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JUN 30 2008

**CLERK OF DISTRICT COURT  
SOUTHERN DISTRICT OF IOWA**

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF IOWA

UNITED STATES OF AMERICA,	)	
	)	Criminal No. 4:07-cr-008
Plaintiff,	)	
	)	
v.	)	
	)	
RAMONA CUNNINGHAM,	)	PLEA AGREEMENT OF
	)	RAMONA CUNNINGHAM
	)	
Defendant.	)	

IT IS HEREBY AGREED by and between the plaintiff, the United States of America, and the defendant, RAMONA CUNNINGHAM, with the defendant's attorney, as follows:

**A. CHARGES**

1. Subject Offense. Defendant will plead guilty to Counts 1, 2, 12, 20, 23, 26, 27 and 28 of the First Superseding Indictment filed May 10, 2007, charging violations of Title 18, United States Code, Section 371 (Conspiracy to defraud the United States) (Count 1), Title 18 United States Code, Section 665(a) (Fraud or Misapplication Concerning Federal Funds under Workforce Investment Act) (Counts 2 and 28), Title 18, United States Code Section 666(a)(1)(A) (Misapplication of Funds Concerning Programs Receiving Federal Funds) (Counts 12, 20, 23, and 26), and Title 18, United States Code Section 665(c) (Obstruction of an Investigation or an Inquiry) (Count 27).

2. Charges Being Dismissed. Should defendant abide by all the terms and conditions of this plea agreement plaintiff will, at the time of sentencing, dismiss Counts 3-11, 13-19, 21-22, 24-25 and 29-30 of the First Superseding Indictment, with respect to this defendant.

3. No Further Prosecution. The United States of America agrees that the defendant will not be charged in the Southern District of Iowa with any other federal criminal offense under Title 18, arising from or directly relating to this investigation, except for any crimes of violence. This paragraph and this plea agreement do not apply to any criminal act occurring after the date of this agreement.

**B. CONSEQUENCES OF PLEA**

4. Maximum Punishment. The subject offense of conspiracy to defraud the United States is punishable by a maximum term of imprisonment of five years, maximum fine of not more than \$250,000.00, or both. In addition there is a special assessment of \$100.00, and a term of supervised release of not more than 3 years. The subject offense of fraud or misapplication concerning Federal funds under the Workforce Investment Act is punishable by a maximum term of imprisonment of ~~five~~ <sup>two</sup> years, maximum fine of not more than \$250,000.00, or both. In addition <sup>1</sup> there is a special assessment of \$100.00, and a term of supervised release of not more than ~~3~~ years. The subject offense of misapplication of funds concerning programs receiving Federal funds is punishable by a maximum term of imprisonment of ten years, maximum fine of not more than \$250,000.00, or both. In addition there is a special assessment of \$100.00, and a term of supervised release of not more than 3 years. The subject offense of obstruction of an investigation or an inquiry is punishable by a maximum term of imprisonment of 1 year, maximum fine of \$100,000, or both. In addition, there is a special assessment of \$25.00, and a term of supervised release of not more than 1 year.

5. Mandatory Minimum. The subject offenses do not have any mandatory minimum terms of imprisonment.

**C. SENTENCING CONSIDERATIONS**

6. Sentencing Guidelines - Factors. The sentence to be imposed is solely within the District Court's discretion, taking into consideration the advisory United States Sentencing Commission Guidelines which apply to this offense. The Sentencing Guidelines establish a sentencing range based upon factors determined to be present in the case, which include, but are not limited to the following:

- a. the defendant's role in the offense;
- b. criminal history (prior convictions) and probation status at the time of the subject offense;
- c. acceptance or lack of acceptance of responsibility;
- d. the number of victims;
- e. the loss amount caused by any relevant conduct.

7. No Promises. The United States makes no representations or promises as to the sentence to be imposed, as this is solely within the District Court's discretion. Although the parties may have discussed the possibilities of various factors having an impact on the sentence and the possibility of a certain sentencing range, the parties agree that no discussion resulted in any express or implied promise or guarantee concerning the actual sentence to be imposed.

8. No Right to Withdraw Plea. The defendant understands that the defendant will have no right to withdraw the defendant's plea if the sentence imposed, or the application of the

United States Sentencing Commission Guidelines, is other than what the defendant anticipated. The parties understand the Court may defer its decision to accept the plea until there has been an opportunity to review a pre-sentence investigation report.

