

# 2023 SD Workforce Education Grant

## Nonprofit Entity Grant Competition Guidelines

*Released: February 13, 2023*

*Due: March 31, 2023 at 10 a.m. Mountain*

*Awards Announced: April 25, 2023*

Email applications to: [jamie.boettcher@state.sd.us](mailto:jamie.boettcher@state.sd.us) 10 a.m. Mountain on grant application due date.

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## Workforce Education Grant Background

In 2013, the South Dakota Legislature established the Workforce Education Grant fund through [SB 235](#). The initial grants were awarded only to secondary schools. The law was amended in 2016 via [SB 132](#) to allow private, nonprofit entities that “provide specialized career and technical services and education” to receive grant funds for training programs aligned to postsecondary technical education, providing work-readiness skills, and preparation for high demand technical careers. In 2019, up to \$250,000 will be awarded to qualifying private, nonprofit entities.

**The Workforce Education Grants provide funding to make transformative change in career and technical education programs in South Dakota.** High quality CTE programs give learners the knowledge, skills and experiences to be well prepared for postsecondary education and the workforce. Partnerships among secondary education, postsecondary education, and business & industry lay the foundation for modern CTE programs. These grants will efficiently increase the number of students with access to high quality career and technical education programs in the state.

South Dakota has taken the challenge of preparing and building its skilled workforce head on. Unemployment rates are low, the business climate ripe, and meaningful, well-paying careers await individuals in multiple industries. Education that blends academics, technical skills, career exploration, work-based learning, and the development of soft skills can be an expressway to success.

## South Dakota Administrative Rule 24:10:47

Per the direction given in [SB 235](#) and [SB 132](#), the South Dakota Board of Education promulgated administrative rules to provide consistent guidelines regarding the distribution of monies from the Workforce Education Fund. The rules can be accessed in [Chapter 24:10:47](#) at <http://sdlegislature.gov>. The chapter governs grants to both secondary schools and private, non-profit entities who offer specialized career and technical education services and training. Applications from private, nonprofit entities should follow only the rules which apply to them.

## Grant Purpose & Eligibility

The Workforce Education Grants are designed to demonstrate alignment to postsecondary education and South Dakota workforce needs, developing the state's talent pipeline for workforce development and economic growth. Projects must provide work-readiness training, including technical training. Projects cannot include adult basic education, English learner services, or high school equivalency training programs.

Eligible applicants are private, nonprofit entities that provide specialized career and technical services and education as referenced in [SDCL 13-13-89](#). The entities that are awarded grants will serve as fiscal

agents through the completion of their projects. All applications must demonstrate commitment by all grant partners to the grant project and its sustainability following the conclusion of the grant.

Proposed projects must meet the following criteria:

1. Build, reform or enhance a career and technical education (CTE) program;
2. Align to high-skill, high-demand, and high-wage careers and postsecondary education programs in South Dakota; and
3. Demonstrate the ability to complete the project.

Private, nonprofit entities are not expected to have previously demonstrated success in all proposed grant activities but must exhibit assurance and capacity to achieve the project's outlined goals. **In developing the application, entities should pay particular attention to how the vision of the project will promote modern, high quality technical education, partner with industry to provide learners preparation for the state's high-demand career fields, produce equitable access to students of all backgrounds, efficiently invest grant funds, and build partnerships for strong career pathways.**

Proposed projects must fall within one *or more* of the following categories:

1. Evaluation for alignment to postsecondary education and work force demands;
2. Development of career pathways or programs of study;
3. Development of career guidance or work-based learning programs;
4. Educator training;
5. Facilities;
6. Equipment; or
7. Instructional materials.

## **Grant Submission Guidelines & Anticipated Award Timeline**

Grants will be awarded so that they may begin in June 2023. Up to \$250,000 is available to private, nonprofit entities in 2023.

The Workforce Education Grants will be awarded through a competitive submission and review process. As such, grant teams are expected to make significant and meaningful improvements to training programs; applications should not be one-off projects for small purchases.

Priority for grants to private, nonprofit entities shall be given to entities which demonstrate alignment to postsecondary education and South Dakota workforce needs and include plans for sustainability. The Workforce Education Grants are one-time awards. If additional grants are available in the future, entities will not be re-awarded funds to sustain the initial award.

**Grant applications are due March 31, 2023.** Awards will be announced by April 25, 2023. Incomplete or duplicate applications will not be considered. Complete applications will include a grant application (Appendix A), budget and narrative (Appendix B), and signed grant assurances (Appendix C).

