, county, local, municipal, or otherwise.

"ATM" means an automated teller machine.

"Business Day" means any day other than a Saturday, Sunday or federal legal holiday.

"Card" means a prepaid debit product bearing U.S. Bank Marks and either Visa Marks or MasterCard Marks.

"Card Collateral" refers to the Cardholder Agreements, promotional materials, and any other documents, disclaimers, notices, and disclosures provided by U.S. Bank for delivery to Cardholders in the manner directed by U.S. Bank.

"Cardholder" means a Recipient who requests and receives a Card under the Program.

"Cardholder Agreement" means the written agreement between U.S. Bank and each Cardholder that will govern the terms and conditions of each Card and the related Account.

"Cardholder Data" has the same meaning for same term as defined in the Payment Card Industry - Data Security Standards, as promulgated by the Card Networks from time to time.

"Card Network" refers to Visa U.S.A., Inc., Visa International, Inc., Plus System, Inc., MasterCard International Inc., Maestro, or Cirrus System, Inc.

"Card Security Guidelines" refer to the written instructions provided to Client by U.S. Bank describing the way Client must securely store any Card stock in its possession and control, as the same may be modified from time to time. U.S. Bank's current Card Security Guidelines are attached as Exhibit C to this Agreement.

"Client Marks" refers to the Client's name, as well as any other logo, trademark, or service mark owned by Client.

"Client Representatives" mean those Persons that Client has authorized to transmit information to U.S. Bank or to whom Client has granted access to the Administrative Web Portal. Client may assign differing levels of authority to its Client Representatives from the menu of options offered in the System.

"Confidential Information" means proprietary information belong to a party, including but not limited to, its marketing philosophies and objectives, promotional materials and efforts, financial results, technological developments, customer names, addresses, and other identification information, prepaid debit card account numbers, account information, and other similar confidential or proprietary information and materials.

"Control" means the possession, directly or indirectly, of 50% or more of the voting power for the election of directors of any entity, or the power to direct or cause the direction of the management and policies of that entity, whether through ownership of voting rights, by contract, or otherwise.

"Disbursement" means the loading of funds onto an individual Card by Client.

"Disbursement Amount" refers to the dollar value to be loaded onto a Cardholder's Account.

"Fee Schedule" refers to the schedule of fees and costs set forth in Exhibit B to this Agreement.

"FII Card" means a non-personalized instant issue Card issued pursuant to the Program.

"FII Cardholder" means a Recipient who requests and receives an FII Card.

"Force Majeure Event" means any cause or event of any nature whatsoever beyond the reasonable control of a party, including strikes, riots, earthquakes, epidemics, terrorist actions, wars, fires, floods, weather, power failure, telecommunications outage, acts of God or other failures, interruptions or errors not directly caused by that party.

"Funding Account" means a centralized pool of funds held at U.S. Bank with a digitally segregated sub-account set up for Client that is funded through periodic deposits with U.S. Bank by Client (by means of ACH transfers or otherwise) and which is accessible through the use of a (real or virtual) prepaid debit card issued and serviced by U.S. Bank. The Funding Account will only be used by Client to make Disbursements to Cards.

"MasterCard Marks" means all names, logos, trademarks, and service marks owned by MasterCard Worldwide and its subsidiaries in the United States.

"Network Rules" means the applicable by-laws and operating rules of any electronic funds payment network, including rules promulgated by any Card Network or the National Automated Clearinghouse Association.

"Person" means any corporation, company, group, partnership, other entity, or individual.

"Personalized Card" means a Card issued pursuant the Program for a particular Cardholder that bears the respective Cardholder's name.

"POC" means that individual designated by a party to serve as that party's primary point-of-contact with respect the implementation and administration of the Program.

"Program" means the program between U.S. Bank and Client for the issuance of Cards to Cardholders, according to the terms of this Agreement.

"Program Description" means the description of certain features of Client's Program and the duties of the parties in relation to the Program found in Exhibit A to the Agreement.

"Program Launch" means the date the first Disbursement is made onto a Card under the Program other than loads made to any test cards.

"Subcontractor" means any subcontractor, vendor, or third party retained by U.S. Bank to perform some or all of its obligations under this Agreement.

"Subsidiary" means any corporation or other entity under the Control of a party, either directly or through one or more of its Subsidiaries.

"System" refers to the U.S. Bank Processing System. The System consists of digital applications, procedures, forms and other related materials that have been acquired or developed by U.S. Bank.

"U.S. Bank Marks" refers to the names "US Bank" and "US Bancorp" and the US Bank and shield design, U.S. Trademark Registration No. 2,247,139, registered on May 25, 1999, which are owned by U.S. Bancorp or one or more of its Subsidiaries, as well as any other trademark or service marks owned by U.S. Bancorp that include the terms "US Bank" ("UBANK," "US," "U") or "US Bancorp," however these terms may be capitalized or punctuated.

"Visa Marks" refers to the "Visa" service mark and the Three Bands Design, along with all other logos, trademarks and service marks owned by Visa U.S.A. or Visa International, Inc.

## Article 2
## PROGRAM LAUNCH

2.1 Prior to Program Launch. To assist the federal government of the United States of America in preventing the funding of terrorism and money launderings, the law of the United States of America requires all financial institutions to obtain, verify and record information that identifies each Person that opens an account, and to screen such Person before opening an account. Accordingly, prior to Program Launch, Client shall provide to U.S. Bank its legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to adequately identify Client prior to establishing an Account funded by Client. U.S. Bank may, upon request, require Client to promptly provide U.S. Bank with any additional documentation regarding the identity of Client, or any Person affiliated with the Client, that U.S. Bank believes is necessary for U.S. Bank to meet its obligations to comply with all Applicable Laws. Client acknowledges that the Program may not be launched, or may be terminated following launch, if the Client, or any Person affiliated with the Client, fails to pass the required screening to the satisfaction of U.S. Bank.

2.2 Program Launch. U.S. Bank and Client will use commercially reasonable efforts to cooperate in the timely implementation of the Program according to the terms of this Agreement.

