

Iowa Workforce Development Teacher and Paraeducator Registered Apprenticeship Program

Grant Agreement #

AP-TP-ARP-22-2E

Agency of the State (hereafter “Agency”)

Name / Principal Address of Agency: Iowa Workforce Development 1000 E. Grand Ave Des Moines, IA 50319	Agency Contact Name / Address: Jared Baldwin 1000 E. Grand Ave Des Moines, IA 50319 Phone: 515-725-4003 Email: jared.baldwin@iwd.iowa.gov
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Awardee (hereafter “Subrecipient”)

Name / Principal Address of Grantee: Linn-Mar Community School District 2999 N. 10th St. Marion, IA 52302	Subrecipient Contact Name / Address: Nathan Wear 2999 N. 10th St. Marion, IA 52302 Phone: 319-447-3028
Grantee Tax ID: 42-1267125	Grantee Sam.Gov Unique ID:

Award Information

Start Date: July 1, 2022	End Date: June 30, 2024
Purpose: <i>This award will enable IWD to award funding to support the Iowa High Schools’ Registered Apprenticeship expansion goals as well as teacher and paraeducator shortages by using federal relief (ARPA SLFRF) funds for reimburse employer sponsors for RTI tuition and employee wages.</i>	
Source of Funds: Coronavirus State and Local Fiscal Recovery Funds	
CFDA #: 21.027	
Iowa Workforce Development’s authority to award these grants is found at Iowa Code section 84A.13 and American Rescue Plan Act (ARPA) Pub L. No. 117-2, Section 9901 Coronavirus State and Local Fiscal Recovery Funds as delegated and pursuant to her authority by Governor Kim Reynolds.	

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

1. SUBRECIPIENT. "Subrecipient" means the entity described above, which is in a partnership with a community college or four-year college/university with an approved paraeducator program. For the Paraeducator (Teacher Aide 1) – to – Teacher means the entity described above, which is in a partnership with a four-year college or university with an approved teacher preparation program. Working to either establish or expand/enhance a Registered Apprenticeship program eligible pursuant to the Notice of Funding Opportunity for the Teacher and Paraeducator Registered Apprenticeship Program. The Subrecipient, as a non-federal entity carrying out a federal award on behalf of the State of Iowa, shall be considered a subrecipient as defined in the Uniform Guidance (2 CFR Part 200) and is subject to the policy requirements placed upon subrecipients by regulations including, but not limited to, the Uniform Guidance and 31 CFR 35.

Subrecipient must provide proof that the Subrecipient and the partnering Community College and/or four-year Institution have entered into a Memorandum of Understanding (MOU) to launch a new or expand an existing Registered Apprenticeship program. The MOU agreement 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 and the registered apprenticeship program. A copy of the fully executed MOU must be provided to Iowa Workforce Development to satisfy this agreement.

Subrecipient must also hire High School students or Paraeducators (Teacher Aide 1) as Registered Apprentices.

2. AWARD PERIOD. Subrecipient may obtain funds for costs incurred which are directly related to conducting and maintaining a program as submitted and approved by the Agency pursuant to the Notice of Funding Opportunity for the Teacher and Paraeducator Registered Apprenticeship Program upon the execution of this agreement with the Agency. The State and Local Fiscal Recovery Funds (SLFRF) requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Therefore, all costs incurred prior to March 3, 2021, and after December 31, 2024, are not eligible uses of these funds. The period of performance for this award runs until June 30, 2024.
3. PAYMENT. Total payment of funds under this Agreement shall not exceed \$40,500 per participant for the High School-to-Paraeducator (Teacher Aide 1) and \$47,000 per participant for the Paraeducator (Teacher Aide 1) – to – Teacher for costs directly attributed to the program as shown in the approved application, unless modified by written amendment of this Agreement. Total payment of funds under this Agreement shall not exceed \$3,468,848.75 for costs directly attributed to the program as shown in the approved application, unless modified by written amendment of this Agreement. The above is not all-

inclusive of Subrecipient's obligations but is for summary purposes only. Subrecipient's complete obligations are defined by the approved application, this Agreement with any written amendments, and all applicable federal, state, or local laws or administrative rules.

