

STATE OF MINNESOTA
GRANT CONTRACT
Contract Number: CITYSTPMAI2019

SC # 153697

This grant contract is between the State of Minnesota, acting through its Department of Employment and Economic Development (DEED), Employment and Training Programs Division (ETP) ("STATE") and **The City of St. Paul** ("GRANTEE").

Recitals

- 1 Under Minn. Stat. §116J.035; the Minnesota Apprenticeship Initiative program; and Minn. Stat. Chapter §116L the State is empowered to enter into this grant.
- 2 The State is in need of apprenticeship related services for program participants.
- 3 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.

1 Term of Grant Contract

- 1.1 **Effective date:** 2/21/2019, or the date the STATE obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the GRANTEE until this grant contract is fully executed.
- 1.2 **Expiration date:** 6/30/2020, 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: 10. Liability; 11. State Audits; 12. Government Data Practices, Retention, and Intellectual Property; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.

2 Grantee's Duties

2.1 Duties. The Grantee will perform the duties outlined in **Exhibit 1**, Work Plan, and will also adhere to **Exhibit 4**, Additional 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 to and part of this Contract.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

- 4.1 Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:
- (a) **Compensation.** The Grantee will be reimbursed according to the budget summary provided in **Exhibit 2** which is attached and incorporated into this grant contract to support activities within the Work Plan.
 - (b) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
 - (c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the GRANTEE under this grant contract will not exceed \$20,000.

4.2 Payment

(a) Invoices.

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be accompanied by supporting documentation and correspond to the line items in the approved grant agreement budget (e.g. Apprenticeship Supplies & Materials, Off-Set Related Instruction Costs, or Registered Apprenticeship Infrastructure) included here as **EXHIBIT 2**. Invoices must be submitted timely and upon submission of supporting documentation related to the approved cost categories referenced above.

- Invoices shall be submitted by Grantee to the State on a reimbursement basis. Payments shall be made by the State as soon as practicable after Grantee's presentation of the invoice. The fact of payment of any item shall not preclude the State from questioning the propriety of any item.

(b) Federal funds.

Payments under this grant contract will be made from federal funds obtained by the State through CFDA number 17.268 by grant funds authorized by Section 414(c) of the American Competitiveness and Workforce Improvement Act of 1998 (ACWIA) as amended (codified at 29 USC 2916a), for the American Apprenticeship Initiative. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

(c) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

(d) Limits to Reimbursement

The State **shall not reimburse** Grantee for payments or liabilities to the Unemployment Compensation Fund incurred as a reimbursing employer after termination of Grantee's participation in programs for any liability accrued thereunder before or after the effective date of this grant agreement.

4.3 Purchasing, Contracting and Bidding Requirements

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

- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. Consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- (i) The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>
- (j) Any purchase of non-expendable personal property that has a useful life of more than one year with a unit cost of \$5,000 or more must be determined necessary to meet their work plan objectives, reasonable, and have prior written approval of the State before purchase.

5 Reporting Requirements

- (a) Expenditure and program income including any profit earned must be reported on an accrual basis.
- (b) Progress Reports will be submitted quarterly and include reporting on outcomes.
- (c) Financial Reports will be submitted monthly.
- (d) Information will be provided as may be deemed necessary to complete the Annual Report to the U.S. Department of Labor as described in the Act, Section 136(d) (1), (2).
- (e) Special reports will be provided as requested.
- (f) Grantee shall also make such reports to the Secretary of Labor, the Comptroller General of the United States, and others as applicable.

6 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.

7 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. Grantees must provide any financial records, timesheets, or other supporting documentation, upon the request of the State.

8 Authorized Representative

The State's Authorized Representative is May Thao-Schuck, Director, Employment & Training Programs Division, 332 Minnesota Street; St. Paul, MN 55101; may.thao.schuck@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Courtney Anderson-Ewald, 1500 City Hall Annex, 25W, Fourth Street, St. Paul, MN 55102, 651-266-6131, Courtneyanderson-ewald@ci.stpaul.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

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

- 9.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.
- 9.2 **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.
- 9.3 **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.
- 9.4 **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.

10 **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.

11 **State Audits**

Under [Minn. Stat. Ch. 13](#), the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction 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.

12 **Government Data Practices, Record Retention, and Intellectual Property Rights**

12.1. **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 3**, which is attached and incorporated into the contract, for details.

12.2 **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.

12.3. **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 10, 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.

13 **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.

14 **Publicity and Endorsement**

14.1 **Publicity**

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

14.2 **Endorsement**

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

15 **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.

16 **Termination**

16.1 **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.

16.2 **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.

16.3 Termination for Insufficient Funding.

(a) The State may immediately terminate this grant contract for federal funds obtained by the State through CFDA number 17.268 by grant funds authorized by Section 414(c) of the American Competitiveness and Workforce Improvement Act of 1998 (ACWIA) as amended (codified at 29 USC 2916a), for the American Apprenticeship Initiative are no longer available.