**A .pdf copy of the complete and signed grant application must be emailed to [jamie.boettcher@state.sd.us](mailto:jamie.boettcher@state.sd.us) 10 a.m. Mountain on the grant application deadline. Applications that do not comply with both deadline requirements will not be considered.**

Applications will be scored by a team of reviewers who represent secondary and postsecondary education, workforce development, and economic development. Reviewers may not be involved in any aspect of activities proposed in grant applications, whether in connection to the nonprofit entity, as part of a postsecondary partnership, or business partnership.

## Grant Match

The Workforce Education Grants require a one-to-one match, meaning the full amount requested from the state grant funds must be matched in an equal amount from non-state grant funds. The match may come from in-kind and/or monetary contributions by the LEA, community contributors, or business and industry partners.

Matching funds must be:

- adequately documented (i.e., time and effort records, invoices, current fair market value, etc.),
- necessary and reasonable for accomplishment of the project objectives,
- provided for in the approved budget, and
- the values for the contributions of services and property must be established as they would for federal grants in accordance with the [CFR Part 200 Uniform Guidance §220.306](#).

Match may be documented only in the award period. In other words, match cannot be used for expenses incurred or gifts given before or after the approved grant project dates. If, through the review process, match is determined ineligible, applicants must either provide an alternative source of eligible match or the state grant will be reduced to equal the eligible match.

If awarded a grant, nonprofits will be reimbursed an amount equal to or less than the documented match available for the reimbursement period. In other words, grant reimbursements will not exceed documented match.

## Supports & Assistance Provided to Grantees

Private, nonprofit entities that receive Workforce Education Grants will have up to 18 months to complete their projects as detailed in the application. In addition to financial resources, all awardees will receive technical assistance from the SD Department of Education's Division of Career and Technical Education (DCTE) to meet the intended outcomes of the grant project.

Examples of technical assistance, depending on the needs of the nonprofit and grant project, may include:

- Calls or webinars with grant team members.
- On-site coaching or assistance.
- Facilitation between grant partners.
- Convenings involving applicable Workforce Education Grant projects.
- Feedback on progress reports and final project reports.

In addition to technical assistance, the DCTE team will support nonprofits by sharing strategies, best practices, and lessons learned during the grant period. Grantees will be asked to participate in periodic knowledge capture activities such as site visits, surveys, and interviews. Fiscal and data monitoring will also be conducted throughout the grants' life cycles.

### **Eligible Partnerships**

The lead grant applicant must be private, nonprofit entity in South Dakota. If South Dakota schools participate in awarded grant projects, they must be accredited by the South Dakota Department of Education and in good standing. Any grant activities related to secondary Career & Technical Education (CTE) programs must be part of approved programs (or become approved programs in the process of completing the grant project).

The lead private, nonprofit entity must authorize a decision maker for the duration of the grant project to serve as the project manager. The grant's project manager will coordinate and drive the work of all involved grant partners to ensure quality completion, fiscal accountability, and sustainability of the project. The grant's project manager will serve as the liaison with Department of Education's Division of Career and Technical Education (DCTE).

### **South Dakota's In-Demand Occupations**

The South Dakota Department of Labor & Regulation's (DLR) Labor Market Information Center (LMIC) publishes labor market and wage data that can be used in supporting applications for the Workforce Education Grants. Employment projections can be found at [http://dlr.sd.gov/lmic/menu\\_projections.aspx](http://dlr.sd.gov/lmic/menu_projections.aspx). Wage data is located at: [http://dlr.sd.gov/lmic/menu\\_occupational\\_wages.aspx](http://dlr.sd.gov/lmic/menu_occupational_wages.aspx).

These grants are intended to develop the state's talent pipeline for workforce development and economic growth. Grants applications should clearly define and justify how the project will fulfill the intent of the Workforce Education Grants.

### **Evaluation & Budget**

Grant applications should clearly identify how the project will be assessed throughout the project for impact, success, and needed changes. Grant activities will be evaluated throughout the project via

progress reports, on-site visits, and other contacts. A final grant report will be due within one month of the project's completion. As a condition of funding, nonprofits must agree to participate fully in grant evaluation.

All grant applications must include a detailed budget request and a corresponding narrative which cover the entire length of the proposed project (provided in Appendix B). The budget must note expenditures to be made by the grant, in-kind match, and monetary match. Together, the budget request and narrative should illustrate what it will cost to implement the plan and meet the intended outcomes. The budget must list all direct costs associated with implementation of the project and propose expenses which are reasonable, allowable, and justified.