## Article 3
## MARKS AND LOGOS

3.1 Use of Client Marks. Client hereby grants to U.S. Bank a non-exclusive, non-transferable limited license to use any Client Marks in connection with the Program, which uses include, without limitation, advertising, promotional and public relations materials, Card Collateral and any other item reasonably necessary to the establishment, operation or advancement of the Program. If desired by U.S. Bank, subject to the prior written approval of Client, whose written approval will not be unreasonably withheld or delayed, U.S. Bank may use Client Marks for other promotional purposes in connection with the Program. Client shall be deemed to have approved the proposed use if Client fails to disapprove U.S. Bank's request in writing within 15 Business Days following the date when U.S. Bank's written request for approval was made to Client. U.S. Bank hereby accepts this license subject to the terms and conditions provided in this section. This limited license will terminate upon termination of this Agreement; provided, that U.S. Bank will be afforded six months following the termination of this Agreement to replace all documentation relating to the Program with documentation that does not bear Client Marks in connection with the orderly termination of the Program. U.S. Bank acknowledges that Client or its Affiliates are the owners of the Client Marks, and U.S. Bank will have no right, title or interest in the Client Marks other than the license specifically granted in this section, and U.S. Bank will do nothing inconsistent with such ownership.

3.2 Use of U.S. Bank Marks. U.S. Bank hereby grants to Client a non-exclusive non-transferable limited license to use the U.S. Bank Marks solely in connection with the Program. Client acknowledges that it has no right, title or interest in and will not use the U.S. Bank Marks without U.S. Bank's specific prior written consent, which consent will not be unreasonably withheld or delayed if the proposed use thereof by Client is for advertisements or promotions in connection with the Program. U.S. Bank will be deemed to have approved the proposed use if U.S. Bank fails to disapprove Client's request in writing within 15 Business Days following the date when written request for approval was made to U.S. Bank by Client. Client hereby accepts this license subject to the terms and conditions provided in this section. This limited license terminates upon termination of this Agreement. Client acknowledges that U.S. Bancorp, or one or more of its Affiliates or Subsidiaries, is the owner of the U.S. Bank Marks. Client will have no right, title or interest in the U.S. Bank Marks other than the license specifically granted in this section, and Client will not do anything inconsistent with such ownership.

3.3 Third Party Marks. Client has no right, title or interest in, nor will Client use, any Visa Marks or MasterCard Marks without specific prior written consent of the owner of the mark.

3.4 Additional Mark Provisions. To the extent such use is permitted under this Agreement, a party may only use the other party's name and marks only in the form and manner and with appropriate legends as prescribed from time to time by the proprietor of such name or mark, and except as otherwise set forth in this Agreement, a party will not use any other trademark or service mark in combination with such other party's name or mark without the prior written approval of the owner of such name or trademark. Each party will promptly notify the other party of any unauthorized use by others of such other party's name or mark, which may come to such other party's attention. Each party has the sole right and discretion to bring infringement or unfair competition proceedings involving its own name or mark.

## Article 4
## RESPONSIBILITIES OF U.S. BANK

4.1 Card Issuance.

(a) U.S. Bank will issue a Card to a Recipient following Client's notification to U.S. Bank of Client's receipt of the Recipient's request for a Card, but only after U.S. Bank completes its review and processing of that Recipient's request in accordance with U.S. Bank's internal procedures and eligibility criteria, as the same may be adopted from time to time by U.S. Bank in its sole discretion.

(b) U.S. Bank may, in its sole discretion, undertake periodic reviews of Cardholders and their Accounts to manage risks associated with fraudulent card use and other Account activity which has the potential of exposing U.S. Bank to financial loss. U.S. Bank reserves the right to take any necessary actions to stop such activity on the Account. For any Account closed pursuant to this section, subsequent transmission of Load Value will be rejected and a report will be generated confirming such rejection. U.S. Bank will notify Client in writing of any actions taken pursuant to this section within ten Business Days.

(c) With respect to FII Cards, U.S. Bank shall provide Client with access to the Administrative Web Portal which will allow Client to enroll, register and load FII Cards on a near-instantaneous basis for distribution to FII Cardholders. FII Cardholders who receive FII Cards shall receive them from Client in a pre-activated status or ready to activate status, and with or without funds loaded by Client in Client's discretion. U.S. Bank shall ensure each such FII Card may continue to be used for such purpose until FII Card expiration or depletion of funds on the FII Card. U.S. Bank shall record the issuance of each FII Card and track FII Card issuance, usage, fee collection and closure. FII Card inventory shall be distributed to Client (if Client utilizes multiple FII issuance locations, FII Card stock delivery charges will be paid by Client, per a method acceptable to U.S. Bank in its discretion), who shall be responsible for the security and distribution of FII Cards. To the extent there is any conflict between a term referring to "FII Cards" and any other term referring to "Cards" in general, the term referring specifically to "FII Cards" shall control with respect to FII Cards.

(d) With respect to Personalized Cards, U.S. Bank will place Personalized Cards in the mail to each Recipient who elects to receive a Personalized Card no later than three Business Days following U.S. Bank's receipt from Client of a request for same containing complete and accurate information regarding the Cardholder as required by U.S. Bank. Also, upon the request of an FII Cardholder, U.S. Bank will issue to such FII Cardholder a Personalized Card as a replacement Card. The FII Card being replaced will remain active until the Cardholder activates the new Personalized Card. The new Personalized Card will access the same Account tied to such FII Card.

(e) Client may opt to offer its Recipients (i) only FII Cards, (ii) only Personalized Cards, or (iii) both FII Cards and Personalized Cards under the Program.

(f) Notwithstanding anything in this Agreement to the contrary, U.S. Bank may refuse to issue a Card to any Person if U.S. Bank determines that the issuance or use of the Card would violate a Network Rule or any Applicable Law, or would otherwise pose an undue level of risk to U.S. Bank.

4.2 Design and Manufacture of Cards.

(a) U.S. Bank will purchase plastic stock and be responsible for ordering, embossing, encoding and delivering Cards. U.S. Bank will provide a standard card design. Each Card will bear the U.S. Bank Marks and the marks of the appropriate Card Network.

(b) Unless specifically stated otherwise in the price tables contained in the Exhibits to this Agreement, U.S. Bank will bear the expense of manufacturing standard-issue Cards issued to Cardholders.

4.3 Design of Statements and Card Collateral.

(a) U.S. Bank will produce Account statements and Card Collateral, subject to all Applicable Laws and Network Rules, using designs created by U.S. Bank. U.S. Bank will bear all costs and expenses for the design, printing and production of the Account statements and Card Collateral.

(b) U.S. Bank will be responsible for the provision to Cardholders of monthly Account statements that will contain information relating to transactions performed with their Cards. U.S. Bank may, in its discretion, provide Cardholders with electronic statements accessible via the internet or paper statements.

4.4 U.S. Bank Operational Responsibilities. U.S. Bank shall administer the Program in accordance with the Program Description. U.S. Bank is also responsible for Account set-up, Card fulfilment, Account reconciliation, responding to Cardholder inquiries, chargeback processing, Disbursement processing, interaction with Card Network systems, transaction processing, and collections. U.S. Bank will not be responsible for determining the amounts to be paid to Cardholders or the calculation of Cardholder Disbursement Amounts.