(b) Or, if 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.

16.4 In the event of 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.

17 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.

18 Conflicts 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.

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 the STATE for appropriate action steps to be taken, as defined above.

The GRANTEE must complete a Conflict of Interest Disclosure agreement and attach it to their proposal.

Other Requirements

19 Duties and Payments

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 under the ACT or for any liability accrued thereunder before the effective date of this grant agreement.

20 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.

21 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.

22 Grantee Reports

- (a) Expenditure and program income including any profit earned must be reported on an accrual basis.
- (b) Progress Reports will be submitted quarterly and include reporting on outcomes.
- (c) Financial Reports will be submitted monthly.
- (d) Information as may be deemed necessary to complete the Annual Report to the U.S. Department of Labor as described in the Act, Section 136(d) (1), (2).
- (e) Special reports as requested.
- (f) Use of the Management Information System (as described in number 28, Management Information System below).
- (g) Grantee shall also make such reports to the Secretary of Labor, the Comptroller General of the United States, others as applicable.

23 The Minnesota Human Rights Act, (Minnesota Statutes, Chapter 363A)

The Grantee agrees to comply with the Minnesota Human Rights Act, Minnesota Statutes, and Chapter 363A, which prohibits discrimination based on race, color, creed, religion, national origin, sex, marital status, sexual orientation, and status with regard to public assistance, disability, citizenship, or age. The Grantee certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.

24 Accessible Technology Bill

The Grantee will follow the requirements of Section 508 standards and Web Content Accessibility Guidelines 2.0 (WCAG2.0) to develop and maintain accessible information and telecommunications technology systems and services (HF 1744/SF 1600).

25 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.

26 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).

27 Right-to-Know

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

28 Job Listing Agreements

Minn. Stat. 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

29 Management Information System

All Grantees receiving funds under this grant contract will track participants with the Workforce One (WF1) Case Management System and/or other agreed upon case management system. Data must be submitted per the standards and time frames agreed to by the State. The State shall withhold funding if data compliance requirements are not met in a complete, accurate and timely manner.

30 Voter Registration

Grantee shall provide non-partisan voter registration services and assistance, using forms provided by the Secretary of State, to employees of Grantee, program participants and the public as required by Minnesota Statute § 201.162.

31 Debarment and Suspension Certification

The Grantee agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.

32 Lobbying Certification and Disclosure (If applicable)

The Grantee shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, 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 319 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.

33 Operating Procedures/Policies

The 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](#). The Grantee further acknowledges that its supervisory personnel to be involved in the administration of the grant contract have read and understand said regulations. The Grantee agrees to comply with the contents of the aforementioned regulations.

34 Interest/Program Income

The 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.

35 Grant Contract Closeout

The Grantee agrees to submit a final Reimbursement Payment Request (RPR) at the end of the grant. The 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. Accompanying the final RPR shall be a listing of any continuing liabilities on the grant, if applicable. Failure to submit 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 RPR to the State if any additional funds must be returned to the State after grant contract closeout.

36 Assurances

The Grantee must adhere to:

36.1 **Nondiscrimination.** [Title II \(State and Local Governments\) Americans with Disabilities Act \(ADA\)](#) - Prohibits qualified individuals with disabilities from discrimination in services, programs, and activities.

36.2 **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.

Signatures

1. STATE ENCUMBRANCE VERIFICATION

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

By:  _____

Title: Grants Administrator _____

Date: 2/26/19 _____

SWIFT Contract/PO No(s): 153697 PR 44265 PO 3000364624 _____

2. GRANTEE

City of St. Paul

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: _____

3. STATE: MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: _____

Title: _____

Date: _____

(Exhibits will be included below on final contract draft)

Work Plan

MAI Apprenticeship Grant



DEPARTMENT OF
LABOR AND INDUSTRY



APPRENTICESHIP

STANDARDS OF APPRENTICESHIP

FOR The City of Saint Paul,,

SPONSOR INFORMATION:	
NAME:	The City of Saint Paul,
STREET ADDRESS:	1500 City Hall Annex, 25 W, Fourth Street
CITY, STATE, ZIP:	Saint Paul, MN, 55102
COUNTY:	Ramsey
CONTACT NAME:	Courtney Anderson-Ewald
PHONE:	651-266-6131
EMAIL:	courtney.anderson-ewald@ci.stpaul.mn.us

FOR THE OCCUPATION OF:

OCCUPATION:	Transportation Trainee
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OFFICE USE ONLY:	
STANDARD NUMBER:	9149
DATE APPROVED:	2/12/19

FORM EFFECTIVE 01/2016

Apprenticeship Division
Minnesota Department of Labor & Industry
443 Lafayette Road N, St. Paul, MN 55155
dli.state.mn/appr
651-284-5090

