

	STATE WORKFORCE DEVELOPMENT BOARD swdb.iowa.gov
Mission:	<i>The Iowa State Workforce Development Board oversees the development and implementation of the state workforce development plan. The SWDB ensures that state workforce regions have the resources to support employment programs across the state.</i>
	PUBLIC MEETING NOTICE
Date:	Friday, August 7, 2026
Time:	9:00 a.m. – 9:30 a.m.
TEAMS:	Microsoft Teams meeting Join: https://teams.microsoft.com/meet/275281554158765?p=LJlfMnl4YLnviZUYFP Meeting ID: 275 281 554 158 765 Passcode: Ze7No6yK Need help? System reference Dial in by phone +1 469-998-6043,,4042205# United States, Dallas Find a local number Phone conference ID: 404 220 5#

TENTATIVE AGENDA

1. Call to Order by LuAnn Scholbrock, Chair.
2. Roll call by Shelly Evans, Board Administrator.
3. **Action Item:** Approval of Meeting Agenda. (Agenda, Attachment 1)
4. Discussion of Grant Agreement between QTS and the Iowa Workforce Development Foundation (IWD Foundation) by Beth Townsend, Iowa Workforce Development. (Grant Agreement, Attachment 2)
 - 4.1 – Action Item:** Motion to approve Grant Agreement.
5. Discussion of Service Agreement between IWD Foundation and Iowa Workforce Development by Beth Townsend, Iowa Workforce Development. (Service Agreement, Attachment 3 and Subgrant Agreement, Attachment 4)

5.1 – Action Item: Motion to approve Service Agreement.

6. Discussion of Recommendation to Approve Engagement with RSM, US LLP to provide support services on behalf of the IWD Foundation by Beth Townsend, Iowa Workforce Development. (Engagement Letter, Attachment 5)

6.1 – Action Item: Motion to approve engagement with RSM, US LLP to provide services on behalf of the IWD Foundation and IWD.

7. Adjourn.

ACCOMMODATIONS:

Accommodations are available upon request for individuals with disabilities. If you need an accommodation, please contact Shelly Evans, Board Administrator, shelly.evans@iwd.iowa.gov, (515) 587-0050.

GRANT AGREEMENT

THIS GRANT AGREEMENT (the “Agreement”) is made as of August 7, 2026 (the “Effective Date”), by and among QUALITY TECHNOLOGY SERVICES, LLC (“QTS”) and IOWA WORKFORCE DEVELOPMENT FOUNDATION (the “Grantee” and together with Grantor, the “Parties” and each, a “Party”).

WITNESSETH

WHEREAS, in furtherance of its charitable and educational purposes, the Grantee has established a comprehensive educational program that seeks to strengthen Iowa’s talent pipeline in the skilled trades, as more fully described in Exhibit A (the “Program”);

WHEREAS, in furtherance of its philanthropic activities, QTS wishes to provide a grant to support the Program; and

WHEREAS, the Grantee wishes to receive this generous support from QTS in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

Section 1. The Grant. Subject to the conditions set forth in this Agreement, QTS agrees to make a grant to the Grantee in the aggregate amount of Five Million Dollars (\$5,000,000.00) (the “Grant”) and to make the proceeds of the Grant available to the Grantee to be used solely for the Program and substantially in accordance with the budget included in the proposal, each as set forth in Exhibit A, and for no other purpose. Without limiting the foregoing, the Grantee agrees that no part of the Grant will be used (i) to advance any purpose other than the one specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the “Code”); (ii) to carry on propaganda, or otherwise attempt, to influence legislation, within the meaning of Code section 4945 or (iii) to influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive, within the meaning of Code section 4945(d) and except as provided in Code section 4945(f). The Grantee is responsible for the appropriate expenditure of all Grant funds and for the conduct of the Program activities funded by the Grant, including any funds paid to and activities carried out by contractors or subgrantees in connection with the Program.

Section 2. Payment of the Grant. QTS will pay the Grant to the Grantee in cash in installments as follows:

<u>Grant Installment Amount</u>	<u>Payment Date</u>
\$2,500,000.00	On or prior to September 15, 2026
\$2,500,000.00	On or prior to September 15, 2027

Section 3. Recognition. The Grantee will obtain the advance written approval of QTS of the text of any other public statement, press release or other announcement made by the Grantee substantively describing QTS or the Grant. QTS may publicly refer to the Grant and QTS's support of the Program.