4. PAYMENT SCHEDULE. Payments are made on a reimbursement basis only. All requests for payment shall be made quarterly using the standard the Agency fund request form or a detailed invoice which contains the same information as the Agency fund request form. The Subrecipient shall submit no more than four requests for reimbursement per calendar year. The Subrecipient may submit fewer than four requests for reimbursement per calendar year. Subrecipient shall not submit requests for reimbursement for costs for which the Subrecipient has requested reimbursement or other payment through a program administered by the Agency, Iowa Department of Education (IDOE) or Department of Labor (DOL). Invoices may be shared between agencies to ensure compliance. Funds will only be released to the Subrecipient once performance reporting requirements are verified with the Agency.

All expense documents must include:

- a clear description of what was purchased or contracted
- the date of purchase
- the total amount, including shipping and handling, taxes, and other charges

5. USE OF FUNDS. In accordance with the Governor's authorization for the purpose of this award, grant funds must be used to reimburse employer sponsors for Related Training Instruction (RTI) tuition and employee wages. Subrecipients are required to comply with use of funds requirements of the American Rescue Plan (ARP) Act of 2021. Administrative costs are limited to the sponsor's current restricted indirect cost rate or 5% whichever is less.

- a) The Subrecipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in section 602(c) of the Social Security Act (the Act) and U.S. Treasury's implementing regulations and interpretive guidance.
- b) The Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

6. REPAYMENT OBLIGATION. Any award funds not expended within the timeframes referenced in Section 4 must be returned to the State. Subrecipients of these funds will be held accountable to these funding timeframes. In the event any funds are deferred or disallowed as a result of any audit or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Subrecipient shall be liable to the Agency for the full amount of any ineligible amount and for all related penalties incurred. If the Agency determines at any time, whether through monitoring, audit, closeout procedures or by other means, that the Subrecipient has received Award funds or used Award funds which are unallowable under the terms of this Agreement or applicable laws, the Subrecipient will

be notified of the questioned uses and given an opportunity to justify questioned uses. If it is the Agency's final determination that costs previously paid by the Agency are unallowable under the terms of the Agreement, the expenditures will be disallowed, and the Subrecipient shall immediately repay to the Agency any and all disallowed costs.

7. SAM.GOV REGISTRATION. Subrecipients will be required to provide the Agency with their Sam.gov unique identification number within 21 days of signing this agreement. Subrecipients that do not have a Sam.gov unique identification number will be required to register via sam.gov and provide the Agency with their sam.gov unique identification number within 21 days of signing this agreement. This agreement will not be considered fully executed until the awardee's sam.gov unique identification number is provided to the Agency.
8. GRANT REPORTING. Subrecipient will be required to comply with the applicable reporting requirements specified in the ARP Act. The Subrecipient must provide quarterly reports to IWD documenting the funds it has spent.

The Subrecipient agrees to comply with any reporting obligations established by U.S. Treasury, as it relates to the award. Subrecipient will be required to submit vouchers, receipts, expenditures, and reports to document how the funds were spent and certify the funds were used in accordance with the grant application and grant program. All Subrecipients must submit a detailed quarterly report to the Director of Iowa Workforce Development by the 25th day of February, May, August, and November. The report must include, but is not necessarily limited to, the following:

- Date funds received;
- Amount of funds received;
- A description of the activities, equipment and/or programs paid for by the funds;
- Start and end dates of activities and programs paid for by the funds; Start and end dates of the budget period;
- Number of apprentices enrolled in the program;
- Number of apprentices who complete the program;
- Number of apprentices who earn a certification or licensure;
- Number of high school apprentices earning college credits in an education-related(dual enrollment) course;
- Apprentice specific information including:
 - Demographics such as gender, race, ethnicity, disability and English language status
 - Date the apprentice entered the apprenticeship program
 - Apprentice's age upon entering the apprenticeship program
 - Date the apprentice exited the apprenticeship program
 - Whether the apprentice completed the apprenticeship program

- Whether the apprentice received assistance while in the apprenticeship program, such as transportation, to overcome barriers to participation
- A list of community partners and their roles in supporting the program;
- County or counties served;
- Locations where the program was implemented and any evidence that substantiates the benefit received by grantee and apprentices;
- Verification that sponsors have registered all apprentices in the IowaWORKS data management system.