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Section 1. DEFINITIONS

1. **Apprentice.** "Apprentice" means an individual who is employed by **The City of Saint Paul**, meets the qualifications in the Standards of Apprenticeship, has signed an Apprenticeship Agreement, and is registered and employed to learn an apprenticeable trade or occupation in a registered apprenticeship program under Minnesota Statutes Chapter 178.
2. **Apprenticeship Advisory Board.** "Apprenticeship Advisory Board" or "board" means the Apprenticeship Advisory Board established under Minnesota Statute 178.02 and the State Apprenticeship Council as defined in Code of Federal Regulations, title 29, section 29.2.
3. **Apprenticeship Program.** "Apprenticeship program" means a program registered under Minnesota Statute Chapter 178 that includes standards containing all terms and conditions for the qualification, recruitment, selection, employment and training of apprentices.
4. **Commissioner.** "Commissioner" means the commissioner of labor and industry or his/her duly designated representative employed by the department.
5. **Department.** "Department" means the Minnesota Department of Labor and Industry.
6. **Director.** "Director" means the person who oversees the activities of the Apprenticeship and Labor Standards business units.
7. **Division.** "Division" means the department's Labor Standards and Apprenticeship Division.
8. **Employer.** "Employer" is **The City of Saint Paul**, the entity employing an apprentice under the Standards of Apprenticeship.
9. **Journeyworker.** "Journeyworker" means a person who has attained a level of skill, abilities, and competencies recognized within an industry as having mastered the skills and competencies required for the trade or occupation.
10. **Registered apprenticeship agreement.** "Registered apprenticeship agreement" or "apprenticeship agreement" means a written agreement, complying with Minnesota Statutes Chapter 178 between the division, sponsor, and apprentice, and, if the apprentice is a minor, the minor's parent or guardian, which contains the terms and conditions of the employment and training of the apprentice.
11. **Related instruction.** "Related instruction" means an organized and systematic form of instruction designed to provide the apprentice with the knowledge of the theoretical and technical subjects related to the apprentice's trade or occupation, or industrial courses or, when of equivalent value, by correspondence, electronic media, or other forms of self-study approved by the commissioner.
12. **Sponsor.** "Sponsor" is **The City of Saint Paul**, the entity responsible for operating the apprenticeship program and in whose name the program is or is to be registered or approved.

Section 2. REGISTRATION OF APPRENTICESHIP PROGRAMS

1. **Application.** To apply for the registration of an apprenticeship program, a sponsor shall submit a completed application to the division on a form provided by the commissioner, which shall include standards of apprenticeship. Sponsors may submit standards provided by the division that comply with C.F.R. 29.5 and Minnesota Statute Ch.178 for approval.
2. **Provisional Approval.** The Division shall grant a provisional approval period of one year to an applicant demonstrating that the standards submitted meet the requirements. The Division may review each program granted provisional approval for quality and for conformity with requirements at any time, but not less than biannually, during the provisional approval period.
 - (a) A program that conforms to the requirements of Minnesota Statute Ch.178 may be approved, or may continue to be provisionally approved through the first full training cycle.
 - (b) A program not in operation or not conforming to the requirements of this chapter during the provisional approval period shall be deregistered.

The Division shall inform the applicant of the results of its review in writing at least 30 days prior to the expiration of the provisional approval period.

3. **Review.** The Division shall review all programs for quality and for conformity of Minnesota Statutes Chapter 178 at the end of the first full training cycle. Subsequent review of a registered program must be conducted at least annually. Programs not in operation or not conforming to this chapter at the time of review may be recommended for deregistration.
4. **Program modification.** To apply for modification of or change to a registered program, a sponsor shall submit a written request for modification to the Division. The Division shall approve or disapprove a modification request within 90 days from the date of receipt. If approved, the modification or change must be recorded and acknowledged within 90 days of its approval as an amendment to the registered program. If not approved, the Division shall notify the sponsor in writing of the disapproval and the reason for the disapproval. The Division may provide technical assistance to the sponsor seeking to modify or change a registered program.
5. **Notice.** When an application is submitted by an employer or employers' association, and where the standards, collective bargaining agreement, or other instrument provides for the participation by a union in any manner in the operation of the substantive matters of the apprenticeship program, and the participation is exercised, a written statement specifying that the union is in agreement or has no objection to the registration is required. Where no union participation is evidenced and practiced, the employer or employer's association shall simultaneously furnish to the union, if any, which functions as the collective bargaining agent of the employees to be trained, a copy of its application for registration and the apprenticeship program. The commissioner shall provide a reasonable time of not less than 30 days nor more than 60 days for receipt of union comments, if any, before final action on the application for registration is taken. Union comments must be submitted to the Division during the time period specified by the commissioner.
6. **Certificate of Registration.** Upon registration of a program, the commissioner shall issue a certificate of registration to the sponsor. Within 30 days after the certificate is mailed or otherwise delivered to the sponsor, the sponsor must submit to the commissioner a copy of at least one executed apprenticeship agreement.
7. **Policy Requirement.** It is the policy of the employer and sponsor that the recruitment, selection, employment, and training of apprentices during their apprenticeship must be without discrimination due to race, color, creed,

religion, national origin, sex, sexual orientation, marital status, physical or mental disability, receipt of public assistance, or age. The employer and sponsor must take affirmative action to provide equal opportunity in apprenticeship and must operate the apprenticeship program as required under the Code of Federal Regulations, title 29, part 30, and under the Minnesota Plan for equal opportunity in apprenticeship.

