

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, July 12, 2021 @ 5:30 p.m.**

A G E N D A

CALL TO ORDER (President Nancy Humbles)

APPROVAL OF AGENDA (President Nancy Humbles)3

SUPERINTENDENT’S REPORT/BOARD REPORTS (Superintendent Bush/Board of Directors)

COMMUNICATIONS, DELEGATIONS, AND PETITIONS (President Nancy Humbles)

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CALL TO ORDER – President Nancy Humbles

APPROVAL OF AGENDA – President Nancy Humbles

“I move that the agenda of Monday, July 12, 2021 Board of Education Meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL

SUPERINTENDENT’S REPORT / BOARD REPORTS – (Superintendent Bush/ Board of Directors)

COMMUNICATIONS, DELEGATIONS, AND PETITIONS – (President Nancy Humbles)

CONSENT AGENDA

**BA-22-000/01 Minutes – Regular Meeting on Monday, June 14, 2021
(Laurel Day)**

Exhibit: <http://www.cr.k12.ia.us/our-district/board-of-education/>

Action Item

Pertinent Fact(s):

It is the responsibility of the Board Secretary to keep the minutes of Board of Directors meetings as required by Iowa Code §§ 21.3 and Board Regulation 202.10. The minutes will be available for public inspection within two weeks of the Board meeting and forwarded to the appropriate newspaper for publication.

Recommendation:

It is recommended that the Board of Education approve the Minutes from the Regular Meeting held on Monday, June 14, 2021.

Board Meeting: Monday, July 12, 2021

CONSENT AGENDA

BA-22-001/01 Approval of Claims Report - May 2021 (David Nicholson)

Exhibit: BA-22-001/01.1-6

Action Item

Pertinent Fact(s):

The Approval of Claims Report is required by Iowa Code sections 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of May 1-31, 2021 totaled \$20,818,334.44.

Recommendation:

It is recommended that the Board of Education approve the Claims Report and Ratify the List of Paid Bills and Payrolls for the period ending May 31, 2021.

**Cedar Rapids Community School District
Summary of Expenditures and Payroll for Month Ending May 31, 2021**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
Period Ending 5/07	\$ 258,046.48	\$ 73.97	\$ -	\$ -	\$ 104.35	\$ -	\$ 258,224.80
Period Ending 5/14	11,183.91	296.56	-	-	19.66	193.74	11,693.87
Period Ending 5/21	51,937.77	921.12	-	3,740.00	-	-	56,598.89
Period Ending 5/28	235,460.79	1,261.14	-	-	17.86	-	236,739.79
Period Ending 5/31	6,888,328.59	16,912.50	1,416.85	358,706.52	524,160.22	361,216.14	8,150,740.82
Approved Warrants and Voids							
Period Ending 5/07	\$ 261,166.05	\$ 20,837.97	\$ -	\$ 303,541.37	\$ 97,564.04	\$ -	\$ 683,109.43
Period Ending 5/14	560,198.70	20,948.80	11,500.00	302,870.04	25,735.60	-	921,253.14
Period Ending 5/21	369,991.89	11,133.17	81,716.92	50,246.28	5,760.82	62.82	518,911.90
Period Ending 5/28	657,920.43	10,698.25	3,467.51	1,357,035.93	247,849.34	26.90	2,276,998.36
Period Ending 5/31	(38,752.88)	(526.17)	-	-	(98.85)	(119.00)	(39,496.90)
	\$ 9,255,481.73	\$ 82,557.31	\$ 98,101.28	\$ 2,376,140.14	\$ 901,113.04	\$ 361,380.60	\$ 13,074,774.10
Payrolls - Net	<u>7,743,560.34</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,743,560.34</u>
Total Expenditures	<u>\$ 16,999,042.07</u>	<u>\$ 82,557.31</u>	<u>\$ 98,101.28</u>	<u>\$ 2,376,140.14</u>	<u>\$ 901,113.04</u>	<u>\$ 361,380.60</u>	<u>\$ 20,818,334.44</u>

Note: Individual transactions can be viewed on the Cedar Rapids Community School District website under Board of Education.

Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 7, 2021

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 258,046.48	\$ 73.97	\$ -	\$ -	\$ 104.35	\$ -	\$ 258,224.80
Approved Warrants and Voids (Entered By Batch)							
	\$ 261,166.05	\$ 20,837.97	\$ -	\$ 303,541.37	\$ 97,564.04	\$ -	\$ 683,109.43
Total	<u><u>\$ 519,212.53</u></u>	<u><u>\$ 20,911.94</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 303,541.37</u></u>	<u><u>\$ 97,668.39</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 941,334.23</u></u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 14, 2021