## Grant Conditions

Grant applications must follow the outline provided in Appendix A. In addition, grant assurances for fiscal accountability are noted in Appendix C. Complete applications will include a grant application, budget and narrative, and signed grant assurances.

All grantees will be subject to the following conditions:

1. The amount of a grant may not exceed the actual cost of the project as proposed in the application.
2. Grants will be paid on a reimbursement basis. At least one reimbursement, with corresponding progress report, must be submitted quarterly to cover the expenditures incurred that quarter. Reimbursement is subject to adequate progress on the project's goals.
3. Grant funds must be necessary and reasonable to complete the project.
4. Documentation must be available to support all expenditures, and expenditures must be approved before the end of the grant period.
5. For projects involving capital expenditures, all work paid with grant funds must comply with all applicable building codes and standards.
6. Projects must be completed within 18 months following grant approval.
7. A grant project must be supported with local match resources, including monetary resources and in-kind contributions, in an amount equal to the awarded grant funds to show support for long-term sustainability of the project.
8. Grant funds may not be used for salaries and benefits, costs associated with writing the grant proposal, contractual obligations which began before the award date, purchases that become the property of any individual or organization other than the grantee, tuition and fees, or purchases or services beyond the project outcomes or activities.

The submission of false or misleading statements, omissions, or information as part of a grant application or the failure to comply with applicable requirements for private, nonprofit entities in [24:10:47](#) shall be considered a default on the terms of a grant. In the event of a default, the department may require the grantee to repay the grant to the department within 30 days of a written demand from the department. The department may begin a civil action to recover any grant funds that a grantee is required to repay.

## Application Format

Grant applications are due March 31, 2023. Awards will be announced by April 25, 2023. Incomplete or duplicate applications will not be considered. Complete applications will include a grant application (Appendix A), budget and narrative (Appendix B), and signed grant assurances (Appendix C).

A .pdf copy of the complete and signed grant application must be emailed to [jamie.boettcher@state.sd.us](mailto:jamie.boettcher@state.sd.us) by 10 a.m. Mountain on the grant application deadline.

The Workforce Education Grants require a one-to-one match. The match may come from in-kind and/or monetary contributions by the LEA, community contributors, or business and industry partners. See page 5 for more information.

**Applications must make clear what the project is, what it will accomplish, and why it is important. Applications should not include extraneous material.** Succinct applications which clearly address the criteria of are expected. Complete applications are those which include:

1. Application as described in Appendix A
2. Complete budget and budget narrative as described in Appendix B
3. Complete and signed grant assurances from Appendix C

## Contacts

**General questions** about the Workforce Education Grants can be directed to:

Jamie Boettcher, Regional Specialist  
Division of Career & Technical Education  
[Jamie.Boettcher@state.sd.us](mailto:Jamie.Boettcher@state.sd.us)  
605.220.3441

For questions on **financial accounting** related to grant awards, contact:

Krislyn Norgaard  
Division of Finance & Management  
[krislyn.norgaard@state.sd.us](mailto:krislyn.norgaard@state.sd.us)  
605.773.4748

OR

Bobbi Leiferman  
Division of Finance & Management  
[bobbi.leiferman@state.sd.us](mailto:bobbi.leiferman@state.sd.us)  
605.773.5407

## Appendix A: Application Outline

The following outline is provided to develop applications. The questions below each section heading are intended to guide applicants' thinking but should not be viewed as exhaustive or prescriptive. Page lengths provided after each narrative section are offered as suggestions, not as requirements.

**A .pdf copy of the complete and signed grant application must be emailed to [jamie.boettcher@state.sd.us](mailto:jamie.boettcher@state.sd.us) by 10 a.m. Mountain on the grant application deadline.**

**Grant applications are due March 31, 2023.** Awards will be announced by April 25, 2023. Incomplete or duplicate applications will not be considered. Complete applications will include a CTE grant cover page (page 28), grant application (Appendix A), budget and narrative (Appendix B), and signed grant assurances (Appendix C).

### **CTE Grant Cover Page** *(provided on page 28 of application)*

- Non-Profit name, Main contact (name/phone/email), Project Title, Total Amount Requested, Brief Project Summary, Clusters Served, Courses that will benefit, & teachers that will benefit

### **Application Cover Page/Overview** *(1-2 pages on organizational letterhead, signed by an authorized representative)*

- What is the project?
- Why should this project be done at this time?
- How will the project develop the state's talent pipeline for workforce development and economic growth?
- In what ways will the project better prepare learners for success in college and/or the world of work?
- How will the project support and align education programs/systems and workforce needs?
- How will the project promote modern, high quality technical education? Provide students preparation for the state's high-demand career fields? Produce equitable access to students of all backgrounds and geographic locations? Efficiently invest grant funds? Build partnerships for strong career pathways?
- In what ways will the project make significant and meaningful change to career & technical education programs?