Section 3. STANDARDS OF APPRENTICESHIP

1. **Federal Uniformity.** Each program must have an organized, written plan of program standards embodying the terms and conditions of employment, training and supervision of one or more apprentices in an apprenticeable trade or occupation, that is subscribed to by a sponsor an employer who has undertaken to carry out the apprentice training program. The program standards must contain the provisions that address each item identified in the Code of Federal Regulations, title 29, part 29, section 29.5(b). An apprenticeable trade or occupation is defined in 29 CFR 29, section 29.4.
2. **Related Instruction.** Program provides a minimum of 144 hours of related instruction is required in each training cycle. Time spent in related instruction is not considered hours of work as required by the job process schedule. Every apprenticeship instructor must meet the Department of Education's requirements for a vocational-technical instructor or be a subject matter expert, which is an individual such as a journeyworker who is recognized within the industry as having expertise in a specific trade or occupation. (Attachment #1)
3. **Safety Instruction.** Program provides 50 hours minimum of related safety instruction is required during the term of apprenticeship.
4. **Workers Compensation Certification.** Certification of compliance with MN Workers Compensation Laws is required to ensure the apprentices are properly insured during their apprenticeship training program. (Attachment #2)
5. **Job Process Schedule.** Each apprentice must be given work experience and instruction according to the applicable job process schedule. Training experience need not be in the exact order as listed in the job process schedule. (Attachment #3)
6. **Ratios.** If the apprentice is covered by a collective bargaining agreement, the employer must follow the provisions of the collective bargaining agreement regarding the maximum number of apprentices to be employed at the work site for each journeyworker employed at the same work site. In the absence of a collective bargaining agreement, for the purposes of direct supervision and safety and instruction of the apprentice, the ratio shall be:
 - (a) One apprentice for the first journeyworker employed at the work site plus one apprentice for each additional three journeyworkers employed at the work site;
 - (b) The work site ratio utilized by the majority of registered apprenticeship agreements in the same trade or occupation; or
 - (c) A program specific ratio that has been approved by the Apprenticeship Advisory Board.

The specific ratio that applies is: **1:1 or 1:3**

7. **Graduated Schedule of Wages.** The graduated schedule of wages for an apprentice program shall be calculated as a percentage of the journeyworker rate in the majority of registered apprenticeship agreements in the same

trade or occupation in the state. If an apprenticeship agreement entered into after January 1, 2015, does not specify fringe benefits, the journeyworker wage rate upon which the apprentice wage rate is calculated must be the total rate listed in the wage determination. If there is no Minnesota prevailing wage rate determination for the same trade or occupation in the county in which the apprentice's employer is located, the journeyworker wage may be determined by the sponsor with the approval of the division in accordance with Minnesota Statute Chapter 178.044 Subd. 3 (1) (2).

0 to 573 Hours \$16.22
COLA effective 3/1/19 \$16.46
1040 to 2080 Hours \$20.61
Street Services Worker Rate: \$24.75

Fringe Benefits: Dental, Medical, Sick, Vacation and Holiday Pay, Public Employment Retirement Account contributions.

8. **Probationary Period.** The standards must provide a period of probation of not more than 500 hours of employment and instruction extending over not more than four months, during which time the apprenticeship agreement shall be terminated by the Director upon written request of either party, and providing that after such probationary period the apprentice may be terminated by the Director by mutual agreement of all parties thereto, or terminated by the Director for good and sufficient reason.
9. **Dispute Resolution.** The program standards must include a provision that controversies or differences concerning the terms of apprenticeship agreement which cannot be resolved by the parties thereto, or which are not covered by a collective bargaining agreement, may be submitted to the commissioner for determination as provided for by Minnesota Statute 178.09
Identify the specific dispute resolution provision: **Refer to Collective Bargaining Agreement**
10. **Term of Apprenticeship.** The term of apprenticeship may be measured either through:
 - The time based approach, which requires completion of at least 2000 work hours of on-the-job training.
 - The competency-based approach, which requires the attainment of competency.
 - The hybrid approach, which is a blend of the time based and competency-based approaches.**
11. **Credit for Previous Experience.** Credit may be awarded for previous experience and/or training which is applicable to training program requirements. If credit is awarded, the apprentice shall be advanced in the graduated wage schedule accordingly.
12. **Training Cycle.** The training cycle for related instruction must be designated in hours, days, or months for each individual trade or occupation included in the standards.
13. **Responsibilities of the Apprentice.** An apprentice employed under the program standards shall agree to be punctual and regular in attendance, and to endeavor to the best of the apprentice's ability to perfect the required skills for the trade or occupation.
14. **Coordination of Apprentices.** The sponsor shall designate a qualified individual as a coordinator of apprentices who shall:
 - (a) Maintain an adequate record of progress in training each apprentice.
 - (b) Be responsible for assuring that the requirements of the applicable learning program are met during the

prescribed training term.

