

**IOWA WORKFORCE DEVELOPMENT
TEACHER AND PARAEDUCATOR REGISTERED APPRENTICESHIP PROGRAM
AGREEMENT
BETWEEN
IOWA WORKFORCE DEVELOPMENT AND CEDAR FALLS COMMUNITY
SCHOOLS
ADDENDUM #3**

BETWEEN Iowa Workforce Development
1000 East Grand Avenue
Des Moines, IA 50319
(Hereinafter “IWD”)

AND Cedar Falls Community Schools
1002 West 1st Street
Cedar Falls, IA 50613
(Hereinafter “Beneficiary”)

WHEREAS, the parties hereto have previously entered into an Agreement for the Teacher and Paraeducator Registered Apprenticeship Program, hereinafter referred to as “Master Agreement.”

WHEREAS, the parties hereto have previously entered into Addendum #1 and #2 for the Teacher and Paraeducator Registered Apprenticeship Program Agreement.

WHEREAS, the parties hereby mutually agree to modify the terms of the Master Agreement by executing Addendum #3.

NOW, THEREFORE, based upon the foregoing, the following terms of the Master Agreement shall be amended as follows:

1. Beginning the date the Master Agreement went into effect, all references to “Subrecipient” in the Notice of Funding Opportunity (NOFO), the Teacher and Paraeducator Registered Apprenticeship Program Grant Agreement (Master Agreement), and any and all Amendments to the Master Agreement will be replaced with “Beneficiary.”

2. Section 1 of the Master Agreement will be amended with the following language:

A Beneficiary is a school district or lead school district and is also the end user of this award. All payments are directed to the school district to assist in wages and to pay tuition expenses for the apprentices. The district is the beneficiary due to the district directly benefiting from having more qualified teachers available within their district to

help address the learning loss due to the pandemic. Districts were directly negatively affected in the pandemic due to the loss of qualified educators. This program is designed to support Iowa Community School Districts and assist in addressing the negative impact of teacher shortages and the behavioral and learning issues related to the effects of the COVID-19 pandemic.

In order to maintain program eligibility, districts must maintain and adhere to the apprenticeship program standards provided by the Office of Apprenticeship, the Iowa Office of Apprenticeship and IWD.

3. Section 3 of the Master Agreement will be amended as follows:

As a beneficiary, districts will be eligible for up to \$8,200.00 per semester per qualifying apprentice registered with the district's Para Educator Registered Apprenticeship program up to the maximum apprentice amount of \$40,500.00. Districts will be eligible for up to \$9,400.00 per semester per eligible apprentice registered with the district's Teacher Registered Apprenticeship program, up to the maximum apprentice amount of \$47,000.00. Apprentice eligibility requirements and required documentation is provided in Section 5 of this Addendum.

Districts are eligible to receive up to an additional \$2,000.00 per apprentice in addition to the Teacher Apprentice maximum amount of \$47,000.00 if an apprentice registered with their program earns an Iowa endorsement in addition to the teaching license from one or more of the following:

- i. 103 - PK-K Teacher, Pre-kindergarten-Kindergarten
- ii. 104 - K-12 English as a Second Language
- iii. 262 - PK-K Early Childhood Special Education
- iv. 259 through 265 - K-12 Instructional Strategist I and/or II
- v. 266 – Birth-21 Deaf or Hard of Hearing
- vi. 267 – Birth-21 Visually Impaired

Districts are only eligible to claim this amount one time per qualifying apprentice – if an apprentice earns multiple endorsements from this list, they are only eligible for up to \$2,000.00 per apprentice. Validation of the completion of the endorsement by apprentice will be provided to IWD on official letterhead of the (Related Training Instruction) RTI provider.

4. Section 5 of the Master Agreement will be amended as follows:

The allowable Administrative costs in section 5, USE OF FUNDS, will be eliminated. This section will now read:

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. Beneficiary is 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.~~

- i. The Beneficiary understands and agrees that the funds disbursed under this award may only be used for purposes set forth in section 602(c) of the Social Security Act (the Act) and U.S. Treasury's implementing regulations and interpretive guidance.
- ii. The Beneficiary 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.

5. Section 8 of the Master Agreement will be amended to add the following language:

In addition to reporting requirements already stated in Section 8, Beneficiary will be required to submit an employee agreement letter signed by an authorized representative of the district and official verification of student enrollment from the RTI provider to IWD each semester. Employee verification must be submitted on district letterhead stating, at minimum, the: name of the apprentice, position title, full time or part time employment status, dates of employment, and rate of pay. Official verification of student enrollment must be submitted on official RTI provider letterhead stating, at minimum, the: name of the apprentice, name of the district, number of credits the apprentice completed within the reporting time period, and name of the degree and endorsements being pursued by each apprentice. IWD may request additional information for apprentice verification from either the district or the RTI provider. Beneficiary will comply with any monitoring requests, including onsite visits, from IWD or the Office of Apprenticeship until the Iowa Office of Apprenticeship begins operation.

