

Memorandum of Understanding (MOU)
Teacher/Paraeducator Registered Apprenticeship (TPRA) Program
[Enter college name here]
and
[Enter school district here]

AGREEMENT made this [Enter date here] ("Effective Date"), between [enter college name here] ("enter abbreviation here") and the [Enter school district here] ("enter school district abbreviation here").

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

SECTION I. PURPOSE

- A. [COLLEGE ABRV] and [DISTRICT ABRV] enter into this Agreement for reimbursement of [COLLEGE ABRV] tuition costs for [DISTRICT ABRV]'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 August, 2022 and ending June 30, 2024.
- 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. [DISTRICT ABRV] agrees to pay to [COLLEGE ABRV] their current per credit hour tuition rates, for apprentices that have been identified and selected through [DISTRICT ABRV]'s selection process. Tuition rates are determined by [COLLEGE ABRV]'s Board of Trustees and are subject to change on an annual basis.
- C. As appropriate, [COLLEGE ABRV] shall invoice [DISTRICT ABRV] for the tuition rate per credit hour per apprentice for courses in which [DISTRICT ABRV]'s apprentices are enrolled for each term. [DISTRICT ABRV] shall pay [COLLEGE ABRV] 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, [COLLEGE ABRV] 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 [Enter County Name], 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.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE APPROVAL BY THEIR RESPECTIVE BOARDS OF EDUCATION.

[Enter Signatory Here]

[Enter College Name Here]

Date

[Enter Signatory Here]

[Enter School District Name Here]

Date

APPENDIX A – Outline and Expectations

As the subrecipient of this TPRA grant each school district must provide proof through this Memorandum of Understanding (MOU) to the Iowa Workforce Development that they are partnering with a Community College and/or four-year Institution to launch a new or expand an existing Registered Apprenticeship program. The MOU agreement (Appendix A) must include a detailed description of how districts and higher education partners will modify and manage standards to meet the requirements stated by the Iowa Board of Educational Examiners and the Iowa Department of Education for a bachelor's degree, licensure, paraeducator certification and the registered apprenticeship program.

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

Enter study plan and work process outlined regarding on the job training and related training instruction (Please use a similar layout as the sample Work Process provided.)

Additional Program requirement and timeline:

Enter additional program requirements and timeline

Agreement regarding the number of candidates going into each program:

Enter candidate requirement for each program

Entry communication of expectations with the candidates:

Share a plan regarding how the district and higher education program partner plan to share the detail of the program of study depending on the candidate needs and the timeline for program completion if it is outside the scope and timeline of the grant. Information about degree and required certifications candidates will receive throughout the shared pathway.

Share district and higher education institution agreement regarding support and supervision necessary for clinical experiences and student teaching requirements assessment, placement and expectations as required by Iowa code and program requirements.

Note: This template provided for minimal requirement of the TPRA grant agreement. School district and higher education institution may include additional agreements they need.