**Iowa Workforce Development**

**84F Apprenticeship Training Fund Award**

**Grant Agreement #/Name**

AY25-84F Apprenticeship Training Fund

# Agency of the State (hereafter “Agency” or “IWD”)

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| --- | --- |
| **Name / Principal Address of Agency:** Iowa Workforce Development 1000 E. Grand Ave Des Moines, IA 50319  | **Agency Contact Name / Address:** Ann Hoeppner1000 E. Grand Ave Des Moines, IA 50319 **Phone:** 515-725-3665**Email:** ann.hoeppner@iwd.iowa.gov  |

# Awardee (hereafter “Subrecipient”)

|  |  |
| --- | --- |
| **Name / Principal Address of Grantee:**   | **Subrecipient Contact Name / Address:** **Phone:**   |
| **Grantee Tax ID:** | **Grantee Sam.Gov Unique ID:**  N/A  |

# Award Information

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| --- | --- | --- |
| **Start Date:** July 1, 2024  | **End Date:** June 30, 2025 | **Award Amount:** 0.00 |
| **Purpose:** The purpose of the Iowa Registered Apprenticeship Development Fund(84F) is to provide financial assistance to encourage apprenticeship sponsors of new apprenticeship programs or expansion programs, with 20 or fewer apprentices to maintain apprenticeship programs in high-demand occupations.  |
| **Source of Funds:** The source of funds is State Appropriations effective 07/01/2024. Senate File 2432 provided funding for the Iowa Registered Apprenticeship Development Fund under Iowa Code §84F, as amended by 2024 Iowa Acts, Senate File 2432 the funding encourages small to midsize businesses to start or grow registered apprenticeships. The State of Iowa has appropriated $760,000 annually to support the growth of registered apprenticeship programs in high-demand occupations.  **Program Authority:** Iowa Workforce Development’s authority to award these grant funds is by the State of Iowa 90th General Assembly Senate File 2432appropriation effective 07.01.2024.  |

In consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. GRANTEE. "Grantee" means the entity described above, which is an apprenticeship sponsor or lead apprenticeship sponsor eligible for the financial assistance program created pursuant to Iowa Code Chapter 84F.

1. GRANT PERIOD. Grantee may obtain funds for costs incurred which are directly related to developing a long-term sustained program to train unemployed and underemployed central Iowans with skills necessary to advance to higher-paying jobs with full benefits. Grantee may obtain reimbursement for costs incurred between July 1, 2024 and June 30, 2025 that are directly related to this program.

1. PAYMENT. Total payment of funds under this Agreement shall not exceed the funding award amount listed on page one (1) of this agreement for costs directly attributed to the program as shown in the approved application unless modified in a written amendment to this Agreement. The above is not all-inclusive of Grantee’s obligations but is for summary purposes only. Grantee’s complete obligations are defined by the Notice of Funding Opportunity (NOFO), approved application and budget, this Agreement with any written amendments, and all applicable federal, state, local laws and administrative rules. All payments under this Agreement are subject to receipt by the Agency of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the Agency shall, at the option of the Agency, result in the termination, reduction or delay of state funds to the Grantee.

1. PAYMENT SCHEDULE. Payments are made on a reimbursement basis only. All requests for payment shall be made by one request for reimbursement by no later than September 30, 2025, using the standard Agency fund request form along with required documentation to substantiate the expenses. Grantee shall not submit requests for reimbursement for costs for which the Grantee has requested reimbursement or other payment through a program administered by the Agency or Iowa Economic Development Authority (IEDA). Invoices may be shared between agencies to ensure compliance. Funds will only be released to the Grantee once performance reporting requirements are verified with the Agency. If the total grant award amount has not been claimed by September 30, 2025, the Agency shall be under no further obligation for further disbursements.
2. USE OF FUNDS. Funds awarded may only be used to help cover the cost of conducting and maintaining an apprenticeship training program pursuant to Iowa Code Chapter 84F. Eligible dates for reimbursement consideration are restricted to July 1, 2024 to June 30, 2025.