### **Narrative Section 1: Project Goals & Objectives** *(1-2 pages)*

- What are the overall goals for this project, especially related to the priorities of the Workforce Education Grants?
- In what ways does this project add value to the workforce strategies of your community? Your region? The state?
- If you could accomplish anything with this award, what would change in your community? Region? The state?
- How will you know learners are more ready for postsecondary education and/or careers because of this award?

- How will learners be more aware of and knowledgeable about in-demand careers in South Dakota?

**Narrative Section 2: Commitment & Capacity** (1-2 pages)

- What is the mission of the applying organization? How does the mission drive and/or support the proposed grant project?
- What types of “specialized career and technical services and education” does the organization currently offer? How does the proposed project align with existing work?
- What work is already underway to support this project’s completion and success?
- Who will serve on the grant team and what value will they bring to the project?
- Who will serve as grant project manager? How will he/she ensure the project is successfully completed and is implemented as a collaborative effort to accomplish the grant’s goals?
- What evidence do you have that warrants funding this project?
- What will this project look like in five years?
- What have you done to demonstrate commitment to the project?
- What is the proposed implementation timeline? All projects must be complete within 18 months of the grant award.
- What background information or special circumstances are important for the review team to understand? Provide supporting evidence.
- How will the project be evaluated?

**Letters of Support from Partner School Districts, Postsecondary Institutions, &/or Business & Industry Partners** (1 page each on letterhead, signed by an authorized representative)

- What school districts, businesses, organizations, postsecondary institutions, etc. will be partners on this project?
- What role will the partner play for the success of the project?
- Why is the partner interested in being part of the project?

**Budget & Budget Narrative** (see Appendix B – 2-3 pages)

**Grant Assurances** (see Appendix C)

## Appendix B: Budget & Budget Narrative

Applicants must provide a budget narrative to justify the grant dollar requests being made and explain all match resources in detail, including calculations for any in-kind or monetary contributions. Based on the budget narrative, applicants must use the budget template below to summarize all direct costs and grant match sources associated with the implementation of the proposed plan.

Please note the following grant conditions:

1. The amount of a grant may not exceed the actual cost of the project as proposed in the application.
2. Grants will be paid on a reimbursement basis. At least one reimbursement must be submitted each quarter to cover the expenditures incurred that quarter. Reimbursement is subject to adequate progress on the project's goals.
3. Grant funds must be necessary and reasonable to complete the project.
4. Documentation must be available to support all expenditures, and expenditures must be approved before the end of the grant period.
5. For projects involving capital expenditures, all work paid with grant funds must comply with all applicable building codes and standards.
6. A grant project must be supported with local match resources, including monetary resources and in-kind contributions, in an amount equal to the awarded grant funds to show support for long-term sustainability of the project.
7. Grant funds may not be used for salaries and benefits, costs associated with writing the grant proposal, contractual obligations which began before the award date, purchases that become the property of any individual or organization other than the grantee, tuition and fees, or purchases or services beyond the project outcomes or activities. However, matching funds can be used for salaries and benefits.

The Workforce Education Grants require a one-to-one match meaning the full amount requested from the state grant funds must be matched in an equal amount from non-state grant funds. The match may come from in-kind and/or monetary contributions by the nonprofit, community contributors, or business and industry partners. See match details on page 5.

The Workforce Education Grants are one-time awards. If additional grants are available in the future from the workforce education fund, grantees will not be re-awarded grants to sustain the initial award.

Budget Template – Grant Funds

Workforce Education Grant Reimbursement Claim Form - Grant Funds							
Organization							
Grant #							
Date claim was submitted							
Period in which services were performed							
Total claim	\$						
<b>Total Approved Budget</b>	\$	-					
	Salary & Benefits	Purchased Services	Travel	Supplies & Materials	Equipment	Other Project Costs <sup>4</sup>	Administrative Costs <sup>4</sup>
Approved Budget							
Previously Claimed Expenditures							
Current Claimed Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Claimed Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Budget Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Reimbursement Details</b>							
	Item Description	Salary & Benefits	Purchased Services	Travel	Supplies & Materials	Equipment	Other Project Costs
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
	<b>TOTAL CLAIM</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	* Construction, land purchases, etc. (specify)						
	** not to exceed 2% of match total						