Section 4. Publicity; Confidentiality.

a. *Publicity*. On a mutually-agreed upon date, the Grantee and QTS will host an event and issue a joint press release announcing the Grant (collectively, the "Announcement"), with the content and message of the Announcement to be agreed in writing by QTS and Grantee and/or their respective designated agents and representatives. The Grantee agrees that all publicity generated by the Grantee, as applicable, relating to the Announcement will be coordinated with, and subject to the prior written approval of, QTS. Following the Announcement, the Grantee may publicly acknowledge the Grant. The timing and content of all other press releases and public announcement relating to the Grant or QTS will be subject to prior written approval of the QTS. QTS may publicly refer to the Grant and QTS's support of the Program, and the Grantee will reasonably cooperate with QTS in connection with QTS's publicity related to the Grant and QTS's support of the Program. QTS recognizes that under Grantee policy the results of the work performed under this Agreement may be publishable. Grantee, its employees and students engaged in the performance of this Agreement will be free to present at symposia or professional meetings, and to publish in journals, theses or dissertations, or provide online, or otherwise of their own choosing, methods and results of the work performed under this Agreement.

b. *Confidentiality*. "Confidential Information" means any confidential, proprietary or non-public information provided by or on behalf of a Party (the "Disclosing Party") to the other Party (the "Receiving Party") in furtherance of this Agreement (whether before or after the Effective Date). Confidential Information does not include information that is: (i) already known to the Receiving Party at the time of disclosure by or on behalf of the Disclosing Party as evidenced by written record; (ii) generally available to the public or becomes available to the public through no fault of the Receiving Party as evidenced by written record; (iii) developed independently of and without reference to the Confidential Information as evidenced by written record; or (iv) received from a third party who had a legal right to disclose such information without restriction as evidenced by written record. The Receiving Party will safeguard the Confidential Information to the same extent it safeguards its own confidential and proprietary information of a similar nature, but in all cases exercising no less than a reasonable standard of care. Any and all Confidential Information received by the Receiving Party in connection with the performance of this Agreement must be used only in support of the performance of this Agreement, and may not be used for any other purpose or disclosed to any person except to the Receiving Party's employees and representatives on a need-to-know basis in connection with the performance of this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by the Receiving Party pursuant to applicable law, regulation, or order with prior written notice to the Disclosing Party (to the extent legally permitted) in order to allow the Receiving Party to seek a protective order. Except as directed by a court of competent jurisdiction or required by law, this Agreement will be held in confidence by the Grantee.

c. This Section 4 will survive the termination of this Agreement.

Section 5. Reports; Access to Books and Records. The Grantee will provide formal reporting on the Program, which will include (i) detailed information, analytics and data collected by the Grantee in connection with the Program, which will include reporting against the goals set forth in the proposal on Exhibit A, (ii) a narrative report of the Grantee progress in achieving the purpose of the Program and (iii) an accounting of the use of the Grant funds to date (each, a “Report”) on or prior to each of October 1, 2027, and October 1, 2028. The Grantee will provide interim reports (metrics only) on a semi-annual basis and offer information as reasonably requested by the QTS from time to time, and will host meetings and site visits with QTS representatives upon reasonable request from time to time. The Grantee further agrees that its books and records, as related to this Agreement, will be made available for inspection by the Foundation, or any agent or representative of QTS, at reasonable times. The Grantee acknowledges and agrees that QTS will be entitled to use all information, analytics and data provided in the Reports for any purpose related to QTS’s charitable and educational activities, including, without limitation, in reporting and assessing the impact of QTS’s grantmaking activities.

Section 6. Intellectual Property. All rights to any copyrightable works provided by or on behalf of QTS to the Grantee shall be owned by QTS. The Grantee may not modify any such works without the prior written consent of QTS. If the Grantee adapts any copyrightable works provided by or on behalf of QTS to the Grantee, any such adaptation will reference and acknowledge “Quality Technology Services, LLC” (or any additional or successor name or branding determined by QTS in its sole discretion, upon written notice to the Grantee). This Section 6 will survive any termination of this Agreement.

Section 7. Representations and Warranties. The Grantee represents and warrants that (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) it is authorized to enter into, execute and fully perform all of the terms and conditions of this Agreement, (iii) it operates in compliance with all applicable federal, state, local and foreign laws and regulations, including, without limitation, those related to anti-bribery, anti-corruption and anti-terrorism and (iv) it has been recognized by the Internal Revenue Service (the “IRS”) as an organization described in Code section 501(c)(3). If the determination is revoked or modified by the IRS, or if the Grantee reasonably believes that the IRS is considering revoking or modifying the determination, the Grantee agrees to notify QTS immediately.

Section 8. Return of Unused Grant Funds; Termination.

a. *Return of Unused Grant Funds.* The Grantee agrees that, at QTS’s election in its sole discretion, including upon the termination of this Agreement in accordance with Section 8.b below, any portion of the Grant that is not obligated for the Program will be returned to QTS.

b. *Termination.* The Parties hereby agree that if either Party fails to comply with any term or condition of this Agreement in any material respect, the non-breaching Party will have the absolute right to terminate this Agreement upon at least fifteen (15) business days’ written notice to the breaching Party. In such a case, (i) QTS will not be obligated to pay any portion of the Grant not yet paid and (ii) the Grantee agrees to provide an accounting as to the use of any expended Grant funds.