9. Evidence at Sentencing. The defendant, the defendant's attorney, and the plaintiff's attorney will be permitted to make whatever comment and evidentiary offer they deem appropriate at the time of the guilty plea, sentencing, or any other proceeding related to this case, provided such offer or comment does not violate any other provision of this agreement. The parties are also free to provide all relevant information to the U. S. Probation Office for use in preparing a pre-sentence report.

10. Fines/Costs. Issues relating to fines and/or costs of incarceration are not dealt with in this agreement, and the parties are free to espouse their respective positions at sentencing.

11. Special Assessment. The defendant agrees to pay to the United States a special assessment of \$100.00 per count of each felony conviction and \$25.00 per count of each misdemeanor conviction, as required by Title 18, United States Code, § 3013. The defendant agrees to make such payment (by cashiers check or money order payable to "Clerk, U. S. District Court") to the Clerk of the United States District Court for the district in which the defendant enters his guilty plea within two weeks (14 days) of the execution of this agreement or to sentencing, whichever last occurs.

12. Financial Statement. The defendant agrees to fully and truthfully complete

a financial statement in a form satisfactory to the United States, and provide the U.S. Attorney's Office with any information or documentation in the defendant's possession or control regarding the defendant's financial affairs.

**D. GENERAL MATTERS**

13. Voluntariness of Plea. The defendant acknowledges that the defendant is entering into this plea agreement and is pleading guilty because the defendant is guilty. The defendant further acknowledges that the defendant is entering into this agreement without reliance upon any discussions between the government and the defendant (other than those described in this plea agreement), without promise of benefit of any kind (other than any concessions contained in this plea agreement), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges that the defendant understands the nature of the offenses to which the defendant is pleading guilty, including the penalties provided by law.

14. Limited Scope of Agreement. This agreement does not limit, in any way, the right or ability of the government to investigate or prosecute the defendant for crimes occurring outside the scope of this agreement. Additionally, this agreement does not preclude the government from pursuing any civil or administrative matters against the defendant, including, but not limited to, civil tax matters and civil forfeiture, which arise from, or are related to, the facts upon which this investigation is based.

15. Entire Agreement. This plea agreement, and any attachments, constitute the entire agreement between the parties. No other promises of any kind, express or implied, have been made to the defendant by the United States or by its agents.

16. Factual Stipulations. Attached hereto as Attachment "A", and incorporated by reference herein, are factual stipulations entered into between the parties, including the factual stipulations of the defendant's offense conduct relating to each subject offense.

17. Use of Information. If the defendant breaches the terms and conditions of this agreement, the government is free to use against the defendant Attachment "A" of this agreement. Attachment "A" may be used against the defendant in any criminal prosecution including prosecutions of the instant offense, perjury, obstruction of justice, or other applicable criminal prosecution relating to the giving of a false statement.

18. Venue. Defendant agrees that the offense conduct relating to the subject offenses were committed, in whole or in part, in the Southern District of Iowa, and that the U. S. District Court, Southern District of Iowa, has proper venue of this agreement.

19. Public Interest. The plaintiff and defendant state this plea agreement is in the public interest and it takes into account the benefit to the public of a prompt and certain disposition of the case and furnishes adequate protection to the public interest and is in keeping with the gravity of the offense and promotes respect for the law.

20. Limited Waiver of Appeal Rights. The defendant hereby knowingly and expressly waives any and all rights to appeal defendant's conviction in this case, including a waiver of all motions, defenses and objections which defendant could assert to the charges or to the Court's entry of Judgment against defendant, and any and all issues inhering therein, except for the following:

- a. Review pursuant to 18 U.S.C. § 3742 of any sentence imposed in

connection with the conviction resulting from this plea agreement.

- b. The right to appeal based on grounds of ineffective assistance of counsel and/or prosecutorial misconduct not known or reasonably knowable to the defendant at the time of entering this plea agreement.

21. Waiver of Post-Conviction Review. The defendant further knowingly and expressly waives any and all rights to contest his conviction of the subject charges in any post-conviction proceedings, including any proceedings under Title 28 U.S.C. § 2255, subject to the exceptions set forth in the preceding paragraph.