4.5 U.S. Bank Customer Service. U.S. Bank will maintain a trained staff to assist Client with Cardholder inquiries or complaints regarding the Program.

4.6 Provision of Program Information.

(a) U.S. Bank shall provide information to Client for each month in which Cards are issued and outstanding, including but not limited to Card registration, order and load verification reports.

(b) Any and all information Client receives from U.S. Bank regarding the Program shall be deemed to be Confidential Information of U.S. Bank, and may only be used by Client in connection with the Program.

(c) In no event will U.S. Bank be obligated to provide any information to Client in violation of any Applicable Law, Network Rule, or policy adopted by U.S. Bank.

## Article 5
## RESPONSIBILITIES OF CLIENT

5.1 Enrollment of Recipients. Client will ensure that all Cardholders enrolled in the Program, other than companion Cardholders, are bona fide Recipients of Client. Client acknowledges that Applicable Law requires U.S. Bank to collect identifying information and verify the identities of all Cardholders. Client acknowledges that any Cardholders who does not pass initial or ongoing identify verification or OFAC screening will be denied a Card or have their Card suspended. U.S. Bank retains sole discretion in determining whether to deny or suspend a Cardholder. Cardholders may be required to provide additional documentation to U.S. Bank at any time. Client acknowledges that if U.S. Bank determines that Applicable Law requires U.S. Bank to obtain additional documentation from a Cardholder, then U.S. Bank must also restrict access to the Card until such time as the Cardholder has provided U.S. Bank with the requested documentation in a form and manner acceptable to U.S. Bank.

5.2 Client Program Offering. Beginning no later than the Program Launch, Client will begin to offer prospective recipients the option of receiving Disbursements in an Account. Client will arrange for and coordinate the marketing and promotion of the availability of Cards to its prospective Recipients. Client will not distribute any marketing or promotional materials regarding the Program unless those materials have been reviewed and approved by U.S. Bank prior to its distribution to its Recipients. Client will require each prospective Recipient who elects to become a Recipient to complete and sign a deposit authorization form and Client will retain that Recipient's deposit authorization form at all times during which Client is making Disbursements to that Cardholder.

5.3 Funding of Accounts. Client shall utilize a good funds method of settlement and must have a sufficient amount of immediately available funds on deposit in the Funding Account to fund any Disbursement to a Card. U.S. Bank will not be liable to Client for, and Client will hold U.S. Bank harmless from, any claims arising from the refusal by U.S. Bank to load a Disbursement onto a Card if there are insufficient funds available in the Funding Account to cover the Disbursement Amount.

5.4 Transmission of Disbursements. Client Representatives may use a batch process or the Administrative Web Portal to process Disbursements. Client shall provide complete and accurate information to U.S. Bank regarding each Disbursement. Client Representatives will be responsible for the accuracy of Disbursement Amounts transmitted to U.S. Bank, and any changes thereto.

5.5 Erroneous Disbursements. Client may seek to reverse any Disbursement loaded onto a Card in error, provided that sufficient funds remain available on the applicable Card to recover the erroneous Disbursement. Client will be responsible for all Disbursements, including those made in error. U.S. Bank will not be obligated to assist Client in collecting erroneous Disbursements.

5.6 Compensation to U.S. Bank. U.S. Bank will charge Client according to the fee schedule set forth in Exhibit D. U.S. Bank will be permitted to charge Cardholders the fees set forth in the Fee Schedule. U.S. Bank may change the Fee Schedule at any time. In the event of an increase to any fee or the introduction of a new fee, U.S. Bank will provide Cardholders notice thereof in a manner that complies with all Applicable Laws. U.S. Bank will also provide a corresponding email notice of an increase to any fee or the introduction of a new fee to Client's POC.

5.7 Training. Client shall be responsible for identifying Client locations that will be used to enroll, load and activate Cards. U.S. Bank shall provide Client with its standard initial "train-the-trainer" approach, and will provide Client with a support number that Client Representatives can call for assistance regarding the Program. Client is solely responsible for training its Client Representatives on how to administer the Program and answer Recipient questions regarding the Program.

5.8 Cardholder Enrollment. At the time of each Card enrollment, Client shall provide U.S. Bank with the Cardholder enrollment information set forth in the Program Description. Data entry of Card identification numbers and Cardholder information may only be made by Client Representatives. Client will be liable for any errors in transmission made by Recipients or Client Representatives. Unless otherwise agreed to in advance and in writing by U.S. Bank, Client may only enroll and register FII Cardholders who are physically present at a designated Client location at the time of enrollment. Client shall distribute FII Cards, FII Card Collateral, and all U.S. Bank designated disclosure documents to FII Cardholders in the form and manner prescribed in the Program Description.

5.9 Card Security and Inventory Control. Client shall securely store any Card stock in its possession and control and maintain its FII Card inventory in accordance with the Card Security Guidelines. Client shall bear all risk of loss and any associated liability for Cards lost or stolen while under its control. Client will permit U.S. Bank to monitor and audit Client's compliance with the Card Security Guidelines during regular business hours upon two Business Days' advance notice to Client.

Client shall provide U.S. Bank copies of any applicable audits and test results acquired by Client in relation to its obligations under this section.

5.10 No Wages. Client acknowledges that the Program is not a payroll card program and hereby covenants and agrees that the Program will not be used at any time to make payments to employees required to be treated as wages under Applicable Law. Client further represents and warrants to U.S. Bank that the intended recipients of payments under the Program, including any individual independent contractors receiving payment for services provided on behalf of Client, are not employees of Client under Applicable Law and that the payments being made under the Program will not be treated as wages under Applicable Law. Client shall immediately notify U.S. Bank if Client is made aware of any circumstances whereby the Disbursements may be treated as wages under Applicable Law.

## Article 6
## PROGRAM POLICIES AND ACCOUNT ATTRIBUTES

6.1 Card Account Policies. U.S. Bank retains full authority to control all policies and operational aspects relating to the Program, including fees and charges, customer service, Card issuance and cancellation, debt collection, access to ATMs, and the issuance of personal identification numbers. Client shall comply with all U.S. Bank directives regarding the Program. Client will not be liable for fraudulent activities on the part of Cardholders unless such activity arises from or is abetted by the negligence or willful misconduct by Client, or its agents or employees. Client shall, in a timely manner, refer to U.S. Bank any and all inquiries regarding any aspect of the Program, any Card or Account, or U.S. Bank's prepaid debit card operations.