Section 9. Assignment; Amendment. Both parties acknowledge that IWDF intends to assign its performative duties to Iowa Workforce Development (IWD). Beyond this, neither Party may assign its rights hereunder without the written consent of each other Party, and any assignment in contravention of this provision will be void *ab initio*. This Agreement represents the entire understanding of the Parties and may be amended only by a written instrument signed by each of the Parties.

Section 10. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and such determination will in no way affect the validity or enforceability of any other provision of this Agreement.

Section 11. Governing Law; Arbitration; Enforcement. QTS hereby reserves the right to enforce the terms of this Agreement, including by filing suit in a court of competent jurisdiction, and the Grantee agrees that QTS will have standing to bring any such suit. This Agreement will be governed by the laws of the State of Iowa. Each Party irrevocably consents to the non-exclusive jurisdiction of the state and federal courts located in Iowa for any actions, suits or proceedings arising out of or relating to this Agreement and agrees not to plead or claim, in any legal action or proceeding with respect to this Agreement brought in any of the aforesaid courts, that any such court lacks jurisdiction over such Party or that such venue is improper or that the action has been brought in an inconvenient forum. Nothing herein will affect the right of QTS to enforce this Agreement in any other jurisdiction.

Section 12. Binding Effect. This Agreement is binding upon the successors, personal representatives and assignees of the Parties.

Section 13. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one agreement after each Party has signed the counterpart. Delivery of an executed signature page of this Agreement by facsimile or by electronic transmission (in portable document format or via any electronic signature or delivery method) will be effective as delivery of a manually-executed signature page of this Agreement.

Section 14. Effect of Headings. The subject headings of the sections of this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of this Agreement.

Section 15. Communications. All communications under this Agreement will be in writing and will be mailed, personally-delivered, delivered by next-day air courier, or sent by electronic mail to the addresses set forth below:

Foundation	Grantee
Quality Technology Services, LLC 6601 College Boulevard Overland Park, KS 66211 Attention: Sudee Mirsafian Wright Email: sudee.wright@q.com with a copy to: Jones Day 90 South Seventh Street, Suite 4950 Minneapolis, Minnesota 55402 Attention: Mackenzie McNaughton Email: mmcnaughton@jonesday.com	Attention: Iowa Workforce Development Foundation ADDRESS E-mail: EMAIL

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date first written above.

QUALITY TECHNOLOGY SERVICES, LLC

By: _____
Name: Theo Yedinsky
Title: Chief External Affairs Officer

IOWA WORKFORCE DEVELOPMENT
FOUNDATION

By: _____
Name: LuAnn Scholbrock
Title: Chair

Exhibit A

Proposal to QTS August 7, 2026

Organizational Overview

Iowa Workforce Development Foundation is a 501(c)(3) organized in the State of Iowa.

Opportunity for Skilled Trades Workforce Investment

Eastern Iowa is experiencing significant economic growth driven by investments in advanced manufacturing, digital infrastructure, construction, logistics, and related industries. These investments are creating strong demand for skilled workers across the region while employers continue to face challenges recruiting and retaining qualified talent.

The need is particularly acute in the Cedar Rapids region, where planned infrastructure investments, industrial expansion, and long-term economic development strategies are increasing demand for electricians, pipefitters, carpenters, HVAC technicians, operating engineers, welders, industrial maintenance technicians, and other skilled trades professionals. At the same time, many employers are preparing to replace an aging workforce, creating additional pressure on existing talent pipelines.

While Eastern Iowa benefits from strong career and technical education programs, community colleges, labor apprenticeship programs, and workforce development partners, many organizations face capacity constraints that limit their ability to meet growing demand. Additional investment is needed to expand program capacity, modernize training environments, support student success, and strengthen connections between education and employment.

Addressing these challenges requires coordinated investments that expand training opportunities, strengthen regional partnerships, increase student awareness of skilled trades careers, and create clearer pathways from education to employment.

Proposed Solution

The Iowa Workforce Development Foundation (IWDF), in partnership with public school districts, community colleges, labor organizations, employers, workforce development partners, and community stakeholders, proposes to implement the QTS Skilled Trades Workforce Initiative to strengthen Eastern Iowa's skilled trades talent pipeline.

The initiative will expand access to skilled trades education and career pathways through a combination of institutional capacity building, student supports, apprenticeship preparation, and cross-sector collaboration. Funding will help more Iowans prepare for careers in construction, advanced manufacturing, and related trades while strengthening alignment between education, labor, workforce development, and industry partners.

Strengthen Skilled Trades Pathways across Eastern Iowa

A core component of the initiative will focus on expanding awareness of and access to skilled trades careers throughout Cedar Rapids, Clinton, and the broader Eastern Iowa region. Funding will support partnerships among schools, workforce organizations, employers, labor unions, and community institutions that help learners explore careers and successfully transition into training and employment opportunities.