Budget Template – Matching Funds

Workforce Education Grant Reimbursement Claim Form - Grant Funds							
Organization							
Grant #							
Date claim was submitted							
Period in which services were performed							
Total claim	\$	-					
<b>Total Approved Budget</b>	\$	-					
	<b>Salary &amp; Benefits</b>	<b>Purchased Services</b>	<b>Travel</b>	<b>Supplies &amp; Materials</b>	<b>Equipment</b>	<b>Other Project Costs*</b>	<b>Administrative Costs**</b>
Approved Budget							
Previously Claimed Expenditures							
Current Claimed Expenditures	\$	-	\$	-	\$	-	\$
Total Claimed Expenditures	\$	-	\$	-	\$	-	\$
Budget Balance	\$	-	\$	-	\$	-	\$
<b>Reimbursement Details</b>							
Item Description	<b>Salary &amp; Benefits</b>	<b>Purchased Services</b>	<b>Travel</b>	<b>Supplies &amp; Materials</b>	<b>Equipment</b>	<b>Other Project Costs</b>	<b>Administrative Costs</b>
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
<b>TOTAL CLAIM</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
*Construction, land purchases, etc. (specify)							
**not to exceed 2% of match total							

If awarded a grant, the applicant will need to state on the invoice the breakdown of the reimbursement request by the budget categories approved in the grant. The applicant is responsible for keeping track of their budget (including match budget) and should notify DOE staff if they will be over any budget category.

## Appendix C: Grant Assurances

**ASSURANCES AND CERTIFICATION STATEMENT:** The below named applicant assures the South Dakota Department of Education that this project will be administered in compliance with the assurances contained in this application, with state laws and regulations applicable to the use of these funds, that the information contained in this application is accurate and complete, and that the board of the above named applicant has authorized me as its representative to file this application. No signature is necessary for application of this grant, but assurances be recognized and signed once grant is awarded.

Lead Private, Nonprofit Entity: \_\_\_\_\_

If the organization is registered under a name different that the one listed above or on the letterhead provided in the application, please provide it:

\_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Grant Project Manager: \_\_\_\_\_

*Name*

*Title*

\_\_\_\_\_

*Email*

*Phone Number*

Authorized Representative: \_\_\_\_\_

*Printed Name*

*Title*

\_\_\_\_\_

*Signature*

*Date*

### GRANT AGREEMENT TERMS AND CONDITIONS

#### 1. STANDARDS OF WORK

Grantee agrees to implement the subaward and perform pursuant to the requirements of the Agreement in a manner consistent with that level of care and skill ordinarily exercised by subrecipients currently practicing under similar conditions, particularly in reference to restricted or sponsored programs.

## 2. ADMINISTRATIVE CONSIDERATIONS

Where policies of Grantee differ from those of the State, such as travel reimbursement, fringe benefits, indirect costs, etc., the policies of the Grantee shall be applicable to cost incurrences under the Agreement provided such policies comply with awarding agency regulations.

## 3. DISCLOSURE OF INFORMATION

Any confidential information or personally identifiable information (PII) acquired by Grantee during the course of the subaward shall not be disclosed by Grantee to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the State, either during the term of the Agreement or in the event of termination of the Agreement for any reasons whatsoever. Grantee agrees to abide by applicable state regulations regarding confidential information and research standards, as appropriate.

## 4. MONITORING PLAN AND REPORTING

The State will monitor Grantee to ensure compliance with program requirements and identify any failures in the administration and performance of the award. The monitoring plan will also serve to identify whether the Grantee needs technical assistance. In addition to program performance, the State will monitor financial performance. Monitoring will be used to document allowable and unallowable costs, time and effort reporting and travel. Monitoring also will be used to follow up on findings identified in an earlier monitoring visit, from document reviews or after an audit to ensure that subrecipient took corrective action. As appropriate, the cooperative audit resolution process may be applied. The monitor plan may include on-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. For reporting, the uniform guidance requires the State and Grantee use OMB-approved government-wide standard information collections when providing performance and data in reports.

## 5. AUDIT AND COMPLIANCE

A local government and nonprofit organization must comply with all state audit requirements, including: 2 CFR Part 200 Subpart F – Audit Requirements; and any other application law or regulation,

- *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with § 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § 200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in § 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits.