6.2 Card Account Attributes. The use by Cardholders of the Cards will, in all instances, be governed by the terms and conditions contained in the Cardholder Agreement. The Cardholder Agreement may be changed by U.S. Bank from time to time. Cardholder Accounts will be maintained at all times in a manner ensuring that each Cardholder is eligible for "pass through" deposit insurance from the Federal Deposit Insurance Corporation ("FDIC"). All funds on deposit in a Cardholder's Account will be held for the sole benefit of the Cardholder. Client shall have no right, title or interest in a Cardholder's Account. No interest will be paid on funds held in a Cardholder's Account. In order to facilitate the offering of deposit insurance to Cardholders, Client agrees to fully cooperate in arranging to retain and sharing of Cardholder information with U.S. Bank in a manner consistent with its FDIC-mandated record-keeping obligations, including those required by 12 C.F.R. § 360.9, which provide for a standard data format for generating deposit account and customer data for the FDIC.

6.3 Funding Account. The Funding Account is, at all times, subject to the terms of this Agreement. Funds deposited in the Funding Account are Client-owned deposits with U.S. Bank and may only be used solely for the purpose of making Disbursements to individual Cards. Funds loaded onto a Card will not be returned to the Client, even if the Card in question has expired with a balance remaining on the Card. U.S. Bank will be deemed to be the holder of the funds held in Card Accounts and U.S. Bank will be responsible for escheating any unclaimed funds remaining in those Accounts in accordance with Applicable Law. Upon termination of this Agreement, U.S. Bank shall refund to Client any funds remaining in the Funding Account that have not been applied or loaded to a Card or otherwise held for the purpose of paying any other obligation owed by Client under this Agreement. No interest will be paid on funds held in the Funding Account.

6.4 New Card Features. U.S. Bank may, from time to time, offer Cardholders new or improved Card features and benefits and impose new or additional fees in connection therewith.

6.5 ACH Transfers. Client warrants to U.S. Bank that Client will not make any ACH transfer with respect to the Program for any purpose that is not permitted under Applicable Law or the terms of this Agreement. Client will, with respect to all ACH transfers, comply with the Network Rules that govern the applicable funds transfer system. Client acknowledges that U.S. Bank must make certain warranties with respect to ACH transfers initiated by Client and Client will, therefore, reimburse U.S. Bank for any losses that U.S. Bank incurs, including attorneys' fees and legal expenses, as the result of any such breach of warranty arising out of an ACH transfer initiated by Client. Client hereby waives its right to be notified whenever an electronic funds transfer has been deposited in the Client's Funding Account.

## Article 7
## EXCLUSIVITY

During the term of this Agreement U.S. Bank will have the exclusive right to issue prepaid debit cards for the purpose of disbursing funds to Client's Recipients for purposes of making the type of payments contemplated by this Agreement. Client shall further ensure that each Subsidiary or Affiliate of Client complies with this Article 7.

## Article 8
## INDEMNIFICATION

8.1 Indemnification Obligations. Except to the extent the Losses (as defined below) result from the gross negligence or willful misconduct of the other party or its agents or employees, each party (the "Indemnifying Party") shall defend the other party (the "Indemnified Party"), its Affiliates, and their employees, Subcontractors, agents, officers, directors and shareholders ("Related Parties") from any Third Party Claim (as defined below) asserted by a third party (other than an Affiliate of the Indemnified Party) against the Indemnified Party, and shall indemnify and hold the Indemnified Party and its Related Parties harmless against any and all assessments, losses, liabilities, damages, costs or expenses, including attorneys' fees, consultant's fees, or court costs incident thereto ("Losses") awarded against the Indemnified Party by a final court judgment or an agreement settling such Third Party Claims in accordance with section 8.2**.** For purposes of this Agreement, the term "Third Party Claim" means any action, suit, proceeding, demand, litigation, or claim by a third party directly related or attributable to (a) the Indemnifying Party's or its agent's or employee's violation (or act causing the other party to be in violation) of any Applicable Law or Network Rule; (b) the Indemnifying Party's breach of any covenant or warranty made by the Indemnifying Party in this Agreement; (c) any material misrepresentation of Indemnifying Party in this Agreement or any material misrepresentation in or omission from any document, certificate or information furnished or to be furnished by Indemnifying Party under this Agreement; (d) any products or services offered, provided, manufactured, marketed, distributed, advertised, promoted or issued by or on behalf of Indemnifying Party (including the Cards); (e) the use of the licensed marks by or on behalf of Indemnifying Party; (f) the willful misconduct or fraudulent activity on the part of any employee or agent of Indemnifying Party; and (g) the Indemnifying Party's failure to make any payment to a customer, employee or other third party.

8.2 Indemnification Procedures. The Indemnified Party will notify the Indemnifying Party in a reasonably prompt manner of any Third-Party Claim that is asserted for which the Indemnified Party is seeking indemnification pursuant to this Article 8. The Indemnifying Party may thereafter assume control of such Third-Party Claim, provided, that the Indemnified Party will have the right to participate in the defense or settlement of such Third-Party Claim. The Indemnified Party will provide the Indemnifying Party with a reasonable amount of assistance in connection with defending or settling any such Third-Party Claim. Neither the Indemnifying Party nor the Indemnified Party may settle such Third-

Party Claim or consent to any judgment with respect thereto without the consent of the other party (which consent may not be unreasonably withheld or delayed).

Article 9
REPRESENTATIONS AND WARRANTIES

9.1. Representations and Warranties. As of the date of this Agreement, each party hereby represents and warrants to the other party as follows:

(a) It has full right, power and authority to enter into and perform this Agreement in accordance with all of the terms and provisions hereof, and that the execution and delivery of this Agreement has been duly authorized, and the individuals signing this Agreement on behalf of it are duly authorized to execute this Agreement in the capacity of his or her office, and to obligate and bind it, and/or its Subsidiaries and Affiliates, in the manner described;

(b) The execution and performance of this Agreement will not violate the organizational documents or bylaws or any material contract or other instrument, Applicable Law, or order to which it has been named a party or by which it is bound. The execution and performance of this Agreement does not require the approval or consent of any other Person or government agency;

(c) There are no material actions, suits or proceedings pending or threatened against it or its Affiliates or Subsidiaries which would adversely affect its ability to perform this Agreement; and

(d) It or one of its Subsidiaries or Affiliates owns all right, title and interest in its marks and it or one of its Subsidiaries or Affiliates has all necessary authority to permit use of its marks as contemplated by this Agreement.