Expand Training Capacity

The initiative will provide strategic investments to public school CTE programs, Eastern Iowa Community College, labor training programs, and other workforce partners. Grant funding may support equipment purchases, instructional materials, curriculum enhancements, facility improvements, instructor capacity, career exposure activities, and other efforts that increase the number of learners who can access high-quality skilled trades training programs.

Create Multiple Entry Points into Skilled Trades Careers

The initiative will support career-connected learning opportunities spanning high school CTE programs, dual-enrollment opportunities, community college credential programs, apprenticeship readiness programs, and registered apprenticeship pathways. Participants will gain technical skills, industry-recognized credentials, career awareness, and direct exposure to employment opportunities in construction, advanced manufacturing, and related industries.

Improve Learner Persistence and Completion

Recognizing that financial and personal barriers can impact student success, the initiative will support scholarships, stipends, transportation assistance, tools, equipment, testing fees, career navigation, and other learner supports that help participants remain engaged in training and successfully pursue employment opportunities.

Strengthen Regional Alignment and Collaboration

IWDF will leverage its relationships across education, industry, labor, and workforce development systems to convene partners, align investments, share promising practices, and strengthen pathways into skilled trades careers. These efforts will help ensure that training investments remain responsive to employer demand while creating a more coordinated workforce ecosystem throughout Eastern Iowa.

Subgrantees and Partners

IWDF will leverage its statewide network and deep relationships across Iowa's workforce, education, labor, and employer communities to implement a coordinated skilled trades talent pipeline. Through a combination of regional and statewide partnerships, IWDF will support organizations that are well-positioned to expand training capacity, strengthen career pathways, and create direct connections to employment opportunities in the skilled trades.

Public High School Career and Technical Education Programs

Through a competitive application process, a number of Eastern Iowa public school CTE programs will be selected to serve as subgrantees and implementation partners for skilled trades programming at the high school level. Preference will be given to high schools near QTS locations.

These programs provide students with early exposure to skilled trades careers, hands-on technical training, and opportunities to earn industry-recognized credentials and college credit.

College Partners

Eastern Iowa Community College will expand access to skilled trades training aligned with regional workforce demand. Funding may support construction trades, industrial maintenance, advanced manufacturing, apprenticeship readiness activities, industry-recognized credentials, and related workforce development programming.

University of Iowa Labor Center will expand its Multi-Craft Core Curriculum (MC3) pre-apprenticeship program into the Cedar Rapids region, creating additional pathways into registered apprenticeship and skilled trades careers. Funding will support program delivery, participant recruitment, coordination with labor, education, and workforce partners, and all related costs to this program expansion.

Labor and Apprenticeship Programs

The initiative will partner with labor organizations and their apprenticeship training programs to strengthen pathways into high-quality skilled trades careers. Labor partners will provide industry expertise and apprenticeship opportunities that support workforce development across the region. Grant funding will increase training capacity at the following local labor training centers:

- International Brotherhood of Electrical Workers (IBEW)
- United Association (UA)
- SMART
- United Brotherhood of Carpenters
- International Union of Operating Engineers (IUOE)

Workforce Development and Employment Partners

IWDF and its partners will work closely with employers, workforce development organizations, economic development organizations, and community-based partners to recruit participants, support career navigation, and connect learners to employment opportunities. These partnerships will help ensure that training investments align with regional workforce demand and create clear pathways into apprenticeships, employment, and long-term career advancement.

Grant Outcomes and Performance Metrics

The QTS Skilled Trades Workforce Initiative is designed to strengthen Eastern Iowa's skilled trades talent pipeline by expanding access to education, training, apprenticeship readiness, and employment opportunities. Through coordinated investments in training capacity, student support, workforce partnerships, and career-connected learning, the initiative seeks to increase participation in skilled trades programs and connect more Iowans to high-quality careers in construction, advanced manufacturing, and related industries.

IWDF and its subgrantees will track and report progress against the following performance measures over the two-year grant period. Individual targets may vary by subgrantee based on program design, geographic scope, and learner population served.

Metric	Definition
Learners Enrolled	Number of high school students, postsecondary students, adult learners, and other participants enrolled in grant-supported training programs
Certifications Attained	Number of industry-recognized credentials, certifications, certificates of completion, or similar recognized training milestones earned by participants
Scholarships / Stipends Disbursed	Number of learners receiving scholarships, stipends, emergency assistance, transportation support, tool assistance, or other forms of direct financial support
Learners Connected to Employment	Number of participants connected to employment opportunities, including registered apprenticeships, pre-apprenticeship-to-apprenticeship transitions, internships, work-based learning experiences, and direct job placement

IWDF will work with subgrantees to establish baseline conditions, set achievable targets, and implement performance tracking processes. Impact targets will be collected through subgrantee agreements and sent to QTS by November 15, 2026. Data collected through the initiative will be used to measure outcomes, identify promising practices, strengthen coordination among partners, and inform future workforce development investments throughout the state of Iowa.