All Subrecipients will provide all information necessary in the judgment of the Agency to allow the Agency to satisfy all federal reporting requirements and will provide the Subrecipient with substantive and formatting requirements.

9. USE OF IOWAWORKS. Registered Apprentices are required to use the Agency's IowaWORKS portal to document and record certifications, licensures and progress completion throughout the apprenticeship. Minors under 18 years of age are not permitted to use the portal unless they have express consent of a legal parent or guardian. Subrecipients shall require that Registered Apprentices who are under the age of 18 have a legal parent or guardian sign the Consent Form provided by the Agency within 48-hours of signing their employment contract. Once the Consent Form is signed, Subrecipients will be required to upload it to the IowaWORKS system through the comprehensive registration module. The Consent Form must be uploaded by the Subrecipient into the IowaWORKS portal within 72-hours being signed by the Registered Apprentice. If the Subrecipient fails to upload a signed IWD Consent Form, then the Subrecipient will accept liability and absolve IWD from any liability resulting from Registered Apprentices under the age of 18 using the IowaWORKS portal without express consent from a legal parent or guardian.
10. EXPENSE DOCUMENTATION. Documentation of these funds must be in PDF format emailed to Patrick Rice at patrick.rice@iwd.iowa.gov. Photos of receipts will not be accepted. All expense documents must include:
 - a clear description of what was purchased or contracted
 - the date
 - the total amount, including shipping and handling, taxes, and other charges
11. RESTRICTIONS. The financial assistance provided pursuant to this contract is for the exclusive benefit of the Subrecipient and for the performance of the work described in this Agreement and in the proposal approved by the Agency. Subrecipient shall not grant, loan, or further convey the financial assistance provided pursuant to this Agreement, to any subrecipients.
12. DEFAULT. The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Subrecipient in default of its obligations under this Agreement:

- Non-performance, repeated failure to provide complete reporting or sufficient expense documentation;
- Subrecipient work product and services fail to conform with the terms of the proposal and any and all attachments;
- A material breach of any term of this Agreement;
- Utilizing Award proceeds for purposes not described in the proposal approved by the Agency.

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

13. TERMINATION. This Agreement may be terminated:

- By either party, without cause, after thirty (30) days' written notice prior to the dispersal of any funds from the Agency;
- Immediately, if Subrecipient fails to timely cure a default;
- Immediately, as a result of the termination or reduction of funding to the Agency or if the Agency is no longer authorized to engage in activities or conduct business under this Agreement;
- Immediately, upon written mutual agreement by all parties to terminate the Agreement.

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

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

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

requires specific reporting and performance guidelines, including the SLFRF Final Rule which can be found at (31 CFR 35) which can be located at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> and <https://www.federalregister.gov/documents/2022/01/27/2022-00292/coronavirus-state-and-local-fiscal-recovery-funds/>.

a) Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

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

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

17. FALSE STATEMENTS. The Subrecipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

18. PROTECTION FOR WHISTLEBLOWERS

a) In accordance with 41 U.S.C. § 4712, subrecipients may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b) The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; and/or

vii. A management official or other employee of the subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c) The Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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

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

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

materials pertaining to this Agreement. Upon the request of the Agency, the Subrecipient shall deliver to the Agency, or its agents said documentation or materials.

22. PUBLIC RECORDS AND RECORDS RETENTION. All records submitted to or inspected by the Agency regarding this Agreement, including this Agreement, may be public records and are subject to the Open Records Law in Iowa Code Chapter 22. All records of the Subrecipient relating to this Agreement shall be retained through December 31, 2032.
23. PUBLICATIONS. Any Publications produced with funds from this subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by the federal award number [enter project FAIN] awarded to The State of Iowa by the U.S. Department of the Treasury."
24. SURVIVAL OF AGREEMENT. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.
25. GOVERNING LAW. This Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.
26. FINAL AUTHORITY. The decision of the Agency shall be binding on the Subrecipient. The Agency shall have the final authority to assess whether the Subrecipient has complied with the terms of this Agreement. Any decision by the Agency shall be deemed Final Agency Action pursuant to Iowa Code Chapter 17, the Iowa Administrative Procedure Act.
27. LEGISLATIVE, ADMINISTRATIVE, AND POLICY CHANGES. The Subrecipient expressly acknowledges that the Program is subject to legislative, administrative, and policy change(s) by the federal, state, or local governments. Should any such governmental unit enact, promulgate, or adopt laws, regulations, rules, or policies which alter or in any way affect the Program or the Project, the Subrecipient shall not hold the Agency liable in any manner for the resulting changes. The Agency shall use its best efforts to provide thirty (30) days' written notice to the Subrecipient of any such change. During the thirty (30) day period, the parties shall meet and make a good faith effort to agree upon amendments to the Agreement to address the change(s). If the parties are unable to agree upon amendments to the Agreement, the Agreement shall be terminated. Nothing in this paragraph shall affect or impair the Agency's right to terminate the Agreement pursuant to the termination provisions.
28. WRITING REQUIRED. No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. No change shall be made, either unilaterally or by agreement of the parties, that conflicts with Iowa Code or applicable administrative rules.

29. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement. This Agreement is intended only to benefit the State of Iowa and the Subrecipient.
30. JOINT AND SEVERAL LIABILITY. If the Subrecipient is a joint entity consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally responsible for carrying out the activities and obligations of this Agreement and liable for any default of activities and obligations.
31. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Subrecipient, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.
32. CONFLICT OF INTEREST. The Subrecipient represents, warrants, and covenants that no relationship that is or may be deemed to be a conflict of interest exists or will exist during the Agreement period between the Subrecipient and the Agency. The provisions of Iowa Code Chapter 68B shall apply to this Agreement. If the Agency determines that a conflict of interest existed or currently exists, the Agency may terminate this Agreement pursuant to Paragraph 12 of this Agreement, and the Subrecipient shall be liable for any excess costs to the Agency as a result of the conflict of interest. The Subrecipient shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Subrecipient shall report any potential, real, or apparent conflict of interest to the Agency.

The Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipients must disclose in writing to Treasury or the State of Iowa, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

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

34. NONAGENCY. The Subrecipient, its employees, agents, and any subcontractors performing under this Agreement are not employees or agents of the State of Iowa or any agency, division or department of the State of Iowa simply by virtue of work performed pursuant to this Agreement. Neither the Subrecipient nor its employees shall be considered employees of the Agency or the State of Iowa for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.
35. HEADINGS OR CAPTIONS. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
36. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
37. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
38. INTEGRATION. This Agreement contains the entire understanding between the Subrecipient and the Agency and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void, and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement. **The Parties agree to the terms and conditions of this Agreement, and upon placing their signatures, have hereby caused this MOU to be executed.**
39. SINGLE AUDIT REQUIREMENT. All non-federal entities that spend more than \$750,000 in federal awards during the entity's fiscal year, including ARPA funds, must have a single or program-specific audit conducted for that year compliant with 2 CFR 200 Subpart F. This audit must cover the compliance of the entity with Federal statutes, regulations, and the terms and conditions of the federal award, as well as the fair presentation of the entity's financial statements, pursuant to the Uniform Guidance (2 CFR part 200).

IOWA WORKFORCE DEVELOPMENT:

Beth Townsend, Director Iowa Workforce Development

Date

SUBRECIPIENT NAME:

Signature

Date

Title

WITNESS:

Signature

Date

Linn-Mar Program of Studies

EXHIBIT C: ONSITE & ALTERNATIVE CONCURRENT

**ANNUAL ENROLLMENT FORM
SUBMITTED PURSUANT TO 28E MASTER AGREEMENT FOR THE
CONCURRENT ENROLLMENT PARTNERSHIP – Linn County**

DISTRICT: Linn Mar

I. ONSITE CONTRACTED CLASSES

1. Yes, the District agrees to contract and enroll students in the following onsite college level courses, unless indicated by a strikethrough on the master document of courses.