(c) Perform other duties as may be assigned by the sponsor relative to the development and operation of an effective program of apprenticeship.

15. Maintenance of Records. The sponsor shall keep and maintain records of each apprentice's progress records on an ongoing basis from the beginning to the completion of an apprenticeship. These progress records must be kept on the sponsor's premises and must be accessible to all authorized personnel of the Division of Apprenticeship. Under the Minnesota Plan for equal opportunity in apprenticeship, it is also the obligation of the sponsor to maintain records pertaining to individual applicants for apprenticeship whether selected or rejected for five years and be made available upon request to authorized personal of the Division of Apprenticeship. These records must be maintained in a manner that permits the identification of minority and female participants. The Division of Apprenticeship must be notified of the current address where records are kept and the person responsible for the records.

Name of the person responsible for record keeping and coordination of apprentices:

Apprentice and training records coordinator:

Chris Anderson, Public Works Field Supervisor 873 N. Dale Street St. Paul, MN 55103 651-266-9701

Apprenticeship applications records coordinator:

Courtney Anderson-Ewald, HR Consultant 1500 City Hall Annex, 25 W. 4th Street, St. Paul, MN 55102
651-266-6131

16. Certificate of Completion of Apprenticeship. Upon successful completion of the apprenticeship term and the related training requirements, and upon appropriate written recommendation by the sponsor, the Division must issue to the apprentice a certificate of completion of apprenticeship.

17. Compliance with Minnesota Plan for Equal Employment Opportunity in Apprenticeship and Equal Opportunity Pledge. Each sponsor of an apprenticeship program must include in its Standards of Apprenticeship and apprenticeship opportunity announcements the following equal opportunity pledge:

The City of Saint Paul, will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. **The City of Saint Paul**, will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30.

Programs with fewer than five apprentices must submit the following: two copies of the proposed program, and include in its standards the approved equal opportunity pledge.

Programs with five or more apprentices must submit the following: two copies of the proposed program, including in its standards the approved equal opportunity pledge and a written affirmative action plan adopting one of the following four approved selection procedures under the Minnesota Plan for Equal Opportunity in Apprenticeship. (Attachment #4)

- (a) selection on a basis of rank from pool of eligible applicants;
- (b) random selection from pool of eligible applicants;
- (c) selection from pool of current employees; or
- (d) alternative selection procedure.**

18. **Hours of Work.** The maximum number of hours of work per week shall not exceed either the number prescribed by law or the customary regular number of hours per week for the employees of the company by which the apprentice is employed. Time spent in related and supplemental instruction for any apprentice shall not be included in the maximum number of hours per workweek.
19. **Overtime.** An apprentice may be allowed to work overtime provided that the overtime work does not conflict with related instruction course attendance. All time in excess of the number of hours of work per week as specified in the apprenticeship agreement shall be considered overtime. For overtime the apprentice's rate of pay shall be increased by the same percentage as the journeyworker rate of pay for overtime is increased in the same industry or establishment.
20. **Journeyworker wage rate.** If the apprentice is not covered by a collective bargaining agreement, the journeyworker wage rate upon which the apprentice agreement graduated schedule of wages is calculated may be determined by the sponsor with the approval of the Division.
21. **Qualifications of Apprentices.** Applicants for apprenticeship must be at least 18 years of age.
22. **Termination, Cancellation or Transfer of Apprenticeship Agreements.** Written notice. The Division of Apprenticeship must be notified in writing within 45 days by the sponsor of all terminations, cancellations, or transfer to apprenticeship agreements. All terminations shall be approved by the Division.
23. **Director to Approve Apprenticeship Agreements.** Every apprenticeship agreement is subject to approval by the Director and shall be signed by the committee, the employer, an association of employers, or an organization of employees, and by the apprentice.
24. **Apprenticeship Committees and Programs (if applicable).** Establishment of committees. Apprenticeship committees may be established by the Director to supervise the operation of apprenticeship programs. Establishment of a committee may be considered justified if either of the following conditions is met:
 - (1) When the employers and employees in a trade or trades are parties to a collective bargaining agreement requiring joint participation in program operation; or
 - (2) When five or more apprentices are enrolled under a program.
 - (3) The total number of members on a committee may range from four to twelve.
 - (4) In joint participation there shall be equal representation of employers and employees.
 - (5) Members shall be selected by the group or groups they represent subject to approval by the Director.
 - (6) A committee may have as one of its employee representatives, an active apprentice of record provided that the apprentice has completed a minimum of 6,000 hours of an apprenticeship term or has entered the fourth year of a term.
 - (7) Adoption of apprenticeship committee rules or changes must be submitted to the Director in writing for approval.
 - (8) The sponsor shall provide the names and addresses of the joint committee members listed according to representative groups. This list shall also indicate the secretary and chairperson of the committee and the jurisdictional area covered by the committee. (Attachment #5)
25. **Complaint Procedure.** Upon the complaint of any interested person or upon the Director's own initiative the Director may investigate to determine if there has been a violation of the terms of an apprentice agreement made under this chapter. Complaints must be made in writing within 60 days of the events giving rise to the complaint and must set forth the specific matters complained together with relevant facts and circumstances. Copies of pertinent documents and correspondence must accompany the complaint. The Division may conduct such proceedings as are necessary for that investigation and determination. All such proceedings shall be on a fair and impartial basis and in accordance with Minnesota Statutes Chapter 178.