**Potentially eligible expenses (list is not all inclusive):**

* For active apprentices registered in the RAPIDS system, reimbursement of wages for the registered apprentice(s) while on the job learning.
* During the time period there is at least one active apprentice registered in the RAPIDS system, the reimbursement of the salary for one Registered Apprenticeship Coordinator or one Apprenticeship Program Manager.
* Related Training Instruction tuition and associated fees for actively registered apprentices.
* Related Training technical instruction materials (e.g., textbooks, curriculum, etc.) for actively registered apprentices.
* During the time period there is at least one active apprentice registered in the RAPIDS system, in-house Related Training instructor salaries.
* Registered Apprenticeship single purchase of equipment/supplies not exceeding $5,000. Items such as, but not limited to:
	+ - Tools
		- Protective apparel or materials (e.g. PPE, gloves, uniforms)
		- Laptops/Computers

*Equipment exceeding the purchase price of $5,000 must have preapproval from Grant Manager and is at the discretion of the awarding agency*.

**Expenses that are not eligible for reimbursement (list is not all inclusive):**

* Pre-apprenticeship program expenses.
* Purchase or lease of a passenger, personal or business vehicle, including a side-by-side or an ATV.
* Vehicle maintenance
* Travel expenses i.e., flights, lodging, mileage reimbursement, vehicle rentals etc.
* Food related expenses.
* Gift cards or vouchers.

The Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

1. REPAYMENT OBLIGATION. Any award funds not expended within the timeframes referenced in Section 4 must be returned to the State. Recipients of these funds will be held accountable to these funding timeframes. In the event any funds are deferred or disallowed as a result of any audit or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to the Agency for the full amount of any ineligible amount and for all related penalties incurred. If the Agency determines at any time, whether through monitoring, audit, closeout procedures or by other means, that the Grantee has received Award funds or used Award funds which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned uses and given an opportunity to justify questioned uses. If it is the Agency's final determination that costs previously paid by the Agency are unallowable under the terms of the Agreement, the expenditures will be disallowed and within 30 days of the notice, the Grantee shall repay to the Agency all disallowed costs.
2. ASSESSED FEES.  Unique fees and charges will not be reimbursable.  Assessed fees include, but are not limited to:
	* + Termination fees,
		+ Special or additional delivery fees,
		+ Overdraft fees,
		+ Late payment fees,
		+ Warranty fees,
		+ Payment charges or transfer of asset fees (such as 2% more if you pay by mail vs. auto draft)
3. GRANT REPORTING. There are no program reporting requirements associated with this grant.

1. EXPENSE DOCUMENTATION. Documentation of expenditures and requested reimbursements must be compiled in a joint document, submitted as a PDF format. Photos of receipts will not be accepted.

**All expense documents must include:**

* Receipt or invoice with name of vendor, organization’s name, date that falls within the award period, and a clear description of goods or services provided.
* Proof of payment from the eligible Sponsor organization that includes the name of vendor, organization’s name, expense amount that matches receipt/invoice. Acceptable proof of payment includes front and back of cleared check, credit card statement, bank statement, etc.
* For wage reimbursement, IWD requires time sheets signed by the employer supervisor or HR and pay stubs or payroll register details for the employee for applicable pay periods (within award period) that include:
	+ Employee ID/Name;
	+ Name of business or organization;
	+ Total hours worked;
	+ Hourly wage;
	+ Total wages paid;
	+ Pay period and pay date;
	+ Title or position description of employee;
	+ Proof of payment for wages (payroll register or paystub);
	+ Timesheets to validate hours.

 Screenshots from the financial or accounting system for wage reimbursement for eligible positions may not be considered adequate proof of payment.

1. PROCUREMENT POLICY. Grantee is required to provide a copy of their procurement policy to IWD for purchases greater than $10,000. A procurement policy template will be provided upon request; however, it is the successful applicant’s responsibility to consult with qualified and knowledgeable legal counsel to determine any specific rules or requirements that apply to their individual circumstances. Grantee may seek permission for reimbursements for items that are over $5,000 utilizing the form provided by IWD. The Grant Administrator must grant approval prior to submission of reimbursement.

1. RESTRICTIONS. The financial assistance provided pursuant to this contract is for the exclusive benefit of the Grantee and for the performance of the work described in this Agreement and in the proposal approved by the Agency. Grantee shall not grant, loan, or further convey the financial assistance provided pursuant to this Agreement, to any subrecipients. Grantees awarded Iowa Apprenticeship Training Act Program 84E funds in this same award period are not eligible to receive funds for this award.

1. DEFAULT. The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Grantee in default of its obligations under this Agreement:
	* 1. Non-performance, repeated failure to provide complete, accurate and timely reporting or sufficient expense documentation;
		2. Grantee work product and services fail to conform with the terms of the proposal and any and all attachments;
		3. Failure to disclose a conflict of interest to IWD and receive IWD’s approval of the conflict of interest and mitigating measures;
		4. A material breach of any term of this Agreement; or
		5. Utilizing Award proceeds for purposes not described in the proposal approved by the Agency.