Pursuant to SDCL 4-11-7.1. A school district shall have financial and compliance audits performed at least every two years. The audits shall be performed in accordance with generally accepted governmental auditing standards. The audits may be done by the Department of Legislative Audit or by a private firm authorized by law to audit the financial records of school districts.

After completion of the audit, the State requires that Grantee to send a copy of the audit to the State with 30 calendar days.

The Grantee shall be responsible for payment of any and all audit exceptions related to the work performed under this Agreement which are identified by the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Grantee must be made available if needed and upon request, at the Grantee's regular place of business, for audit by personnel authorized by the State.

The State has the right to return to audit the program after close-out at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

## 6. RECORDS ACCESS AND RETENTION

The State, and its auditors will be provided access to the Grantee's programmatic and financial records.

The Grantee will maintain all programmatic and financial records, including but not limited to:

- Records providing a full description of each activity undertaken
- Records demonstrating that each activity undertaken meets the objectives of the program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with the award assistance;
- Records documenting compliance with state and local laws; and

The Grantee shall retain all records pertinent to program activities and financial expenditures incurred under this Agreement for a period of five years after the date of submission of the final expenditure and program report under this agreement. Notwithstanding the above, if there are litigation, claims, audits, negotiations, cognizant agencies, or the State, or other actions that involve any the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the five-year period, whichever occurs later.

## 7. CLOSEOUT

a. For purposes of this Agreement, "Date of Completion" shall mean the date when the Agreement expires pursuant to its terms or is terminated in accordance with paragraph 23.

b. The Grantee shall submit a final financial report to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments based on

- the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.
- c. The Grantee, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.
  - d. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.
  - e. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three years after the Agreement completion date beginning with the date the Grantee submits the final reports.
  - f. If either the final financial report or the final audit discloses an overpayment to the Grantee, the State may, at its option, either require the Grantee to repay the overpayment by the State or deduct the amount of overpayment from monies due the Grantee under this Grant Agreement or under any other Agreement between the Grantee and the State. Any overpayments will be paid back in accordance with paragraph 5.e.
  - g. The Grantee shall provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.

## **8. LIABILITY**

Grantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Grantee to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

## **9. INDEPENDENT CONTRACTOR/GRANTEE**

While performing services hereunder, the Grantee is an independent and not an officer, agent or employee of the State of South Dakota. The Grantee will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number; DUNS Number; and SAM registration upon execution of this Agreement.

## **10. SUBCONTRACTING/SUBAWARD**

The Grantee may not use subcontractors/subaward to perform the services described herein without the express prior written consent of the State. The Grantee is solely responsible for the

performance of any subcontractor/subaward. The Grantee will include provisions in its subcontracts/subaward requiring its subcontractors/subawards to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Grantee will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

#### **11. OWNERSHIP RIGHTS**

The Grantee hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain any software program, and all information contained therein provided to the State by the Grantee in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Grantee without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

#### **12. COMPLIANCE WITH LAW**

The Grantee will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

#### **13. COMPLIANCE WITH LAW**

The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Grantee acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on the State's website. If work assignment performed in the course of this Agreement required security requirements or clearance, the Grantee will be required to undergo investigation.

#### **14. ASSIGNMENT, AMENDMENTS, AND WAIVER**

- a. Assignment: The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State.
- b. Amendments: If there are any amendments to this agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by the State and Grantee.
- c. Waiver: All other prior discussions, communications, and representations concerning the subject matter of the Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

#### **15. DEBARMENT OR SUSPENSION**

The Grantee certifies that neither Grantee nor its principals, nor its subgrantees or consultants are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. The Grantee further agrees that it will immediately notify the State if during the term of this Agreement Grantee or its principals, or its subgrantee or consultants become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency. The Grantee further certifies that neither it nor its principals, nor its subgrantees or consultants have, within a three (3) year period preceding the awarding of this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local transaction or contract or been convicted of a violation of federal or state antitrust statutes, embezzlement, theft, forgery, bribery, falsifications, destruction of records, making false statements, or receiving stolen property. Grantee further certifies that neither it nor its principals, nor its subgrantees or consultants, have within a three (3) year period preceding this Agreement, had a federal, state, or local transaction terminated for cause or default.

#### **16. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

## 17. PUBLICITY

The Grantee shall not without the written consent of the State advertise, publicly announce or provide to any other person information relating to the existence or details of the Agreement or use the State's name in any format for any promotion, publicity, marketing or advertising purpose.