Measurement and Reporting

IWDF will provide formal reporting twice a year, on the following dates:

- Interim Report: March 31, 2027
- Year One Report: September 30, 2027
- Interim Report: March 31, 2028
- Final Report: September 30, 2028

Reports will contain quantitative data alongside program narrative to provide qualitative context for the data and lessons learned. An expenditure report will be provided at the conclusion of the first and second year of the grant.

In addition to reports, IWDF will have check-in calls with QTS staff at least twice a year to provide progress updates, discuss challenges encountered, share lessons learned, and explore opportunities for further collaboration.

Budget

The QTS Skilled Trades Grant Initiative combines direct support for learners, investments in training capacity, and coordinated workforce development efforts designed to strengthen pathways into skilled trades careers. Grant funds may be allocated across four budget categories: Personnel, Program Expenses, Scholarships and Stipends, and Administration & Overhead (indirect costs). Collectively, these investments support program delivery, learner success, partner coordination, and long-term workforce system alignment. The categories align with the core elements of the grant, including institutional capacity building, learner support, coordination, and connections to employment.

Personnel

Personnel costs support the staff necessary to successfully implement the initiative. Eligible expenses may include salaries, wages, and related fringe benefits for program instructors, trainers, career navigators, student support personnel, project managers, workforce coordinators, and administrative staff whose time is dedicated to grant-supported activities. These positions are critical to delivering training, supporting learners, coordinating partners, managing subgrants, and achieving program outcomes.

Program Expenses

Program Expenses support the direct delivery and expansion of skilled trades training programs. Eligible expenses may include facilities and classroom costs, training equipment, instructional materials, curriculum development, technology, marketing and recruitment activities, employer engagement efforts, career exploration programming, and other costs that strengthen training capacity and promote participant enrollment and success. This category is intended to help institutions expand access to high-quality, industry-aligned training opportunities and respond to evolving workforce needs.

Scholarships and Stipends

Scholarships and Stipends provide direct financial support to learners participating in grant-funded programs. Eligible uses may include tuition assistance, scholarships, stipends, emergency financial assistance, transportation support, childcare assistance, tools and equipment, testing fees, and other costs that reduce barriers to enrollment, persistence, training completion, and employment attainment. These investments are designed to help learners successfully complete training and transition into employment opportunities, including apprenticeships.

Administration & Overhead

Administration & Overhead (indirect costs) support the organizational infrastructure necessary to manage and sustain grant activities. Eligible expenses may include financial management, compliance, reporting, information technology, legal services, auditing, executive oversight, office operations, and other general administrative functions that support implementation of the initiative. This category may also include communications, marketing, storytelling, and stakeholder engagement activities led by IWDF to document, promote, and share program outcomes, participant success stories, best practices, and lessons learned with funders, partners, employers, policymakers, and the broader workforce development community. These costs help ensure effective stewardship of grant resources, strong partner coordination, and timely reporting on program outcomes.

Budget by Partner

QTS's investment in these programs is vital support for students seeking to secure employment and meet the growing industry demand. Each partner in this initiative will strategically leverage this funding to address the identified barriers to training and employment growth in Iowa's skilled trades. The following projected budget outlines subgrant amounts by partner.

Partner	Grant Funding Allocation
IWDF	\$700,000.00
High School CTEs	\$1,800,000.00
Eastern Iowa Community College	\$1,000,000.00
University of Iowa Labor Center	\$500,000.00
IBEW	\$200,000.00
UA	\$200,000.00
Carpenters	\$200,000.00
SMART	\$200,000.00
IUOE	\$200,000.00
Total	\$5,000,000.00

This budget supports a multi-partner, high-impact strategy that aligns with Iowa’s workforce needs while creating equitable access to high-wage, high-skill career opportunities in the skilled trades. All expenditures are designed to be outcomes-driven and scalable, directly aligned with program goals of increasing training completion, credential attainment and job placement.



**AGREEMENT BETWEEN IOWA WORKFORCE DEVELOPMENT FOUNDATION
AND IOWA WORKFORCE DEVELOPMENT**

PREAMBLE

The Iowa Workforce Development Foundation (“Foundation”), a charitable organization founded within the State of Iowa, entered into a Memorandum of Understanding (“MOU”) with Quality Technology Services, LLC (“QTS”) on July 16, 2026. Under the MOU, the Foundation will receive \$5 million in grant funding over two years to support skilled trades workforce development initiatives across Eastern Iowa.

Of the total allocation, \$700,000 (\$350,000 per year) is designated for grant administration. This Agreement establishes the terms under which Iowa Workforce Development (“IWD”), an agency of the State of Iowa, will perform grant administration services on behalf of the Foundation in accordance with the MOU.

SCOPE OF SERVICES

From October 1, 2026 through September 30, 2028, at the behest of the Foundation, IWD shall perform the grant administration duties and deliverables mutually agreed upon by the parties.

