

Memorandum of Understanding (MOU)
Teacher/Paraeducator Registered Apprenticeship (TPRA) Program
William Penn University
and
Winterset Community School District

AGREEMENT made this 1st day of July, 2024, between William Penn University ("Wm Penn") and the Winterset Community School District ("WCSD"). WCSD intends to oversee a Consortium of the following districts for the purpose of administering the TPRA program. The following school districts are included in the consortium; Winterset, Van Meter, Creston, and Interstate 35.

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

SECTION I. PURPOSE

- A. Wm Penn and WCSD enter into this Agreement for reimbursement of Wm Penn tuition costs for WCSD Consortium's teacher or paraeducator apprentices selected for the Teacher and Paraeducator Registered Apprenticeship Program (TPRA).
- B. Details of this Teacher and Paraeducator Registered Apprenticeship Program are incorporated by reference in the TPRA grant and agreed upon educational work process/outline is provided in Attachment A.

SECTION II. TERM OF AGREEMENT

- A. The Teacher and Paraeducator Registered Apprenticeship grant is funded for two school years, beginning July 1st, 2024 and ending December 31, 2025.
- B. This agreement can be terminated with 30 days written notice by either party for any reason.
- C. This agreement may be renewed only by a mutual agreement in writing by the parties. Any written renewal would be contingent on future grant funding. This should not be construed as an automatic continuing agreement.

SECTION III. TUITION, FEES, AND BILLING

- A. Tuition and fee reimbursement for courses provided under the agreement shall comply with the applicable provisions of the Iowa Code and TPRA grant specifications as stated in the MOU contract agreement with Iowa Workforce Development (\$21,000 per apprentice within the Paraeducator (Teacher Aide 1) pathway, not to exceed \$7,000 annually; and \$34,000 per apprentice within the Teacher pathway, not to exceed \$17,000 annually).
- B. WCSD agrees to pay to William Penn their current per credit hour tuition rates, for apprentices that have been identified and selected through WCSD's selection process. Tuition rates are determined by Wm Penn's Board of Trustees and are subject to change on an annual basis.
- C. As appropriate, Wm Penn shall invoice WCSD for the tuition rate per credit hour per apprentice for courses in which WCSD's apprentices are enrolled for each term. WCSD shall pay Wm Penn the invoiced amount.

SECTION IV. NO PARTNERSHIP

- A. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall a party be liable for the debts or obligations of another party.

SECTION V. INDEMNITY

- A. To the extent permitted by Iowa law, Wm Penn and the School District will each indemnify and hold the other harmless from any and all claims, causes of action, attorney fees, cost or other expenditures occasioned by the undertakings assumed by each, respectively, in this instrument.
- B. In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under the Agreement, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees and all expert witness fees incurred during pre-suit collection attempts, suit, and post-judgment, appeal, or settlement collection. The obligations in this paragraph shall survive expiration or termination of this Agreement.

SECTION VI. JURISDICTION

- A. The parties' consent to the jurisdiction of the appropriate federal or state court for Madison County Iowa for all matters relating to this Agreement and agree that this Agreement shall be governed by the laws of the State of Iowa, without regard to Iowa's choice-of-law rules, and applicable federal law.

SECTION VI. NON-DISCRIMINATION

- A. Neither party shall discriminate against any employee, applicant, or patient because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, disability, age, special disabled veteran status, genetic information, or any other characteristic protected by law.

SECTION VII. SEVERABILITY

- A. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

APPENDIX A – Outline and Expectations

Outline of Work Process (study plan for TPRA please see the example):

- See Appendix B for Descriptions provided by William Penn University

Additional Program requirement and timeline:

- See Appendix B for Descriptions provided by William Penn University

Agreement regarding the number of candidates going into each program:

- TBD based on applicants obtained from districts within the consortium. It is anticipated that the number of applicants could range from 10-20.

Entry communication of expectations with the candidates:

o Recruitment Strategies:

- Individual Districts within the WCSD Consortium of schools will work to recruit members to our program in the following manner:
 - Informational Meetings
 - Informational meetings were held in each district explaining the guidance that had been received at that time about the TPRA program.
 - Online Application:
 - A Google Application Form was shared with individuals within the consortium districts who had expressed an interest in the programs based on our initial meeting with staff and students.