26. Signature Page:

Kathy Lantry
Signature of Sponsor

KATHY LANTRY
Please Print Name

PUBLIC WORKS DIRECTOR - ST. PAUL
Title

1-29-19
Date

Union Representative (if applicable)

Ken Moody
Signature

Business Manager
Title

City Employees Union Local 363
Name of Union

1/29/19
Date

317 Central Ave SE Suite 500
Mpls MN 55414
Address of Union

APPROVED:
[Signature]
Director of Apprenticeship State of Minnesota

2/12/2019
Approval Date

2/12/2019
Effective Date

Related Instruction

Related training of at least 144 hours annually for all apprentices under this program will be as follows:

COURSE	LOCATION	HOURS/CREDIT
CDL Permit Training	City of Saint Paul	8
Class B CDL Training & Test (Truck and Bus with no restrictions for Airbrakes and Tanker Endorsement)	Dakota County Technical College	24
Snow Plow Operator Training (SPOT)	City of Saint Paul	40
Tacking Training (Asphalt plant procedures, flagging set up, public safety procedures)	City of Saint Paul Supervised training with a journeyman tack person	40
Smart Salting (MPCA)	City of Saint Paul Connie Fortin, Fortin Consulting	4
Work-Zone traffic control device training (LTAP and CTAP)	Warning Lights or City of St. Paul Safety Officer	1.5
Work-Zone Traffic Control Seminar	University of Minnesota	3
Management of hazardous materials and spill containment	Ramsey County	6
Illicit discharge detection and elimination	City of St. Paul Department of Public Works Sewer Utility	2
Posting Signs	City of Saint Paul	1
Radio Use and Etiquette	City of Saint Paul	.5
Driving Operating a Roller	City of Saint Paul	4
Driving Operating a Skid Steer	City of Saint Paul	8
Trailer and operating a riding mower	City of Saint Paul	8

Raking & Shoveling	City of Saint Paul	4
Total RTI		154

ATTACHMENT # 2

The undersigned sponsor will provide safety training of at least fifty (50) hours during the term of apprenticeship for all apprentices under this program in the following manner:

Safety Training

COURSE	LOCATION	HOURS/CREDIT
Proper use of PPE safety equipment	City of Saint Paul	.5
OSHA 30	Minnesota Safety Council	30
Monthly Safety Meeting	City of Saint Paul	12
First Aid and CPR	Minnesota Safety Council	8
Protecting your back, shoulders, knees, hands and hearing)	E-Learning	.25
Preventing slips, trip and falls	City of Saint Paul	.25
Hazard Communications and PPE	City of Saint Paul	.25
Injury reporting, Collison reporting and Silica safety	City of Saint Paul	.25
Safely loading and unloading materials from the box of the truck	City of Saint Paul	3
Heat Related Illness	City of Saint Paul	.25
Cell phone usage in Commercial Motor Vehicles	City of Saint Paul	.25
Safely loading and unloading material from the box of the truck	City of Saint Paul	3
Total Safety		58

Training facilities and environment shall be maintained to assure a healthful working atmosphere.

CERTIFICATION OF COMPLIANCE WITH MN WORKERS' COMPENSATION LAWS

Name of Policy Holder **the City of Saint Paul,**
Workers Compensation

Insurance Company Name: Protective Insurance Policy Number XI-2306310-01
Insurance Company Name not Agent Full Policy #
Dates of Policy Period Coverage 8/6/18 _____ through 8/6/19 _____
Start Date Ending Date