As the administrator for this fund, the Foundation designates IWD to create an application to collect information related to each pre-selected Awardee by QTS. From this information, the Foundation designates IWD to create and administer a contract agreement which will be utilized for each Awardee outlining the parameters of the funds.

The Foundation will retain the executed agreements through the duration outlined in this MOU and throughout the interest period (ending September 30, 2031).

If an Awardee is discovered to be in default of the requirements outlined in the contract agreement, the Foundation designates IWD to notify the Awardee and QTS of the default. If the default is not cured within the stated timeframe in the contract agreement, the Foundation and QTS may prohibit any future unencumbered funding to said entity.

The Foundation directs IWD to administer award funds on a reimbursement basis and will release funds within a reasonable timeframe to the Awardee once expense validations have been completed.

The Foundation designates IWD to create and provide both the Foundation and QTS with progress report updates, twice per annual term outlining the status of fund reimbursements and generalized information of the funded projects.

Once all award funds have been dispersed, the Foundation designates IWD to provide a close out report to both the Foundation and QTS which will include an overview of the funded programs.

TERM AND TERMINATION

This Agreement shall be effective for two consecutive one-year terms beginning October 1, 2026 and concluding September 30, 2028.

Either Party may terminate this Agreement for convenience with sixty (60) days' written notice. Either Party may terminate this Agreement for cause if the other Party fails to comply with any material obligation under this Agreement and does not cure such failure within ten (10) days of receiving written notice.

Upon termination, IWD shall return any Foundation property, data, or materials and coordinate an orderly transition of grant administration responsibilities. IWD shall also return any unobligated funds.

COMPENSATION

The Foundation shall compensate IWD as follows:

- \$350,000 on October 1, 2026
- \$350,000 on October 1, 2027

CONFIDENTIALITY AND DATA PROTECTION

Both Parties shall comply with all applicable federal, state, and local laws governing the safeguarding of personally identifiable information ("PII") and any other confidential information exchanged under this Agreement.

OWNERSHIP

All final reports, data compilations, and deliverables produced by IWD under this Agreement are the property of the Foundation.

INDEMNIFICATION

Each Party shall indemnify the other from claims, liabilities, damages, costs, and expenses directly arising from its own acts or omissions in connection with this Agreement. These indemnification obligations shall survive termination of the Agreement.

INSURANCE

IWD is self-insured pursuant to Iowa Code Chapter 669 and Article VII, Section 1 of the Constitution of the State of Iowa.

GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Iowa. Any litigation arising out of or related to this Agreement shall be brought in an appropriate state or federal court located in Iowa.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes any prior agreements or representations. Any amendment must be in writing and signed by both Parties.

NO THIRD-PARTY BENEFICIARIES

This Agreement benefits only the Foundation and IWD.

REPRESENTATIONS

Each Party represents that:

- A. It has the authority to enter into and perform as agreed under this Agreement.
- B. All necessary approvals for execution and performance have been obtained.
- C. This Agreement is a valid and binding obligation enforceable according to its terms.

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement creates a partnership, joint venture, agency, or similar relationship. The Parties remain independent of each other.

WAIVER

No waiver of any provision is effective unless in writing and signed by the waiving Party. A waiver of one provision shall not be deemed a waiver of any other.

NOTICES

Notices shall be provided in writing by personal delivery, certified mail, or overnight courier to:

IWD Foundation

ATTN: LuAnn Scholbrock
1000 E. Grand Avenue
Des Moines, IA 50319

Iowa Workforce Development
Attn: Business Management
1000 E. Grand Avenue
Des Moines, Iowa 50319

SEVERABILITY

If any term is invalid or unenforceable, the remainder of the Agreement remains in effect.

SUCCESSORS AND ASSIGNS

This Agreement binds the Parties and their respective successors, assigns, and legal representatives.

SIGNATURES

Iowa Workforce Development

By: _____ Date: _____

Printed Name: Beth Townsend

Title: Executive Director

Iowa Workforce Development Foundation

By: _____ Date: _____

Printed Name: LuAnn Scholbrock

Title: Chair

SUBGRANT AGREEMENT

This Subgrant Agreement ("Agreement") is entered into by and between the Iowa Workforce Development Foundation ("IWDF") and [ORGANIZATION NAME] ("Subgrantee").

1. Purpose

IWDF has received funding from QTS Data Centers to administer the QTS Skilled Trades Workforce Initiative, a multi-year workforce development initiative designed to expand access to high-quality training and career opportunities in the skilled trades.

This Agreement establishes the terms under which IWDF will provide a subgrant to Subgrantee to support activities aligned with the goals of the QTS Skilled Trades Workforce Initiative.