Composition I	ENG-105
Composition II	ENG-106
Intermediate Spanish I	FLS-241
Intermediate Spanish II	FLS-242
Mathematics and Society	MAT-115
PLTW-Intro to Engineering Design (IED)	EGT-400
PLTW-Digital Electronics (DE)	EGT-420
PLTW-Environmental Sustainability (ES)	EGT-415
PLTW-Civil Engineering & Architecture (CEA)	EGT-460
PLTW – Computer Science Principles (CSP)	CIS-450
Exploring Teaching	EDU-110
Childhood Growth and Development	ECE-170

Please list any other contracted courses not listed above:

EDU-119 Behavior Management
EGT-450 Computer Integrated Manufacturing
SPC-101 Fundamentals of Oral Comm

When onsite courses are taught by qualified District personnel, the District will pay Kirkwood 20% of Kirkwood's current tuition rate per student for the college credit course (s) taught by the District instructor (s) and purchase their own textbooks used for a three year (minimum) as agreed upon with Kirkwood Community College. Program fees may include all associated program costs (books, assessment, software licensing agreements, etc.) that may apply. The tuition rate for the 2021-2022 academic year is set at \$186 per credit hour.

On occasion, Kirkwood and the District may choose to collaborate to hire a shared instructor provided by Kirkwood Community College. In this instance, a Kirkwood paid adjunct will provide instruction within the walls of the high school building, or provide instruction through Kirkwood's virtual asynchronous

Linn-Mar Program of Studies

instruction delivery format called WebLive. This delivery format is billed according to the most updated cost for alternative concurrent, online, and Liberal Arts based classes at the Kirkwood Regional Centers, and accordingly, textbooks will be loaned to students at no cost for use during the semester.

II. ALTERNATIVE CONCURRENT CONTRACTED CLASSES (formerly PSEO)

Choose One:

- District elects to allow students to enroll in any Kirkwood college level (non-developmental) course offerings.
- District restricts alternative concurrent enrollment to an approved list of classes to be shared with Kirkwood upon the return of this exhibit.

Alternative Concurrent Contract billing structure: District will pay Kirkwood 80% of Kirkwood's current tuition rate per student for the alternative concurrent contracted course(s). Kirkwood will provide the textbooks.

Alternative Concurrent Enrollment Courses

The Linn-Mar Community School District contracts with Kirkwood Community College to offer the following alternative concurrent enrollment college courses on a Kirkwood Community College campus or online:

American Sign Language I, II, III, IV	Introduction to Sociology
Art Appreciation	Marriage and Family
Calculus III	Mass Media
Criminal Investigations	Medical Terminology
Cultural Anthropology	Music Fundamentals
Encounters in Humanities	Nurse Aide
Exploring Health Careers	Nutrition
Fundamentals of Oral Communication	Personal Finance
Holocaust/Genocide: Mem & Lit	Police and Society
How College Works	Popular Culture
Human Anatomy I	Principles of Macroeconomics
Human Anatomy II	Professionals in Health
Human Relations in Management	Project Management Basics
Intro to 3D Printing	Social Problems
Intro to Parametric Solid Modeling	Survey of World Religions
Intro to Criminal Justice	Topics in Education
Introduction to Business	US History Since 1877
Introduction to Ethics	US History to 1877
Intro to Human Services	Working in America

EXHIBIT B: REGIONAL CENTER/SHARED PROGRAMS

**2022-2023 ANNUAL ENROLLMENT FORM
SUBMITTED PURSUANT TO 28E MASTER AGREEMENT FOR THE
CONCURRENT ENROLLMENT PARTNERSHIP – KIRKWOOD LINN COUNTY REGIONAL CENTER**