The Agency shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

1. TERMINATION. This Agreement may be terminated:
	* + By either party, without cause, after thirty (30) days’ written notice prior to the dispersal of any funds from the Agency;
		+ Immediately, if Grantee fails to timely cure a default;
		+ Immediately, as a result of the termination or reduction of funding to the Agency or if the Agency is no longer authorized to engage in activities or conduct business under this Agreement;
		+ Immediately, if Grantee violates State of Iowa Conflict of Interest laws; or
		+ Immediately, upon written mutual agreement by all parties to terminate the Agreement.

1. REMEDY UPON TERMINATION. In the event of termination of this Agreement, IWD shall be under no further obligation to disburse further payments. In the event of the termination of this Agreement, funding provided without required sufficient expense documentation is to be returned to the Agency within sixty (60) days of official notification of termination.

1. ASSIGNMENT AND DELEGATION. The Grantee shall not assign, transfer, or convey, in whole or in part, this Agreement. For the purpose of construing this clause, a transfer of a controlling interest in the Grantee shall be considered an assignment. The Grantee shall not delegate any of its obligations or duties under this Agreement without the prior written consent of the Agency. The Grantee shall not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Subrecipient under this Agreement.

1. COMPLIANCE WITH LAWS AND REGULATIONS; DECLARATION OF THE SUBRECIPIENT. The Grantee shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

* + - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
			2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
			3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
			4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
			5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
1. FALSE STATEMENTS. The Grantee understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

1. COMPLIANCE WITH EEO/AA PROVISIONS. The Grantee shall comply with the provisions of federal, state, and local laws, rules, and executive orders to ensure that no employee, applicant for employment, or other person involved with a program for which the funds are disbursed is discriminated against on the basis of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. Failure to comply with this provision shall be considered a material breach of this Agreement.

1. INDEMNIFICATION AGAINST LOSS OR DAMAGE. The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the “Indemnified Parties”), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments including, without limitation, the reasonable value of the time spent by the Attorney General’s Office, and the costs, expenses, and attorneys’ fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from or arising out of: any material breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee performance or attempted performance of this Agreement, including performance or attempted performance by any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by federal, state, or local laws; or any violation of any rights of any third party. The Grantee’s duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made by Grantee in connection with the performance of this Agreement, regardless of the date any potential claim is made or discovered by the Agency or any other Indemnified Party. The Grantee’s duties and obligations under this section shall not apply to acts or omissions taken or made by the Agency in connection with the Agency’s performance of this Agreement.

1. RIGHT TO REVIEW AND OBSERVE AND ACCESS TO RECORDS. The Agency shall have the right to review and observe, at any time, completed works or works in progress related to the Agreement. The Grantee shall permit the Agency or its agents to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, reports, papers, and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of the Agency, the Grantee shall deliver to the Agency, or its agents said documentation or materials.

1. PUBLIC RECORDS AND RECORDS RETENTION. All records submitted to or inspected by the Agency regarding this Agreement, including this Agreement, may be public records and are subject to the Open Records Law in Iowa Code Chapter 22. All records of the Grantee relating to this Agreement shall be retained through December 31, 2034.
2. RECORDS RETENTION. Grantee shall maintain books, records, and documents which sufficiently and properly document and calculate all reimbursement requests submitted to IWD throughout the term of this Agreement for a period of at least five (5) years following the date of closeout. All records must be retained for longer than the five-year (5) period if any appeal, audit, claim, or litigation is started and not resolved during that period. In these instances, the records must be retained for five (5) years after the litigation, audit, or claim or appeal is resolved.
3. SURVIVAL OF AGREEMENT. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