About the QTS Skilled Trades Workforce Initiative

QTS Data Centers has launched a multi-year workforce development initiative to expand access to high-quality training and career opportunities in the skilled trades. Through this initiative, QTS is investing in education, training, industry partnerships, and career pathway development that help more learners prepare for in-demand careers in construction, advanced manufacturing, and related industries. The program is designed to strengthen regional talent pipelines, increase career awareness, expand training capacity, and help learners move more efficiently from classroom to career.

In addition to its role as fiscal intermediary, Iowa Workforce Development Foundation (IWDF) will IWDF will work with subgrantees to establish baseline conditions and grant scope, set achievable impact targets, and implement performance tracking processes. Data collected through the initiative will be used to measure outcomes, identify promising practices, and inform future workforce development investments across the state of Iowa.

2. Subgrant Award

Subgrantee: [ORGANIZATION NAME]

Award Amount: \$ _____

Period of Performance: _____ through _____

Subject to the terms of this Agreement, IWDF agrees to provide Subgrantee with funding to carry out the activities described in Exhibit A.

Funding will be disbursed in two annual installments:

- First installment: within ninety (90) days following IWDF's receipt of funding from QTS
- Second installment: on or about the second business day following the one-year anniversary of the first payment, subject to satisfactory progress and compliance with the terms of this Agreement

3. Program Activities

Subgrantee shall carry out the activities described in Exhibit A, which is incorporated into and made part of this Agreement. Subgrantee agrees to use grant funds solely for the purposes described in Exhibit A and in accordance with the approved budget. Any material changes to the scope of work or budget must be approved in writing by IWDF.

4. Reporting and Performance Requirements

Subgrantee shall collect and report information necessary to measure program performance and outcomes as described in Exhibit A.

Subgrantee agrees to:

- Submit reports and other deliverables according to the schedule outlined in Exhibit A.
- Maintain records sufficient to document program activities and expenditures.
- Provide reasonable information requested by IWDF regarding grant-funded activities.
- Participate in periodic coordination meetings, learning opportunities, or other activities reasonably related to grant implementation.

5. Use of Funds

Subgrantee shall use grant funds only for allowable expenses that support the activities described in Exhibit A. Grant funds may not be used for activities prohibited by applicable federal, state, or local law or for purposes unrelated to the approved project. Reasonable adjustments among budget categories are permitted provided that such adjustments do not materially alter the approved program objectives. Subgrantee may reallocate funds between budget categories as necessary to achieve program objectives, provided such changes do not materially alter the approved scope of work.

6. Records and Monitoring

Subgrantee shall maintain financial and programmatic records related to this Agreement for at least three (3) years following the end of the grant period.

Upon reasonable notice, IWDF may request supporting documentation sufficient to verify expenditures and program activities funded through this grant.

7. Public Recognition

Subgrantee agrees to acknowledge support from the QTS Skilled Trades Workforce Initiative in public announcements, press releases, reports, presentations, or other external communications related to grant-funded activities, subject to each organization's communications policies.

Any use of QTS, IWDF, or partner logos shall require prior approval from the respective organization.

8. Compliance with Laws

Subgrantee represents that it is organized and operated in compliance with all applicable federal, state, and local laws and will conduct grant-funded activities in accordance with those laws.

9. Termination

Either party may terminate this Agreement upon thirty (30) days written notice.

IWDF may suspend or terminate funding immediately if grant funds are used for purposes materially inconsistent with this Agreement or if Subgrantee is unable to carry out the approved project.

If the Agreement is terminated, any unexpended funds may be returned to IWDF on a prorated basis as determined by IWDF.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subgrant and may be modified only through a written amendment signed by both parties.

Signatures

Iowa Workforce Development Foundation By: _____ Name: LuAnn Scholbrock Title: Chair Date: _____	[ORGANIZATION NAME] By: _____ Name: _____ Title: _____ Date: _____
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Exhibit A

Program Scope, Performance Metrics, and Budget

1. Program Scope

[ORGANIZATION NAME] will utilize grant funding to support activities that strengthen pathways into skilled trades careers and advance the goals of the QTS Skilled Trades Workforce Initiative. Grant-supported activities will include:

[Insert customized scope of work describing planned activities such as equipment purchases, scholarships, instructor capacity, student supports, outreach, career exploration, pre-apprenticeship programming, apprenticeship readiness, labor-management partnerships, employer engagement, curriculum development, facility improvements, or other approved uses.]

Anticipated Impact

Through this investment, [ORGANIZATION NAME] expects to:

- Expand learner access to skilled trades education and career pathways
- Increase participation in training programs aligned with regional workforce needs
- Reduce financial and non-financial barriers to learner success
- Strengthen connections among education providers, employers, labor organizations, and apprenticeship programs
- Support learners in progressing toward industry-recognized credentials, apprenticeships, employment, or career advancement
- Contribute to a stronger long-term workforce pipeline for Eastern Iowa and the region's growing infrastructure and industrial economy

2. Performance Metrics and Reporting

[ORGANIZATION NAME] will track and report on the following performance metrics throughout the grant period. Metric definitions and targets may be adjusted by mutual agreement to reflect the organization's approved scope of work.