DISTRICT: Linn-Mar Community School District

KIRKWOOD LINN COUNTY REGIONAL CENTERCourses Offered for 2022-2023 School Year

Administrative and Project Management	Course	Credits	Tuition Cost (\$200/credit)	Fees
Information Computing	CSC-116	3	\$600	--
Introduction to Business	BUS-102	3	\$600	--
Emerging Technology Trends	BCA-179	3	\$600	--
Project Management Basics	MGT-121	3	\$600	--
Advanced Manufacturing with Robotics and Welding Academy - CTE				
Computer Integrated Manufacturing	ATR-450	3	\$600	\$59
CNC Machine Tool Operations	MFG-394	4	\$800	\$209
Intro to Welding, Safety & Health of Welders	WEL-228	1	\$200	\$34
Intro to Fabrication	WEL-208	2	\$400	\$90
Gas Metal Arc Welding Short Circuit Transfer	WEL-244	2	\$400	\$315
Gas Metal Arc Welding Spray Transfer	WEL-245	2	\$400	\$90
Gas Tungsten Arc Welding (GTAW) for Carbon Steel	WEL-251	2	\$400	\$315
Agriculture Academy				
Principles of Agronomy	AGA-114	3	\$600	--
Survey of the Animal Industry	AGS-113	3	\$600	--
Working in America	HUM-105	3	\$600	--
Introduction of Ag Business	AGB-133	3	\$600	--
Architecture, Construction & Engineering (Pre-Apprenticeship) Academy - CTE				
Architectural Plans & Specs	CON-101	3	\$600	\$30
Work based Learning: Industrial Tech	WBL-148	2	\$400	\$85
Construction Lab	CON-190	3	\$600	\$85
Structures and Mechanical, Electrical, Plumbing (MEP)	CON-313	3	\$600	\$51
Construction Safety	CON-108	1	\$200	\$32
Automotive Collision, Repair & Restoration—CTE				
Metalworking and Refinishing 1	CRR-121	3	\$600	\$90
Metalworking and Refinishing 2	CRR-122	3	\$600	\$90
Automotive Technology Academy- CTE				
Introduction to Automotive Technology	AUT-104	3	\$600	\$34
Automotive Suspension & Steering	AUT-402	2	\$400	\$20

Industrial Math I	MAT-715	3	\$600	--
Maintenance and Light Repair	AUT-100	4	\$800	\$119
Automotive Brake Systems	AUT-502	2	\$400	\$20
Automotive Heating & Air Conditioning	AUT-702	2	\$400	\$39
Criminal Justice & Human Services Academy				
Intro to Criminal Justice	CRJ-100	3	\$600	--
Introduction to Human Services	HSV-109	3	\$600	--
Criminal Investigations	CRJ-141	3	\$600	--
Health & Psychosocial Rehabilitation	HSV-282	3	\$600	--
Dental Science Academy -CTE				
Dental Terminology	DEN-110	2	\$400	--
Explorations of Healthcare Careers	HSC-205	3	\$600	\$76
Health Skills I	HSC-210	1	\$200	\$36
Dental Anatomy	DEN-120	3	\$600	--
Head and Neck Anatomy	DEN-130	1.5	\$300	--
Professionals in Health	HSC-107	2	\$600	\$36
Digital Arts, Social Media and Marketing				
Design Fundamentals	ART-301	3	\$600	\$90
Principles of Marketing	MKT-110	3	\$600	--
Digital Photography	ART-186	3	\$600	\$65
Social Media in Business	MKT-130	3	\$600	--
Education Academy				
Exploring Teaching	EDU-110	3	\$600	--
Introduction to early Childhood Education	ECE-103	3	\$600	--
Child Growth and Development	ECE-170	3	\$600	--
Topics in Education	EDU-200	1	\$200	--
Fundamentals Of Communication	SPC-101	3	\$600	--
	MGT-112	3	\$600	--
Emergency Medical Technician (EMT) and Fire Science Academy- CTE				
Emergency Safety and Survival	FIR-400	3	\$600	--
Principles of Emergency Services	FIR-213	3	\$600	--
Emergency Medical Technician I	EMS-255	4	\$800	\$195
Emergency Medical Technician II	EMS-350	3.5	\$700	\$188
Emergency Medical Technician II Clinical	EMS-365	1	\$200	--
Liberal Arts Pick and Choose Academy Options				
Composition I	ENG-105	3	\$600	--
Composition II	ENG-106	3	\$600	--
Cultural Anthropology	ANT-105	3	\$600	--
Fundamentals of Oral Communication	SPC-101	3	\$600	--
Digital Photography	ART-186	3	\$600	\$65