9.2 Legal Compliance. Each party is now in compliance and will remain in compliance at all times with all Applicable Laws governing its activities under this Agreement (including any Applicable Law brought to one party's attention by the other). Each party acknowledges that it will be responsible for its own compliance with Applicable Law and the costs associated therewith. Client has the sole responsibility to comply with all Applicable Laws relating to its employment practices and for determining whether the intended use of the Program, including Client's selection of System options and programming to dispense funds or payments, is an appropriate way to dispense such funds. Client is also responsible for determining whether Applicable Law prohibits, affects, or otherwise controls the disbursement of such funds using a prepaid or stored value card. Client shall, within three Business Days following receipt of any such request, provide U.S. Bank, or its independent auditors, and/or any government agency with authority over U.S. Bank, with a complete and accurate response to any inquiry regarding or related to the Program, and access to all policies, procedures and records retained by the Client evidencing the Client's compliance with Applicable Law. If a deficiency is noted or determined, Client must promptly correct the identified deficiency and also provide to U.S. Bank any and all documentation related to resolution of the deficiency, including the corrective actions implemented to prevent recurrence of such deficiency. U.S. Bank may terminate this Agreement immediately for any failure by Client to meet its obligations under this section 9.2.

9.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, U.S. BANK DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Article 10
CONFIDENTIALITY

10.1 Confidential Information. In performing its obligations pursuant to this Agreement, each party may have access to or receive disclosure of certain Confidential Information of the other party. All Program specifications, materials, plans and other Program attributes developed or utilized by U.S. Bank in connection with the Program and related services, and all related software and other documentation, are and will remain the proprietary property of U.S. Bank, and will constitute Confidential Information belonging to U.S. Bank. Without limitation, during the term of this Agreement and thereafter, all Cardholder Data and Card Account information, including all records relating thereto retained in U.S. Bank's System, along with any information provided to Client pursuant to this Agreement relating to the System or the Program, shall remain Confidential Information belonging to U.S. Bank.

10.2 Exclusions. Except for Cardholder Data, the term Confidential Information does not include (i) information which is now in or hereafter enters the public domain (and is not subject to a confidentiality agreement with the entity obtaining the same) through no action on the part of either party in violation of the terms of this Agreement, (ii) information that is independently developed by or for a party, (iii) information that is received from a third party (subject to such third party not having violated the terms of any confidentiality agreement), or (iv) information that was already in the possession of the receiving party and not obtained in violation of any confidentiality agreement.

10.3 Confidentiality Obligation. Each party shall at all times maintain, and cause its agents, employees, corporate parents, Subsidiaries and Affiliates to maintain the confidentiality of all Confidential Information belonging to the other party. Neither party shall sell or otherwise convey any of such Confidential Information to any third party and shall exercise all necessary precautions to prevent access to such Confidential Information by any third party other than agents, officers or employees who have a need to know or who must access such Confidential Information in order for such party to fulfill its obligations under this Agreement. Each party shall inform those agents and employees, officers and employees of its Subsidiaries and Affiliates of the confidentiality obligations under this Agreement and require their compliance with such obligations. Each party shall not use such Confidential Information for any purpose whatsoever other than those specifically contemplated in this Agreement.

10.4 Confidentiality of Agreement Terms. Neither party will disclose to any Person (other than as expressly permitted pursuant to this Article 10) the terms or conditions of this Agreement (or any amendments, supplements or modifications thereto) or the business relationship between U.S. Bank and Client without the prior written consent of the other party and except as necessary to enforce, obtain damages, or seek other relief under this Agreement. Client will not use U.S. Bank's identity, directly or indirectly, in any advertisements, metatag, news releases or releases to any professional or trade publications or media source without U.S. Bank's prior written approval, which approval may be withheld in U.S. Bank's sole and complete discretion.

10.5 Additional Confidentiality Obligations. During the term of this Agreement and thereafter, Confidential Information is to be used solely in connection with satisfying each party's obligations pursuant to this Agreement, and shall be held in confidence. Neither party will disclose such Confidential Information to any third party, without the written consent of the other party, except that either party may disclose Confidential Information during the course of any independent or regulatory audit in which information disclosed remains non-public. The parties may mark documents containing Confidential Information with applicable language or stamps, such as "Confidential" or "Proprietary". All Confidential Information furnished by the parties to each other in connection with this Agreement is the exclusive property of the furnishing party, and, at the request of that party or upon termination of this Agreement, the other party shall promptly return to the furnishing party all such information without copying such information. Without the prior written consent of the other party, neither party will disclose, furnish, or use Confidential Information in any way whatsoever not specifically contemplated under this Agreement. Each party shall take measures to prevent its agents, employees, and Subcontractors from using, any Confidential Information to which it becomes privy.

10.6 Compelled Disclosure. Each party may disclose Confidential Information to any regulatory authority having jurisdiction over it without prior notification to the other party. With respect to any other disclosures of Confidential Information, if any party is compelled by Applicable Law, in the written opinion of counsel, to disclose any portion of the other party's Confidential Information, the party so compelled may comply with such law, provided, that such party timely notifies the proprietor of the Confidential Information and reasonably cooperates in any of the proprietors' efforts to maintain the confidentiality of such Confidential Information.

## Article 11
## TERM AND TERMINATION

11.1 Term. The term of this Agreement is three years from the Program Launch date (the "Initial Term"). Unless either party gives the other party 60 days written notice prior to the end of the Initial Term, the term of the Program will be automatically extended for successive one-year periods (each, a "Renewal Term"). During any Renewal Term, either party may elect to terminate the Agreement by giving written notice 90 days prior to the end of the then current Renewal Term. If such notice is given, the Agreement will terminate effective on the last day of the then current term. Notwithstanding the termination of this Agreement, the terms and conditions of all agreements between U.S. Bank and Cardholders will remain in effect.

11.2 Termination for Excusable Delay. Either party may terminate this Agreement if the other party has been excused, pursuant to section 14.14 of this Agreement, from the performance of the other party's obligations under this Agreement for 60 consecutive days or more.

11.3 Termination for Material Breach. Either party may, if in compliance or excused from compliance with its obligations under this Agreement, terminate this Agreement if the other party is in breach of its obligations under this Agreement and such breach is deemed material by the non-breaching party, in its reasonable judgment. In the event either party wishes to terminate this Agreement for a reason specified in this section, such party ("Sending Party") shall give written notice, in accordance with section 14.10 ("Remedy Notice"), to the other party ("Other Party"). The Remedy Notice must specifically state the reason or reasons why the Sending Party believes the Other Party is in material default under this Agreement and wishes to terminate this Agreement, and must request such Other Party to specify the act or acts which it will accomplish to cure the cited material defaults. The Other Party will have a period of 45 days from its receipt of the Remedy Notice to cure the cited material default, or if such material default cannot be cured in such 45-day period, specify to the Sending Party the act or acts which such Other Party will accomplish in order to cure the cited material default. In the event the default is not cured by the end of such 45-day period and the Sending Party does not at the end of such 45-day period approve the acts, if any, proposed by the Other Party as curing the cited material default, which approval will not be unreasonably withheld, the Sending Party may then immediately terminate this Agreement by giving the Other Party another written notice, in accordance with section 14.10 ("Termination Notice"), stating that this Agreement is being terminated under the provisions of this section effective upon receipt of the Termination Notice by the Other Party.