22. Execution/Effective Date. This Plea Agreement does not become valid and binding until executed by each of the individuals (or their designated representatives) shown below. The United States Attorney's Office may withdraw this plea agreement offer at any time prior to its timely acceptance by defendant. For defendant to have timely accepted this plea agreement offer, defendant and the defendant's attorney must have properly executed the Plea Agreement, Attachment A (Stipulation of Facts), and the Statement by Defendant in Advance of Plea of Guilty, and the Office of the United States Attorney for the Southern District of Iowa must have received delivery of said properly executed documents by 1:00 p.m. on June 20, 2008. Should this offer of a Plea Agreement not have properly and timely been accepted by defendant by 1:00 p.m. on June 20, 2008, this offer is automatically withdrawn without further notice to defendant.

The undersigned hereby accept and agree to the terms and conditions set forth in this Plea Agreement. This plea agreement does not become valid and binding until executed by all of the parties hereto.

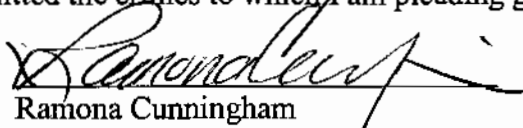
23. Supervised Release. During the period of supervised release, the defendant may in appropriate circumstances apply to the Court and her probation officer for permission to travel out of her district of supervision. The Government reserves the right to object to such travel if it deems the circumstances cited by defendant to not be appropriate.

24. Designation. The Government agrees not to object to the defendant's request to the Court for a recommendation that she be assigned to a suitable Bureau of Prisons facility near her or her daughters' homes. The parties recognize that it is solely within the discretion of the Bureau of Prisons to determine where and in what manner the defendant is actually incarcerated, and this plea agreement in no way limits the exercise of that discretion.

**E. SIGNATURES**

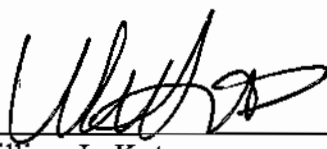
25. Defendant. I have read all of this plea agreement and have discussed it with my attorney. I fully understand the plea agreement and accept and agree with it without reservation. I do this voluntarily and of my own free will. No promises have been made to me other than the promises in this plea agreement. I have not been threatened in any way to get me to enter into this plea agreement. I am satisfied with the services of my attorney with regard to this plea agreement and other matters associated with this case. I am entering into this plea agreement and will enter my plea of guilty under this agreement because I committed the crimes to which I am pleading guilty.

6/19/2008  
Date

  
Ramona Cunningham

26. Defendant's Attorney. I have read this plea agreement and have discussed in its entirety with my client. There is no plea agreement other than the agreement set forth in this writing. My client fully understands this plea agreement. I am satisfied my client is capable of entering into this plea agreement, and does so voluntarily of the defendant's own free will, and without any coercion or compulsion. I believe there is a factual basis for the plea and concur in my client entering into this plea agreement and in entering a plea of guilty pursuant to the plea agreement.

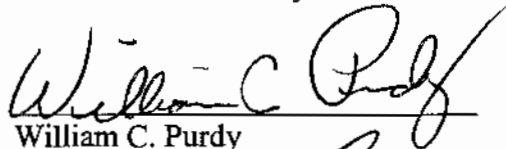
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Date

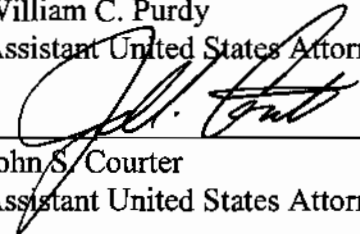
  
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William L. Kutmus  
Kutmus and Pennington, P.C.  
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Des Moines, Iowa 50309-3719  
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35. United States of America.

6/23/08  
Date

6-23-08  
Date

Matthew G. Whitaker  
United States Attorney  
By:   
\_\_\_\_\_  
William C. Purdy  
Assistant United States Attorney

By:   
\_\_\_\_\_  
John S. Courter  
Assistant United States Attorney

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Tel: (515) 284-6497  
Fax: (515) 284-6281  
Email: bill.purdy@usdoj.gov

**ATTACHMENT A**  
**STIPULATION OF FACTS**

COMES NOW the undersigned Assistant United States Attorney for and on behalf of the United States of America, plaintiff in the above captioned matter, defendant RAMONA CUNNINGHAM, and defendant's attorney, William L. Kutmus, and hereby stipulate and agree that the following facts are true and correct and may be used by the Court to establish a factual basis for the plea of guilty to be entered by defendant pursuant to the plea agreement, and for purposes of sentencing:

1. That between January 1, 2003, and continuing to on and after April 12, 2006, defendant RAMONA CUNNINGHAM, did knowingly and willfully combine, conspire and agree with at least one other person, to commit fraud against the United States in that she committed at least one overt act in furtherance of the conspiracy, including by receiving bonuses and supplemental compensation during the period July 1, 2003, through April 12, 2006, in the total amount of approximately \$472,937.45 and in attempting to conceal from discovery by said agencies the payment of excessive and unreasonable compensation to CIETC's executive staff during the course of the conspiracy. Defendant agrees that she is responsible for the loss amount as determined by the Court in this matter.