Metric	Definition	Target
Learners Enrolled	Number of high school students, postsecondary students, adult learners, apprentices, or other participants enrolled in grant-supported programs	[Insert Target]
Certifications Attained	Number of industry-recognized credentials, certifications, certificates of completion, or similar recognized training milestones earned by participants	[Insert Target]

Metric	Definition	Target
Scholarships / Stipends Disbursed	Number of learners receiving scholarships, stipends, emergency assistance, transportation support, tool assistance, or other forms of direct financial support	[Insert Target]
Learners Connected to Employment	Number of participants connected to registered apprenticeships, pre-apprenticeship-to-apprenticeship transitions, internships, work-based learning opportunities, direct employment, or career advancement opportunities	[Insert Target]

Reporting Schedule

The Subgrantee will submit performance and narrative reports according to the following schedule:

- Interim Report: March 15, 2027
- Year One Report: September 15, 2027
- Interim Report: March 15, 2028
- Final Report: September 15, 2028

Narrative and Qualitative Reporting

In addition to performance metrics, the Subgrantee will provide periodic narrative updates describing program progress, key accomplishments, participant success stories, notable partnerships, innovative practices, barriers encountered, lessons learned, and other qualitative outcomes. Photos, testimonials, and other supporting materials should be provided when available.

3. Budget

Grant funds may be allocated across the categories below to support the approved scope of work.

Category	Year 1	Year 2	Total
Personnel	\$	\$	\$
Program Expenses	\$	\$	\$
Scholarships & Stipends / Learner Supports	\$	\$	\$
Administration & Overhead	\$	\$	\$
Total	\$	\$	\$

Budget Category Definitions

Personnel

Personnel costs may include salaries, wages, fringe benefits, and contract instructional staff directly supporting grant-funded activities, including instructors, trainers, career navigators, program coordinators, apprenticeship readiness staff, or other personnel necessary for implementation.

Program Expenses

Program expenses may include training equipment, instructional materials, curriculum development, facilities costs, technology, employer engagement activities, participant recruitment, career exploration programming, outreach, and other direct program costs.

Scholarships & Stipends / Learner Supports

Learner supports may include tuition assistance, scholarships, stipends, tools, equipment, testing fees, transportation assistance, childcare assistance, emergency aid, and other supports designed to reduce barriers to participation and completion.

Administration & Overhead

Administrative costs may include financial management, reporting, compliance, technology, communications, office operations, and other indirect costs reasonably necessary to administer and support grant-funded activities.

By signing the Subgrant Agreement, the parties agree that this Exhibit A represents the approved scope of work, performance expectations, and budget framework for the grant award.



RSM US LLP

August 5, 2026

Piotr Wietrzak, CFO

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Des Moines, IA 50319

400 Locust Street, Suite 640
Des Moines, IA 50311
T +515.237.7430
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Re: Draft Statements of Work and Proposed Professional Services

Dear Piotr,

Thank you for the opportunity to continue supporting the Iowa Workforce Development Foundation. RSM US LLP is pleased to submit the enclosed draft engagement materials for your review and consideration.

The attached draft documents are intended to serve as the foundation for the final engagement package and include the proposed scope of services for:

- Finance and Accounting Outsourcing (FAO) services;
- Tax-exempt compliance and annual Form 990 preparation; and
- Related supporting services as outlined in the accompanying draft statements of work.

As currently contemplated, the final engagement documents will be structured under and incorporate the terms and conditions of the existing Master Services Agreement maintained through the Iowa Department of Administrative Services (DAS), as applicable as well as new terms for a tax engagement. The enclosed drafts are being provided to facilitate discussion of scope, responsibilities, and service delivery expectations before the final contract documents are assembled.

Subject to the successful completion of contract negotiations and execution of the final agreement, RSM anticipates providing the services described in the attached documents for a total amount **not to exceed \$200,000** over a four year term (initial two year term plus an option to renew two years if necessary. Billings will not exceed \$50,000 per year).

Please note that the attached documents are drafts and are being provided for review purposes only. A final consolidated engagement document, including the definitive scope of services, contractual terms, and detailed fee schedule, will be prepared and delivered following completion of negotiations and mutual agreement on all commercial and contractual provisions. The final fee schedule will be incorporated into that combined document and will govern the services ultimately performed under the engagement.

We appreciate the opportunity to partner with the Iowa Workforce Development Foundation and look forward to working collaboratively to finalize the engagement structure. Should you have any questions

8/4/2026

Page 2

regarding the enclosed materials or wish to discuss any aspect of the proposed services, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel Anderson", with a stylized, cursive script.

Joel Anderson

Partner

RSM US LLP

Enclosures:

- Draft FAO Scope of Services and Scope Exhibit
- Draft Tax Services Statement of Work
- Draft Tax Engagement Letter and Related Standards of Service