JOB PROCESS SCHEDULE

COMPETENCY	SOURCE	HOURS
New Employee Orientation (operations work rules and expectations, time and attendance training, performance evaluations, workplace conduct, email and data practices and racial equity training)	City of Saint Paul	16
Safely loading and unloading materials (asphalt, sand etc) from the box of the truck	City of Saint Paul	40
Radio use and etiquette	City of Saint Paul	2
Navigation	City of Saint Paul	300
Asphalt raking	City of Saint Paul	40
Shoveling	City of Saint Paul	655
Tamping with a plate compactor	City of Saint Paul	8
Tacking Loading materials, pot holes, skim patching	City of Saint Paul	200
Flagging	City of Saint Paul	20
Posting Signs	City of Saint Paul	120
Operating additional equipment (tack wagon, back pack blowers, mowing sign making)	City of Saint Paul	200
Smart Salting	City Saint Paul	200
Plowing, Maps and Routes	City of Saint Paul	200
Total OJT		2001

Apprentice will earn Class B CDL as part of hybrid apprenticeship program

Skill training need not be in the exact order as above. For purposes of statewide program consistency and training, 20% of the hours identified may be substituted with the sponsor specific processes at any time. The remaining 80% of the hours would be taught to the apprentice during the training program.

**REGISTERED APPRENTICESHIP AFFIRMATIVE ACTION
AND SELECTION PROCEDURE**

Affirmative Action:

The Sponsor will:

1. Communicate the sponsor's equal opportunity pledge in such a manner as to foster understanding, acceptance and support among the companies various officers, supervisors, employees and members as to encourage such persons to take the necessary actions and aid the sponsor in meeting its obligations under this plan.
2. Grant advanced standing or credit on the basis of previously acquired skills, experience, training or aptitude for all applicants equally.
3. When applicants are needed, information will be provided to the following groups regarding entry requirements, availability of apprentice openings and the place where applications will be received.

MN. Division of Apprenticeship

Attach list additional agencies and groups that receive dissemination material.

Qualifications of Applicants:

1. Applicants must be **18** years of age.
2. Applicants must be physically able to perform the work of the trade.
3. Applicants must have a **High School Diploma or GED**

Selection Procedure:

Selection procedures must conform to one of the four options under the Minnesota Plan for Equal Employment in Apprenticeship. Check the selection procedure that applies and provide an attachment describing the procedure.

1. Selection on the basis of rank from a pool of eligible applicants
2. Random selection from a pool of eligible applicants
3. Selection from a pool of current employees
4. **Alternative selection method (See attached job announcement)**

Records will include:

1. A summary of the interview of each applicant with the basis for selection or disqualification and identifying minority and female candidates.
2. Original application of each of the candidates.
3. Records of applications and selection will be maintained for five years.

APPENDIX C – General Policies Regarding Seniority

The following are general policies regarding seniority for personnel permanently assigned to the Department of

Public Works Street Maintenance and Sewer Maintenance Divisions and the Division of Parks and Recreation

in the classifications of *Driver-Operator, Laborer, Street Services Worker, Heavy Equipment Operator, Sewer

Services Worker, Groundswoker, Parks Worker, Tree Trimmer II, Power Clam Operator and Forestry Arborist.

These general policies will be followed when making job assignments to qualified employees. The productivity

needs of the utilizing division may be considered when making job assignments.

A. Department of Public Works

1. Class seniority in the *Driver-Operator and Laborer titles shall take precedence over the Street Services Worker and Sewer Services Worker titles for all work assignments. This includes Heavy Equipment Operators who also hold the title of *Driver-Operator and who are reduced to the title of *Driver-Operator.

2. Class seniority in the titles of *Driver-Operator and Street Services Worker shall be used to make temporary job assignments for Heavy Equipment Operator positions in the Street Maintenance Division.

3. Assignment to primary driving jobs will be made by class seniority. A minimum of 75% of the

primary driving jobs will be assigned by class seniority from Driver-Operator or Street Service Worker Classifications.

The forty (40) employees with the most seniority who hold a Commercial Driver's License will be represented by the Teamsters Local 120. These employees will receive a \$0.25/hour premium.

The fifteen (15) employees who hold the HEO classification with the most hours worked will be represented by the Operating Engineers Local 49.

4. Assignment to a shift eligible for shift differential premium pay shall be made based on class seniority. Senior employees in the affected class shall not be required to accept such assignment if there are employees in such class with less class seniority.

5. Regular assignments to the night shift or weekend shift shall be bid seasonally by seniority.

Winter season bids shall be made between October 15th and November 15th each year. Summer season bids shall be made after the full spring call back. The hours of each shift shall be defined on the bid sheet. Employees assigned a shift by seniority shall remain on that shift for the duration of the season, unless the shift is discontinued or mutually agreed to by the employee and the Department. The complaint assignments shall be bid annually to employees who meet qualifications. If an employee fails to meet the expectations of the position, it will be re-bid.

6. Temporary vacancies on a shift shall be made by upgrading the senior eligible employee on the

shift, who holds the title for the assignment. Should additional assignments become necessary, they shall be made by classification seniority from a temporary vacancy list. An employee may add or remove his/her name from this vacancy list at any time. If a temporary vacancy cannot be filled from the vacancy list, the position will be filled from the master seniority list.