11.4 Termination for Insolvency; Unique Services. This is an agreement for certain unique services. Either party may, if in compliance or excused from compliance with its obligations under this Agreement, terminate this Agreement immediately in the event of the other party's (a) insolvency, receivership, or voluntary or involuntary bankruptcy or institution of proceedings therefore; (b) assignment for the benefit of creditors a substantial part of that party's property; or (c) a substantial part of the other party's property becoming subject to any levy seizure, assignment, or sale for or by any creditor or governmental agency without being released or satisfied within 30 days thereafter.

11.5 Termination by Reason of Regulation. U.S. Bank may terminate or curtail or restrict its operations under this Agreement (including the cessation of the Program in particular jurisdictions) at any time upon 15 days' advance written notice to the Client without liability to Client in the event of (a) the establishment of any Applicable Law or Network Rule, or (b) the decision or order of any court, agency, or tribunal that is controlling or binding on the parties, if U.S. Bank determines, in its sole discretion, that the order, rule or regulation would (x) prohibit any or all of the services contemplated in this Agreement, (y) restrict the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or (z) be unduly restrictive to the business of U.S. Bank or require burdensome capital expenditures by U.S. Bank to continue its performance of such services.

11.6 Termination for Risk. U.S. Bank may terminate this Agreement or curtail or restrict its operations under this Agreement (including the cessation of the Program in particular jurisdictions) at any time with 30 days' notice to Client without liability, except for liabilities accrued prior to the termination, upon U.S. Bank's determination, in its sole discretion, that Client's activities relating to the Program may subject U.S. Bank to undue financial, legal, regulatory, or reputational risk.

11.7 Card Volume Rights. If, at any time after the first anniversary of this Agreement, the total number of active Cards issued under the Program is less than 200, U.S. Bank may: (i) terminate this Agreement with 30 days' notice to Client, or (ii) require that Client make such enhancements to its efforts to market the Program as U.S. Bank directs.

## Article 12
## POST-TERMINATION PROVISIONS

12.1 Account Ownership. Upon termination of this Agreement, U.S. Bank retains all right, title and interest in all Accounts and Cards and in all Cardholder Data and Card Account information, including all records relating thereto retained in U.S. Bank's System. Without limitation of the foregoing, upon and following termination of this Agreement, U.S. Bank shall have the right to solicit any Cardholder or convert any Card and related Account to any other card or account issued by U.S. Bank or any Affiliate of U.S. Bank, and to exercise all rights of ownership with respect thereto, subject to Applicable Law. U.S. Bank will have no obligation to assign new account numbers to replacement Cards.

12.2 Wind-down of Operations. Following termination of this Agreement, U.S. Bank will not accept requests to issue a Card and will not reload existing Accounts with Disbursements.

## Article 13
## DAMAGES AND LIMITATIONS OF LIABILITY

13.1 Damages. In the event that any party defaults in any of its obligations under this Agreement, in addition to any other remedies provided pursuant to this Agreement or Applicable Law, including without limitation termination, the non-breaching party shall be entitled to recover from the breaching party the actual damages which the non-breaching party may incur on account of such breach, including without limitation reasonable attorneys' fees and expenses, court costs and the fees and expenses of consultants incurred in connection with any judicial or arbitration proceedings relating to such breach.

13.2 Injunctive Relief. The parties acknowledge that money damages would not be a sufficient remedy for any breach of Article 10 of this Agreement by any party or by any other Person receiving Confidential Information pursuant to Article 10 and that the party whose Confidential Information is disclosed or used in violation of this Agreement shall be entitled to claim injunctive or equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available to such party at law or equity.

13.3 Limitation of Liability. EXCEPT FOR LIABILITIES ARISING UNDER SECTION 8.1 IN THE CASE OF THIRD PARTY CLAIMS, IN NO EVENT SHALL U.S. BANK BE LIABLE FOR INDIRECT, CONSEQUENTIAL, ADDITIONAL, OR PUNITIVE DAMAGES ARISING OUT OF PERFORMANCE OR NONPERFORMANCE UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THIS AGREEMENT.

13.4 Time Limit for Claims. Neither party may assert a claim against the other party more than one year from the date the claiming party has or should have actual knowledge of the facts giving rise to such claim.

## Article 14
## ADDITIONAL PROVISIONS

14.1 Relationship of the Parties. In performing their responsibilities pursuant to this Agreement, the parties are in the position of independent contractors. Neither party has the right to bind or obligate the other party in any manner. Nothing in this Agreement is intended to create a partnership, joint venture or agency relationship between the parties.

14.2 Subcontractors. U.S. Bank may use one or more Subcontractors to perform its obligations under this Agreement. To the extent that U.S. Bank engages a Subcontractor, U.S. Bank shall remain solely responsible for the performance of the work of that Subcontractor as if the work were performed by U.S. Bank. Client will have no recourse, nor assert any claim, against any Subcontractor.

14.3 Assignment. Neither party may assign or delegate any of its rights or obligations under this Agreement without the other party's prior written consent, except that U.S. Bank may, without prior notice to or consent of Client, assign or delegate this Agreement and any of its rights or obligations under this Agreement to any Affiliate, Subsidiary, corporate parent, successor-in-interest, or successor by merger having the authority to operate the Program in the same manner as U.S. Bank.

14.4 Successor and Assigns. Subject to the terms of section 14.3, this Agreement will be binding upon and inure to the benefits of the parties' respective successors and assigns.

14.5 Survival of Terms. The obligations and remedies of the parties set forth in Articles 3, 8, 10, 12, 13, and 14 of this Agreement survive termination of this Agreement.

14.6 Governing Law and Forum. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Minnesota, without giving effect to conflict of laws principles thereof. Any action brought to enforce any rights under this Agreement shall be brought exclusively in federal or state court in Hennepin County, Minnesota. Each party waives any claim that a legal proceeding brought in accordance with this section has been brought in an inconvenient forum or that venue of that proceeding is improper.