6. Section 16(a) of the Master Agreement will be amended as follows:

The Beneficiary shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders. The Beneficiary 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. Beneficiary 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.~~

7. The following new section 40, APPEAL OF AN AWARD DETERMINATION, will be added to the Master Agreement:

Beneficiary will have thirty (30) calendar days from the date of the Award Determination Letter to appeal the unvalidated or overpayment amount stated in IWD's determination letter. Beneficiary shall submit a written request for appeal of IWD's decision to the Grant Administrator within the 30-day time period. The request for appeal should include the stated variance, the requested amount, the specific item for review and the rationale. Once an appeal is received, IWD will review the request for appeal and any additional documentation and issue a final decision.

8. Sections 2 and 4 of the "Award Information" section in the Notice of Funding Opportunity (NOFO), shall be amended by removing annual funding maximums related to wages and tuition. IWD is removing the annual tuition maximum stated in sections 2 and 4 of the "Award Information" section of the NOFO.

~~The Paraeducator Pathway has a maximum tuition allotment of \$21,000 per apprentice and the Teacher Pathway has a maximum tuition allotment of \$34,000 per apprentice.~~

9. Section 5 of Addendum #1, will be amended to remove the maximum tuition allotments specified by each apprentice program pathway.

~~IWD is removing all annual tuition maximum stated in sections 2 and 4 of the “Award Information” section of the Notice of Funding Opportunity (NOFO). The Paraeducator Pathway has a maximum tuition allotment of \$21,000 per apprentice and the Teacher Pathway has a maximum tuition allotment of \$34,000 per apprentice.~~

10. The NOFO under Award Information Part 2 and 4, will be amended to remove the annual wage maximum of \$6,500 per year and stated program maximums.

NOFO Award Information Part 2 will be amended as follows:

Funding will support:

- ~~• Tuition and fees at \$7,000 per year for up to three years at a community college.~~
- ~~• Tuition and fees at up to \$17,000 per year for up to two years at a public or private four-year college/university.~~
- ~~• Hourly rate of \$12 for high school aides while still in school and \$6.00 (0.5 of \$12/hour) for aides and paraeducators (Teacher Aide 1) model this sums to \$6,500 per year for three years, for a total of \$19,500. For the paraeducator (Teacher Aide 1) to teacher model, this sums to \$6,500 per year for two years, for a total of \$13,000.~~
- ~~• Administrative costs are limited to the agency’s current restricted indirect cost rate or 5% whichever is less.~~

NOFO Award Information Part 4 will be amended as follows:

Funding will support:

- ~~• Tuition and fees at \$7,000 per year for up to three years at a community college.~~
- ~~• Tuition and fees at up to \$17,000 per year for up to two years at a public or private four-year college/university.~~
- ~~• Hourly rate of \$12 for high school aides while still in school and \$6.00 (0.5 of \$12/hour) for aides and paraeducators (Teacher Aide 1) for up to 30 hours per week for 36 weeks. For the high school to paraeducator (Teacher Aide 1) model this sums to \$6,500 per year for three years, for a total of \$19,500. For the paraeducator (Teacher Aide 1) to Teacher model, this sums to \$6,500 per year for two years, for a total of \$13,000.~~
- ~~• The estimate scope of Registered Apprenticeship awards will be approximately 25-30 grants to districts for 100 anticipated Paraeducator (Teacher Aide 1) apprentices and approximately 20-25 grants to districts for 100 anticipated Teacher apprentices.~~

11. Section 4 of the Master Agreement will be amended as follows:

Payments are made on a reimbursement basis only. ~~All requests for payment shall be made quarterly using the standard Agency fund request form or a detailed invoices 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.~~

To request a claim, the Beneficiary must submit a request utilizing the formal IWD request for funds document, along with the required supporting documentation for the previous period, on or before January 15 and July 15 each year of the award. Districts may be granted an extension to provide additional documentation requested by IWD. Any requests received after January 15 or July 15 of each period may not be considered eligible and cannot be claimed in future periods. Claims will only be approved for eligible apprentices registered with the district's qualifying apprenticeship program.

| Program Period | Request Due No Later Than |
|----------------------|---------------------------|
| January 1- June 30 | July 15 |
| July 1 – December 31 | January 15 |

All other terms of the original Agreement remain in full force and effect.

The parties hereto, by their signatures below, enter into this Addendum as set forth above.

IOWA WORKFORCE DEVELOPMENT:

Beth Townsend, Executive Director

Date

CEDAR FALLS COMMUNITY SCHOOLS:

Signature

Date

Title