Information Computing	CSC-116	3	\$600	--
Intro to Business	BUS-102	3	\$600	--
Intro to Psychology	PSY-111	3	\$600	--
Intro to Sociology	SOC-110	3	\$600	--
Mass Media	MMS-101	3	\$600	--
Nutrition	BIO-151	3	\$600	--
Introduction to Human Services	HSV-109	3	\$600	--
Statistics	MAT-157	4	\$800	--
Behavior Management	EDU-119	3	\$600	--
Developmental Psychology	PSY-121	3	\$600	--
Principles of Marketing	MKT-110	3	\$600	--
Survey of World Religions	REL-101	3	\$600	--
Project Management Basics	MGT-121	3	\$600	--
Design Fundamentals	ART-301	3	\$600	\$90
Principles of Macroeconomics	ECN-120	3	\$600	--
Intro to Criminal Justice	CRJ-100	3	\$600	--
Patient Care Academy – CTE				
Medical Terminology	HSC-115	4	\$800	\$35
Explorations of Healthcare Careers	HSC-205	3	\$600	\$76
Nurse Aide	HSC-168	3.5	\$700	\$142
Professionals in Health	HSC-107	2	\$400	\$35
Pre-Med, Nursing and Professional Health Careers				
Human Anatomy & Physiology I	BIO-168	4	\$800	\$18
Human Anatomy & Physiology I Lab	BIO-168			
Nutrition	BIO-151	3	\$600	
Explorations of Healthcare Careers	HSC-205	3	\$600	\$18
Human Anatomy & Physiology II	BIO-173	4	\$800	
Human Anatomy & Physiology II Lab	BIO-173			
Technology Academy - CTE				
Information Computing	CSC-116	3	\$600	--
Intro to Programming Logic	CIS-121	3	\$600	--
Computer Concepts	NET-130	3	\$600	--
Fundamentals of Web Programming	CIS-207	3	\$600	--

District will pay Kirkwood 100% of Kirkwood's current tuition rate per student (\$200.00/credit hour) for **career and technical education (CTE)** courses and 80% of the current rate for liberal arts courses that have 15 students enrolled, otherwise the rate will be 100%. Some CTE and Liberal Arts courses have associated fees billed directly to the district. Kirkwood will provide the textbooks for all academy courses.

✓ **Please Select One**

- District elects to enroll in the Linn Regional Career Academy Programs.
- District declines to enroll in the Linn Regional Career Academy Programs.
- ✓ District elects to enroll in the Linn Regional Program except those indicated above (district can strike through courses they do not wish to contract).

District Contact: Mark Hutchison

Name: Mark Hutchison

Title: Director of High School Teaching and Learning

Date: 7/14/22

District Authorized Signature: _____

Name: Brittania Morey

Title: School Board President

Date: _____

Kirkwood Community College Authorized Signature: _____

Name: _____

Title: _____

Date: _____

epar 7/11/21

Independent Contractor Agreement



Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Carcy Boston, Independent Contractor ("IC"), for the performance of certain services,

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **SERVICES TO BE PERFORMED:** Cello sectionals
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Orchestra
3. **AMOUNT OF PAYMENT:** \$400 (4 sessions)

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on Oct. 6, 2021, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*


4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this independent contractor agreement create an IC relationship between them. The district is interested only in the end results achieved by the services of the IC and that they conform to the requirements specified in this agreement. The manner of achieving these results and the right to exercise control or direction as to the details, means, and methods by which the services are completed is the responsibility of the IC. The IC is not an agent or employee of the district for any purpose. Neither party shall be considered to be an agent, master, or servant of the other party for any purpose whatsoever and neither has any authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of the other. The district is not responsible for deducting from payments to the IC any amounts for taxes, insurance, or other similar items relating to the IC. Accordingly, the IC shall be responsible for payment of all taxes arising out of the IC's activities in accordance with this independent contractor agreement, including by way of illustration but not limitation: federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees, as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to the IC under the terms of this independent contractor agreement.
5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the IC. The payroll or employment taxes that are subject to this paragraph include but are not limited to: FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax, and state unemployment insurance tax.
6. **FRINGE BENEFITS:** The IC is not eligible for and shall not participate in any employee pension, health, disability, or other fringe benefit plan of the district.

Reed Cedar

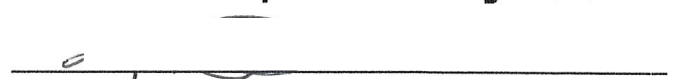
7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on Sept. 7, 2021 and shall continue in effect until Oct. 6, 2021, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 10 day of August, 2021.

Independent Contractor Signature:


 Title: cellist

Linn-Mar CSD Representative Signature:


 Title: School Board President

Please return this form to the Linn-Mar CSD Business Office – 2999 N 10th St, Marion IA 52302