2. That defendant, RAMONA CUNNINGHAM, reached an agreement or came to an understanding with at least one other person, to defraud the United States by impeding, impairing, obstructing and defeating the lawful governmental functions of the U.S. Department of Labor and U.S. Department of Health and Human Services.

3. That defendant RAMONA CUNNINGHAM, voluntarily and intentionally joined in the agreement and understanding at the time it was first reached or at some later time while it was still in effect.

4. That defendant RAMONA CUNNINGHAM, at the time she entered into the agreement, knew the purpose of the agreement and understanding was to defraud the United States.

5. That defendant, RAMONA CUNNINGHAM, was an agent of an entity known as CIETC, and said entity received Federal funds or benefits through various grants, contracts and programs in fiscal years 2004, 2005 and 2006 in excess of \$10,000.

6. That defendant, RAMONA CUNNINGHAM, obtained by fraud and caused misapplication of property valued at \$5,000 or more during CIETC's fiscal years 2004, 2005 and 2006.

7. That defendant RAMONA CUNNINGHAM, caused by the misapplication of Federal funds received from Federal agencies and disbursed through the State of Iowa, including, funds received by defendant RAMONA CUNNINGHAM under the Workforce Investment Act and funds received under the Temporary Assistance of Needy Families ("TANF") program.

8. That defendant RAMONA CUNNINGHAM, caused the misapplication of funds received from various funding entities, including Federal agencies, the State of Iowa and Polk County, Iowa, in her role as chief executive officer of the entity known as CIETC.

9. That defendant RAMONA CUNNINGHAM, caused the misapplication of funds intended to be paid to entities known as Creative Visions and Iowa Comprehensive Human Services.

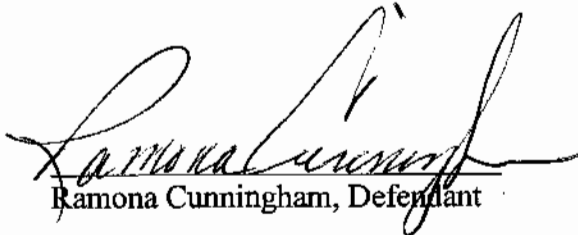
10. That defendant RAMONA CUNNINGHAM, and others, willfully endeavored to obstruct and impede an investigation or inquiry pursuant to the Workforce Investment Act and

regulations thereunder, by attempting to influence Iowa Workforce Development and U.S. Department of Labor officials to discontinue inquiry and investigation into compensation paid to defendants RAMONA CUNNINGHAM, KAREN TESDELL and others, by CIETC, an organization receiving financial assistance under the Workforce Investment Act.

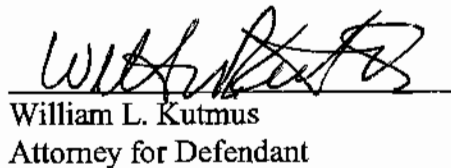
11. That the offenses committed by the defendant, RAMONA CUNNINGHAM, to which she pleads guilty, occurred in the Southern District of Iowa.

Defendant hereby certifies that the facts set forth above are true and accurate to the best of the defendant's knowledge.

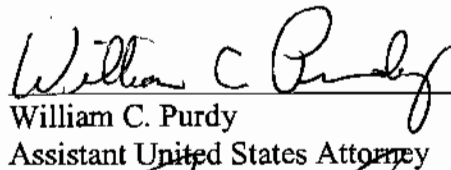
6/19/2008  
Date

  
Ramona Cunningham, Defendant

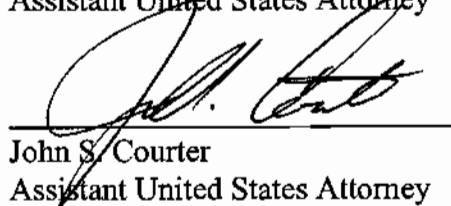
6/19/2008  
Date

  
William L. Kutmus  
Attorney for Defendant

6/23/2008  
Date

  
William C. Purdy  
Assistant United States Attorney

6-23-08  
Date

  
John S. Courter  
Assistant United States Attorney