1. GOVERNING LAW. This Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

1. APPEAL OF AN AWARD DETERMINATION**.** Grantee will have thirty (30) calendar days from the date of the Award Determination Letter to appeal IWD’s determination. Grantee shall submit a written request for appeal of IWD’s decision to the Grant Administrator within the thirty-day time period. The request for appeal should include the stated variance, the requested amount, the specific item for review and the rationale. Once an appeal is received IWD will review the request for appeal and any additional documentation and issue a final decision.
2. FINAL AUTHORITY. The decision of the Agency shall be binding on the Grantee. The Agency shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement. Any decision by the Agency shall be deemed Final Agency Action pursuant to Iowa Code Chapter 17A, the Iowa Administrative Procedure Act. The Grantee may seek judicial review of the Agency’s decision in accordance with Iowa Code § 17A.19.
3. TRAVEL REIMBURSEMENT. If travel reimbursement is allowed for this award, all travel costs incurred by the Grantee shall follow the guidelines in the Department of Administrative Services – State of Iowa travel policies.
4. LEGISLATIVE, ADMINISTRATIVE, AND POLICY CHANGES. The Grantee expressly acknowledges that the Program is subject to legislative, administrative, and policy change(s) by the federal, state, or local governments. Should any such governmental unit enact, promulgate, or adopt laws, regulations, rules, or policies which alter or in any way affect the Program or the Project, the Grantee shall not hold the Agency liable in any manner for the resulting changes. The Agency shall use its best efforts to provide thirty (30) days’ written notice to the Grantee of any such change. During the thirty (30) day period, the parties shall meet and make a good faith effort to agree upon amendments to the Agreement to address the change(s). If the parties are unable to agree upon amendments to the Agreement, the Agreement shall be terminated. Nothing in this paragraph shall affect or impair the Agency’s right to terminate the Agreement pursuant to the termination provisions.

1. WRITING REQUIRED. No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. No change shall be made, either unilaterally or by agreement of the parties, that conflicts with the Iowa Code or applicable administrative rules.

1. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement. This Agreement is intended only to benefit the State of Iowa and the Grantee.

1. JOINT AND SEVERAL LIABILITY. If the Grantee is a joint entity consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally responsible for carrying out the activities and obligations of this Agreement and liable for any default of activities and obligations.

1. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

1. CONFLICT OF INTEREST. The Grantee represents, warrants, and covenants that no relationship that is or may be deemed to be a conflict of interest exists or will exist during the Agreement period between the Grantee and the Agency. The provisions of Iowa Code Chapter 68B shall apply to this Agreement. If the Agency determines that a conflict of interest existed or currently exists, the Agency may terminate this Agreement pursuant to Paragraph 13 of this Agreement, and the Grantee shall be liable for any excess costs to the Agency as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to the Agency.

1. GRANTEE CONFLICT OF INTEREST. The Grantee understands and agrees it must maintain a conflict-of-interest policy and that such conflict-of-interest policy is applicable to each activity funded under this award. Grantee was required to submit a Conflict-of-Interest form with their application. If any new conflicts arise, Grantee must disclose them in writing to the Agency and include a plan to mitigate the conflict of interest. The Agency must provide its approval for any conflicts of interest. A conflict of interest includes payments for goods, services, rent, or work to another company owned by Grantee or any company Grantee has an interest in, or a family member and/or a family member’s company. If Grantee fails to disclose a conflict of interest, they will receive a notice of default pursuant to Paragraph 12 of the Agreement and have fifteen (15) days to cure the default.

1. IMMUNITY FROM LIABILITY. Every person who is a party to the Agreement is hereby notified and agrees that the State of Iowa, the Agency, and all of its/their employees, agents, successors, and assigns are immune from liability for Grantee and its subcontractors’ activities involving third parties and arising from the Agreement. Pursuant to Iowa Code Chapter 669, the Agency and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

1. NONAGENCY. The Grantee, its employees, agents, and any subcontractors performing under this Agreement are not employees or agents of the State of Iowa or any agency, division or department of the State of Iowa simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor its employees shall be considered employees of the Agency or the State of Iowa for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

1. HEADINGS OR CAPTIONS. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

1. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Grantee should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.
2. DOCUMENTS INCORPORATED BY REFERENCE. The following documents and subsequent amendments are hereby incorporated by reference:
3. The Iowa Code (Chapter 84F and 84D)
4. Iowa Administrative Code (877 IAC 2019, 29)
5. Notice of Funding Opportunity
6. Approved Application and Budget
7. Notice of Award
8. CLOSEOUT. Grantee agrees to satisfy the closeout procedures of this grant within 90 days after the end of the period of performance (Period of Performance ends June 30, 2025, with Closeout ending September 30th, 2025). All expense and reporting documentation must be submitted prior to September 30th, 2025 to be considered.
9. INTEGRATION. This Agreement contains the entire understanding between the Grantee and

IWD and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void, and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

The Parties agree to the terms and conditions of this Agreement, and upon placing their signatures,

have hereby caused this Agreement to be executed.

**IOWA WORKFORCE DEVELOPMENT:**

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**Beth Townsend, Director** Date

Iowa Workforce Development

**AWARDEE:**

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Signature Date

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