The Grantee with written consent of the State when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded, pursuant to this Agreement, in who or in part with State funds, the Grantee shall, state:

- a. the percentage of the total cost of the program or project which is financed with State funds;
- b. the dollar amount of State funds for the project or program; and
- c. the percentage and dollar amount of the total costs of the project or program that will be funded by nongovernment sources.

## 18. TERMINATION PROVISION

- a. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by either party hereto upon sixty (60) days written notice. The Grantee shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Grantee be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- c. **TERMINATION FOR CAUSE:** This Agreement may be terminated by the State in the event the Grantee breaches any of the terms or conditions hereof at any time with or without notice. If termination for such a default is effected by the State, any payments due to the Grantee at the time of termination may be adjusted to cover any additional costs to the State because of Grantee's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Grantee it is determined that Grantee was not at fault, then the Grantee shall be paid for eligible services rendered and expenses incurred up to the date of termination.

## WORKFORCE EDUCATION TERMS AND CONDITIONS

1. All requirements pertaining to LEAs outlined in South Dakota Administrative Rule 24:10:47 will be upheld.
2. The grant condition and default rules outlined in South Dakota Administrative Rule 24:10:47 are understood and will be fulfilled.
3. The LEA will submit required progress reports, a final report, participation and program effectiveness data, and financial reimbursements as agreed upon with the Division of Career & Technical Education.
4. The budget approved as part of the application takes into account other educational and training resources available in the area and will not unnecessarily duplicate existing equipment, technology, curriculum, or other instructional materials.
5. The LEA will keep a complete inventory throughout the project and provide it to the South Dakota Department of Education upon request.
6. All students, no matter their level of academic performance or goals for postsecondary education and careers, will be encouraged to participate in the grant project.
7. Individuals who are members of special populations will be provided with equal access to recruitment, enrollment, and placement activities in the full range of career and technical education programs available to individuals who are not members or special populations, including career awareness, programs of study, work-based learning, capstone experiences, postsecondary education exploration, comprehensive school counseling, and career guidance, and shall not be discriminated against on the basis of their status as members of special populations.
8. Disadvantaged students and English learners have access to the full-breadth of career and technical education provided by the LEA in the most integrated setting possible.
9. Career education and planning for individuals with disabilities will be coordinated between appropriate representatives from career and technical education, special education, school counseling, vocational rehabilitation, and other applicable groups.
10. No funds made available through this grant will be used to require any secondary student to choose or pursue a specific career or educational path.
11. Funds made available through this grant will be used to support the CTE system for 7th – 12th grade students.
12. Funds made available through this grant may be used to pay for the costs of career and technical education services required in an individualized education plan developed pursuant to section 614(d) of the Individuals with Disabilities Education Act (IDEA) and services necessary to the requirements of 504 of the Rehabilitation Act of 1973 with respect to ensuring equal access to career and technical education.
13. All programs, services, and activities covered by this application will be conducted in accordance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the U.S. Office for Civil Rights “Vocational Education Program Guidelines for Eliminating Discrimination and Denial of Services on the Basis of Race, Color, National Origin, Sex and Handicap.”

- 14.** In cases where curriculum or instructional material development is approved, copies of all materials will be sent to the Division of Career & Technical Education as part of the final report.
- 15.** Funds expended under this grant will not be used to purchase anything which results in a direct financial benefit to any organization representing the interest of the purchasing entity or its employees or any affiliate of such an organization.
- 16.** All information contained in the application is accurate and complete.