14.7 Severability. Should any provision of this Agreement contravene any Applicable Law or Network Rule, or should any provision of this Agreement otherwise be held invalid or unenforceable by a court of competent jurisdiction, then each such provision will be automatically terminated and performance thereof by both parties waived; nevertheless, all other provisions of this Agreement will remain in full force and effect.

14.8 Amendments. Except as specifically provided elsewhere in this Agreement, this Agreement may only be modified by a written document signed by both parties.

14.9 Incorporation by Reference. Each Exhibit referred to in this Agreement is hereby expressly incorporated into this Agreement in its entirety and made a part of this Agreement. All defined terms used in this Agreement will have the same meaning when used in the Exhibits.

14.10 Notices. Any notice required or permitted by this Agreement to be given to either party by the other must be in writing and shall be delivered: (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that provides a confirmation of delivery. Any notice so given shall be effective upon delivery or three days from the date of mailing or sending, whichever is earlier. All notices must be addressed to the recipient at the address shown below for the party to whom such notice is given, or addressed to any other Person or address of which the party to receive such notice has notified the other party, pursuant to the provisions of this section:

If to Client:
Career Solutions
1542 Northway Dr., Door #2
St. Cloud, MN 56303
Attn: Tammy Biery

If to U.S. Bank:
U.S. Bank National Association
200 South 6th Street, EP-MN-L16C
Minneapolis, MN 55402
Attn: SVP – Prepaid Debit Products

Copy to:
U.S. Bancorp Corporate Counsel
800 Nicollet Mall, BC-MN-H21N
Minneapolis, MN 55402
Attn: Retail Payment Solutions Counsel

14.11 No Implied Waiver. No waiver of any provisions of the Agreement and no consent to any default under the Agreement shall be effective unless in writing and signed by the party against whom such waiver or consent is claimed. No course of dealing or failure to strictly enforce any provision of the Agreement shall be construed as a waiver of such provision for any party's rights. Waiver by a party of any default by the other party shall not be deemed a waiver of any other.

14.12 Compliance with Network Rules. In connection with their performance under this Agreement, U.S. Bank and Client will comply with all applicable Network Rules in effect from time to time. To the extent any provision of this Agreement conflicts with any Network Rule, this Agreement will be deemed amended to the extent necessary in order to conform to such Network Rule.

14.13 Construction. This Agreement must be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. The headings that appear in this Agreement are inserted for convenience only and do not limit or extend its scope.

14.14 Excusable Delay. Any delay in the performance of a party’s obligations under this Agreement will be excused to the extent approved in writing by the parties. Any delay in the performance by a party of its obligations under this Agreement will also be excused when such delay in performance is due to the occurrence of a Force Majeure Event; provided, however, that written notice thereof must be given by the party whose performance was delayed to the other party no more than 30 days after the occurrence of that Force Majeure Event.

14.15 Immaterial Breach. From time to time, one party to this Agreement may determine that the other party is in breach of the Agreement, but that such breach is immaterial. In such case, the party making such determination may, at its option, notify the other party in writing of the occurrence and nature of such breach. In such case, and the parties will work together in a good faith effort to resolve any issues relating to the alleged immaterial breach.

14.16 Attorneys' Fees. If any litigation or alternative dispute resolution proceeding arises between the parties regarding rights or obligations under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, expert witness fees, consultant's fees and court costs incurred in connection with such litigation or proceeding.

14.17 Entire Agreement. Each party hereto has read this Agreement, understands it and agrees to be bound by its terms and conditions. This Agreement supersedes all prior verbal or written agreements between the parties and now constitutes the complete and exclusive statement of the terms and conditions between the parties covering the performance hereof.

14.18 Program Records and Audit Rights. U.S. Bank shall maintain true and complete books and records relating to Disbursements under the Program (the "Program Records"). The Program Records will be maintained in accordance with good accounting practices and in sufficient detail to enable an audit trail to be established. U.S. Bank will afford Client and any mutually acceptable independent auditor reasonable access to the Program Records, upon reasonable notice and during normal business hours, for purposes of inspecting, auditing, analyzing, and copying such Program Records. Any inspection or audit of the Program Records will be at Client's sole cost and expense.

14.19 Use of Client Name. U.S. Bank may refer to Client as a party to whom U.S. Bank provides prepaid cards in its promotional materials or in its responses to requests for proposals to provide services substantially similar to those provided under this Agreement.

14.20 Waiver of Jury Trial. To the extent permitted by Applicable Law, each party hereby knowingly, willingly and voluntarily waives its right to a trial by jury in any action or proceeding arising out of, connected with, related to, or incidental to this Agreement.

14.21 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the faxed signature of the other party.

The undersigned are signing this Agreement as of the date stated in the introductory clause.

U.S. BANK NATIONAL ASSOCIATION

By: ____________________________________________

Name: __________________________________________

Title: ___________________________________________

STEARN-BENTON EMPLOYMENT & TRAINING COUNCIL

By: ____________________________________________

Name: ______________________________________________

Title: ______________________________________________

**EXHIBIT A**
**PROGRAM DESCRIPTION**

## Core Elements

The Program will have the following core elements:

- All Cards will be Card Network-branded, following all Card Network "Prepaid Debit Card" regulations and program guidelines.
- No general purchase restrictions will be placed on the Cards (other than MCC block on online gambling).
- The Cards will have teller cash withdrawal access.
- The Cards will have ATM access at Card Network-enabled ATMs.
- The Cards will have point-of-sale access through the Card Network.
- The Cards will be standard-issue Cards carrying U.S. Bank's name and/or marks, but not Client's name and/or marks.
- The Card will be non-portable only (no Disbursements other than from Client)

## U.S. Bank Responsibilities

U.S. Bank shall be specifically responsible for the following:

- Providing Client with continual access to the Administrative Web Portal.
- Providing initial training (train-the-trainer) of designated Client Representatives.
- Providing all Card Collateral needed to support the delivery of Cards to the Cardholders at the agreed-upon cost.
- Setting up Accounts, processing chargebacks in accordance with the rules of the applicable Card Network, and providing all related transaction processing.
- Managing Account settlement for loading of Disbursements to Cards and processing transactions performed on Cards through the applicable Card Network.
- Providing Cardholders with transaction histories and statements via a designated web site.
- Providing access to its Continual Voice Response Unit ("VRU") which will be made available via a dedicated toll-free telephone number. VRU features will include: Card activation lost/stolen account reporting, remaining account balance, last load amount, and recent transactions.
- Providing Cardholders with continual access to live-agent customer service representatives via a dedicated toll-free telephone number.
- Designating a POC for the Program.