C-



**DEPARTMENT OF
LABOR AND INDUSTRY**

February 12, 2019

Courtney Anderson-Ewald
The City of Saint Paul
1500 City Hall, Annex 25 W, Fourth Street
Saint Paul, MN 55102

Dear Courtney:

Congratulations!

The City of Saint Paul is granted provisional acceptance of the apprenticeship standards submitted for registration. The Minnesota Department of Labor and Industry Apprenticeship Division will periodically review your program to support your efforts and verify quality and conformity with the requirements.

- (a) A program that conforms to the requirements of Minnesota Statute Ch. 178 may be approved, or may continue to be provisionally accepted through the first training cycle.
- (b) A program not in operation or not conforming to the requirements of this chapter during the provisional period may be deregistered.

Enclosed is a copy of the apprenticeship standards for the occupation of Transportation Trainee (official copy for your files). Please accept our best wishes for success in the operation of your training program. Your Senior Field Representative, LaRohn Latimer, will contact you soon to answer any of your questions.

Best regards,

John Aiken

Director, Apprenticeship Minnesota

Budget

MAI Apprenticeship Grant

EXHIBIT 2

CITYSTPMAI2019 - SC #XXXXXX

Employer	Number of Apprentices	# of Apprenticeship Programs	Funding per apprentice	Total grant award	End date
Employer	Number of Apprentices	# of Apprenticeship Programs	Funding per apprentice	Total grant award	End date
St Paul Public Works	4	1	\$5,000	\$20,000	6/30/2020

Upon request for reimbursement, grantee will show which of the three categories the expenses are for:

1) apprentice tools and supplies;				
2) off-set related instruction costs;				
3) develop registered apprenticeship infrastructure				

Exhibit 3

**DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT (DEED) –
CONTACT INFORMATION AND ADDITIONAL TERMS & CONDITIONS
WORKFORCE DEVELOPMENT DIVISION (WDD) EMPLOYMENT & TRAINING PROGRAMS-Minnesota
Apprenticeship Initiative (MAI) Grant**

This attachment provides the 1) Contacts and the 2) Terms and Conditions known at this time of issuance. Following the list of Contacts below, the Terms and Conditions includes:

1) CONTACTS:

Program	Program Contact	Email	Phone
MAI	Jason Wadell	Jason.Wadell@state.mn.us	(651) 259-7552

Monitor Contact	WDA/Grantee	Email	Phone
John Vo	Annual fiscal, 2nd year required reviews, desk reviews, etc.	John.Vo@state.mn.us	(651) 259-7571
LaRohn Latimer (Department of Labor and Industry)	30/60/90 day review and annual compliance	LaRohn.Latimer@state.mn.us	(651) 284-5223
Leslie Philmon (Department of labor and Industry)	30/60/90 day review and annual compliance	Leslie.Philmon@state.mn.us	(651)-284-5330

Finance Contact	Program	Email	Phone
Reimbursement Payment Request (RPR) Submittal Address:	MAI Grant	Jason.Wadell@state.mn.us	(651) 259-7552

2) ADDITIONAL TERMS AND CONDITIONS:
--

Federal Award Notification (FAIN) Number:	AP-27834-15-60-A-27
Catalog of Federal Assistant (CFDA) Number:	17.268
Federal Funding Accountability and Transparency Act (FFATA) Description:	See Condition of Award
Notice of Award (NOA) Federal Award Signed Date (the date when the federal NOA was	9/28/2015

signed by the authorized official of the federal awarding agency).	
DUNs Number: WDA/Grantee must be registered and current with https://www.sam.gov/portal/SAM/#1	
Cost Category Definitions: See Condition of Award	

CHECK ALL THAT APPLY:

ADDITIONAL ATTACHMENTS TO EMAIL AS PART OF TERMS AND CONDITIONS	
	Federal award to DEED copy
	EO ADA Annual Assessment – Complete at DLI
	Minnesota Employment Law Posters (for Printing): http://www.doli.state.mn.us/ls/Posters.asp
	Federal Employment Law Posters (For Printing): http://www.dol.gov/compliance/topics/posters.htm
	Americans with Disabilities Act – Notice to the Public https://www.disability.gov/americans-disabilities-act/
	Monthly Reimbursement Payment Requests (RPR) – Templates (for completion) – Due to DEED after apprentice has been in program for at least 90 days.

ACRONYMS:

DOL – Department of Labor
ETA – Employment & Training Administration
FAIN – Federal Award Identification Number
FFATA – Federal Funding Accountability and Transparency Act
NGA – Notice of Grant Action (DEED)
NOA – Notice of Award (from DOL)
ETA – Employment & Training Administration
FAIN – Federal Award Identification Number

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:

- a. 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

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: _____

Minnesota Department of Employment and Economic Development
Employment and Training Programs Division

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