## Appendix D: Scoring Rubric – Private, Nonprofit Entities

<b>Applicant Name:</b>				
<b>Reviewer Name:</b>				
<b>Screening Questions</b>	SD Administrative Rules 24:10:47:02 & 24:10:47:03			
<b>Question 1:</b>	<b>Does the application meet each of the three criteria listed below? Applications that do not meet the three criteria listed below will not be reviewed.</b>	<b>Yes</b>	<b>No</b>	
	The project builds, enhances, or reforms a career & technical education (CTE) program.			
	The project is aligned with high-skill, high-demand, and high-wage careers and/or related postsecondary programs in South Dakota.			
	The applicant demonstrates the ability to complete the project as described in the application.			
<b>Question 2:</b>	<b>Does the application meet at least one of the criteria listed below? Applications that do not meet at least one of the criteria listed below will not be reviewed.</b>	<b>Yes</b>	<b>No</b>	
	The project seeks to evaluate current programs for alignment to postsecondary education and workforce demands.			
	The project develops career pathways or programs of study.			
	The project supports educator training related to workforce education.			
	The project supports the update of existing facilities or construction of new facilities.			
	The project supports the update of existing equipment or purchase of new equipment.			
	The project supports the update of existing instructional materials or purchase of new instructional materials.			
<b>Access &amp; Efficiency</b>				
<b>Question 1:</b>	<b>Does the project increase access to and support for training in high-skill, high-wage, and high-demand fields?</b>	<b>Yes (+10)</b>	<b>To a Degree (+5)</b>	<b>Not in a Clear Way (+0)</b>
<b>Question 2:</b>	<b>Does the project increase access to and support for training in rural areas?</b> <i>(Rural classification is based on U.S. Department of Education, National Center for Education Statistics, Common Core of Data (CCD), "Local Education Agency (School District) Universe Survey", 2013-14 v.1a.)</i>	<b>Yes. The training will be held solely in rural areas. (+5)</b>	<b>The training will be held in a non-rural area but will train individuals largely from rural areas. (+3)</b>	<b>No (+0)</b>
<b>Question 3:</b>	<b>Does the project efficiently invest grant funds in developing a needed part of the workforce (for the state, region, and/or community)?</b> In other words, is the amount of grant funding requested reasonable for the expected outcomes described for the grant period and in the sustainability plan?	<b>Yes (+10)</b>	<b>To a Degree (+5)</b>	<b>Not in a Clear Way (+0)</b>

Question 4:	Does the project involve partnerships that will increase the effectiveness and efficiency in meeting the proposed outcomes? In other words, are the partners appropriate for the goals of the project? Do they add value to the project?	Yes (+10)	To a Degree (+5)	Not in a Clear Way (+0)
Question 5:	Will individuals receiving training through the grant project learn the most relevant skills and knowledge in the applicable field(s)?	The project is tightly aligned to industry expectations. (+10)	Individuals will have some marketable skills, but employers will have to provide additional training. (+5)	The skills and knowledge proposed are out-of-date or irrelevant. (+0)
Question 6:	Will individuals participating in the proposed training program attain credentials recognized/valued/expected by industry?	Yes (+10)	They'll earn a credential, but it's not critical. (+5)	No (+0)
<b>Evaluation &amp; Sustainability</b>				
Question 1:	Does the project's evaluation plan reasonably assess the effectiveness of the project and its impact on workforce needs?	Yes (+10)	To a Degree (+5)	Not in a Clear Way (+0)
Question 2:	The project's sustainability plan is visionary, thorough, and realistic and ensures the grant project will continue in a meaningful way following the grant funding period.	Yes (+10)	To a Degree (+5)	Not in a Clear Way (+0)
<b>Commitment &amp; Capacity</b>				
Question 1:	The project adds value to current workforce strategies in the community/region/state.	Yes. This could be a model for others. (+10)	To a Degree (+5)	Not in a Clear Way (+0)
Question 2:	Does the proposed project clearly connect to the applicant's mission and goals or current portfolio of work?	Yes (+5)	To a Degree (+3)	Not Certain (+0)
Question 3:	The applicant demonstrates prior success in implementing training programs, partnerships, and/or workforce strategies.	Yes (+10)	To a Degree (+5)	Not in a Clear Way (+0)

**NOTES (application strengths and weaknesses, points of interest, etc.):**

**TOTAL POINTS AWARDED:** \_\_\_\_\_ /100

## Appendix E: State Office Notes for Grant Awards

State funds approved

State funds not approved

Total state funds awarded: \$ \_\_\_\_\_

Grant award date: \_\_\_\_\_ Required completion date: \_\_\_\_\_

Progress report due dates:

Final report due date: \_\_\_\_\_

Reimbursement request due dates:

Grant evaluation data points:

Approved Grant Project Manager: \_\_\_\_\_

Lead DCTE Regional Career Development Specialist: \_\_\_\_\_

**Notes:**

DCTE Director: \_\_\_\_\_  
*Name* *Date*

## CTE GRANT COVER PAGE

Nonprofit:		Coverage Area:	
Main Contact Name:		Phone:	
Email:			
Project Title:		Total Amount Requested:	
Brief Project Summary:			
Clusters Served (by proposal):	Agriculture, Food & Natural Resources Architecture & Construction Arts, Audio/Video Technology & Communications Business Management & Administration Education & Training Finance Government & Public Administration Health Science Hospitality & Tourism Human Services Information Technology Law, Public Safety & Security Manufacturing Marketing Science, Technology, Engineering & Mathematics Transportation, Distribution & Logistics	Courses that will benefit: ex: Advanced Plant Science 18057	
Teachers that will benefit:			