**Client Responsibilities**

Client shall be responsible for the following:

- Actively promoting the Cards to its prospective Recipients.
- Assisting U.S. Bank in the training of Client Representatives.
- Managing Card inventory using the System and following procedures set by U.S. Bank.
- Complying with the Card Security Guidelines set forth in Exhibit C.
- Presenting all Card Collateral, enrollment information, and Program disclosures to Cardholders in the form and manner prescribed by U.S. Bank using only materials provided to Client by U.S. Bank.
- Opening all new Accounts via the Administrative Web Portal or through U.S. Bank's batch enrollment process.
- Providing complete and accurate information regarding Cardholders required by U.S. Bank for initial enrollment, the scope of which is subject to change from time to time. As of the date of this Agreement, the Cardholder information required for initial enrollment in the Program is: First Name, Last Name, Full Address, and the Card ID from the FII Card Collateral.
- Client will transmit Disbursement Amounts in the manner required by U.S. Bank.
- Client will designate its POC for the Program.

**Timing**

The targeted product rollout will be as follows:

- Kick-off meeting between U.S. Bank and Client
- Product "Friendly User" Testing
- Program Launch

**EXHIBIT B**
**FEE SCHEDULE**

| All fees | Amount | Details |
|---|---|---|
| **Get cash** | | |
| ATM Withdrawal (in-network) | $0 | This is our fee per withdrawal. "In-network" refers to the U.S. Bank or MoneyPass® ATM networks. Locations can be found at *usbank.com/locations* or *moneypass.com/atm-locator.* |
| ATM Withdrawal (out-of-network) | $1.75 | This is our fee per withdrawal. "Out-of-network" refers to all the ATMs outside of the U.S. Bank or MoneyPass ATM networks. You may also be charged a fee by the ATM operator even if you do not complete a transaction. |
| Teller Cash Withdrawal | $0 | This is our fee for when you withdraw cash from your card from a teller at a bank or credit union that accepts Visa®. |
| **Information** | | |
| ATM Balance Inquiry (in-network) | $0 | This is our fee per inquiry. "In-network" refers to the U.S. Bank or MoneyPass ATM networks. Locations can be found at *usbank.com/locations* or *moneypass.com/atm-locator*. |
| ATM Balance Inquiry (out-of-network) | $1.00 | This is our fee per inquiry. "Out-of-network" refers to all the ATMs outside of the U.S. Bank or MoneyPass ATM networks. You may also be charged a fee by the ATM operator. |
| **Using your card outside the U.S.** | | |
| International Transaction | 3% | This is our fee which applies when you use your card for purchases at foreign merchants and for cash withdrawals from foreign ATMs and is a percentage of the transaction dollar amount, after any currency conversion. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable network rules, and we do not control how these merchants, ATMs and transactions are classified for this purpose. |
| International ATM Withdrawal | $3.00 | This is our fee per withdrawal. You may also be charged a fee by the ATM operator even if you do not complete a transaction. |
| International ATM Balance Inquiry | $1.00 | This is our fee per inquiry. You may also be charged a fee by the ATM operator. |
| **Other** | | |
| Card Replacement | $5.00 | This is our fee per replacement of your card, whether mailed to you with standard delivery (up to 10 business days) or provided to you in another manner. This fee is waived for your first card replacement in a 12-month period. This fee will be charged for each additional replacement during the same 12 months. |
| Card Replacement Expedited Delivery | $15.00 | This is our fee for expedited delivery (up to 3 business days) charged in addition to any Card Replacement fee. |
| Card Replacement Overnight Delivery | $25.00 | This is our fee for overnight delivery charged in addition to any Card Replacement fee. |
| Inactivity | $2.00 | This is our fee charged each month after you have not completed a transaction using your card for 90 consecutive days. |

Your funds are eligible for FDIC insurance up to $250,000. FDIC insurance protects deposits from loss due to bank insolvency. See *fdic.gov/deposit/deposits/prepaid.html* for details.

*No overdraft/credit feature.*
*Contact Cardholder Services by calling **1-888-863-0681**, by mail at P.O. Box 551617, Jacksonville, FL 32255 or visit **usbankfocus.com**.*

*For general information about prepaid accounts, visit cfpb.gov/prepaid. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.*

*Important information: Fee waivers for workers of a particular state are applied based on information from the sponsoring employer regarding your state of employment.*

**EXHIBIT C**
**CARD SECURITY GUIDELINES**

These Card Security Guidelines are based on policies and guidelines development by the Card Networks and industry best practices. These requirements are to be implemented and followed by Client at all locations that store and distribute Cards whenever Client has Card stock on hand at its locations or under its control.

Card Stock Ordering
Card stock orders will be placed as bulk orders to the card manufacturer by U.S. Bank. The fulfilled Card stock orders will be shipped to the designated Client locations by the card manufacturer by an approved carrier. Shipments will be traceable. Card stock orders must be signed for upon arrival. If intermediate stops are made during the shipment, the shipment must remain secure and inaccessible to unauthorized personnel.

Card Stock Storage
All Card stock must be placed at the time of receipt into inventory in a secured storage area. An Account Representative designated by Client management should be appointed to ensure that physical and procedural security policies are implemented. Physical security of Card stock inventory must be maintained at all times. Client shall use commercially reasonable controls to ensure the protection of the Card stock. At minimum, Card stock must be stored in a locked area such as a back office with limited access when not actively being distributed to Cardholders. FII Card stock, which will be provided by U.S. Bank in tamper-evident sealed envelopes, may not to be opened by anyone other than the applicable Cardholders.

Card Stock Inventory
An inventory log must account for Card stock received, used, spoiled (Card stock that cannot be used due to damage, tampering or expiration), and remaining. Card stock remaining in inventory in the inventory log should balance to the number of Card stock on hand at any time. U.S. Bank's System will allow Client to maintain an inventory log automatically in the ordinary course of business, but Client shall immediately report to U.S. Bank, through a channel approved by U.S. Bank, any spoilage or theft of any Card stock that Client has detected. Client shall utilize U.S. Bank's Administrative Web Portal to log such exceptions and provide an explanation of spoilage. Client shall conduct monthly self-audit Card stock inventory true-ups.

Card Stock Destruction
U.S. Bank may request return of unused Card stock in inventory for destruction for any of the reasons listed below:

- Card stock compromised or tampered with,
- Card stock expired,
- Card stock damaged or defective, or
- Program is terminated.

Any Card stock returned to U.S. Bank must be securely packaged.

## EXHIBIT D

## CLIENT PRICING SCHEDULE

**$0.00 per Card issued.**

The foregoing fees will be charged by U.S. Bank to Client on a monthly basis via invoice. Client will pay the fees in accordance with the terms of such invoices.