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 11,183.91	\$ 296.56	\$ -	\$ -	\$ 19.66	\$ 193.74	\$ 11,693.87
Approved Warrants and Voids (Entered By Batch)							
	\$ 560,198.70	\$ 20,948.80	\$ 11,500.00	\$ 302,870.04	\$ 25,735.60	\$ -	921,253.14
Total	<u><u>\$ 571,382.61</u></u>	<u><u>\$ 21,245.36</u></u>	<u><u>\$ 11,500.00</u></u>	<u><u>\$ 302,870.04</u></u>	<u><u>\$ 25,755.26</u></u>	<u><u>\$ 193.74</u></u>	<u><u>\$ 932,947.01</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 21, 2021**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 51,937.77	\$ 921.12	\$ -	\$ 3,740.00	\$ -	\$ -	\$ 56,598.89
Approved Warrants and Voids (Entered By Batch)							
	\$ 369,991.89	\$ 11,133.17	\$ 81,716.92	\$ 50,246.28	\$ 5,760.82	\$ 62.82	518,911.90
Total	<u>\$ 421,929.66</u>	<u>\$ 12,054.29</u>	<u>\$ 81,716.92</u>	<u>\$ 53,986.28</u>	<u>\$ 5,760.82</u>	<u>\$ 62.82</u>	<u>\$ 575,510.79</u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 28, 2021**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 235,460.79	\$ 1,261.14	\$ -	\$ -	\$ 17.86	\$ -	\$ 236,739.79
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 657,920.43	\$ 10,698.25	\$ 3,467.51	\$ 1,357,035.93	\$ 247,849.34	\$ 26.90	\$ 2,276,998.36
Total	<u><u>\$ 893,381.22</u></u>	<u><u>\$ 11,959.39</u></u>	<u><u>\$ 3,467.51</u></u>	<u><u>\$ 1,357,035.93</u></u>	<u><u>\$ 247,867.20</u></u>	<u><u>\$ 26.90</u></u>	<u><u>\$ 2,513,738.15</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 31, 2021**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACH Payments	6,888,328.59	16,912.50	1,416.85	358,706.52	524,160.22	361,216.14	8,150,740.82
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Voids	\$ (38,752.88)	\$ (526.17)	\$ -	\$ -	\$ (98.85)	\$ (119.00)	\$ (39,496.90)
Total	<u>\$ 6,849,575.71</u>	<u>\$ 16,386.33</u>	<u>\$ 1,416.85</u>	<u>\$ 358,706.52</u>	<u>\$ 524,061.37</u>	<u>\$ 361,097.14</u>	<u>\$ 8,111,243.92</u>

CONSENT AGENDA

BA-22-003/01 Budget Summary Report – May 2021 (David Nicholson)

Exhibit: BA-22-003/01.1-9

Action Item

Pertinent Fact(s):

The Budget Summary Report is provided as required by Board Regulation 703.2.

Recommendation:

It is recommended that the Board of Education approve the Budget Summary Report for the month ended May 31, 2021.

Statement of Revenues, Expenditures, Other Financing Sources (Uses) And Changes In Fund Balance

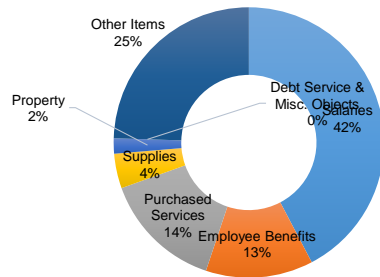
For the Period Ending May 31, 2021

All Funds Summary Breakdown

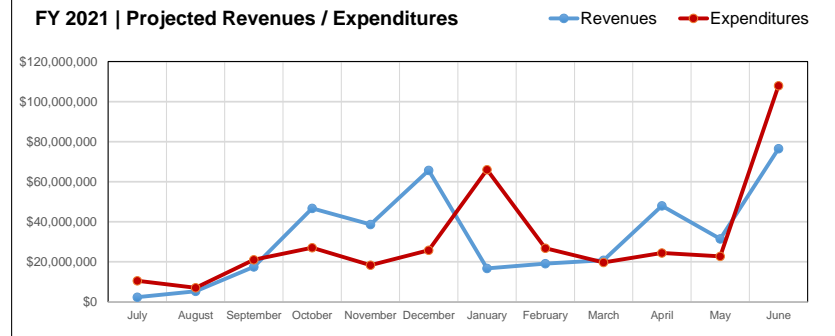
(With Comparative Totals For the Period Ended July, 2019 - May, 2020)

	All Funds			Management								
	FY2020	FY2021	% Incr/(Decr)	General Fund	Activity Fund	Fund	Sales Tax Fund	PPEL	Debt Service	School Nutrition	Other 60 Funds	
REVENUES												
Local	\$104,677,971	\$106,872,426	2.10%	\$82,343,967	\$916,458	\$7,162,421	\$52,899	\$10,615,734	\$2,463,625	\$225,536	\$3,091,786	
Intermediate	\$0	\$0		0	0	0	0	0	0	0	0	
State	\$114,246,170	\$115,346,578	0.96%	100,786,435	0	206,013	14,010,988	281,012	62,131	0	0	
Federal	\$15,500,877	\$15,491,310	(0.06%)	8,920,587	0	0	0	0	584,553	5,923,467	62,703	
Other Financing Sources/Income Items	\$44,852,479	\$74,510,594	66.12%	2,751,581	0	0	18,917,920	916,546	51,835,472	0	89,074	
TOTAL REVENUE	\$279,277,496	\$312,220,908	11.80%	\$194,802,570	\$916,458	\$7,368,434	\$32,981,808	\$11,813,292	\$54,945,781	\$6,149,004	\$3,243,563	
EXPENDITURES												
Salaries	\$118,175,066	\$114,036,729	(3.50%)	\$108,640,092	\$15,146	\$34,106	\$0	\$0	\$0	\$2,963,341	\$2,384,045	
Employee Benefits	\$34,377,192	\$34,596,913	0.64%	30,862,947	1,794	2,197,736	0	0	0	847,051	687,386	
Purchased Services	\$25,368,689	\$38,772,480	52.84%	14,134,865	190,830	2,655,808	16,251,476	5,481,769	0	32,202	25,530	
Supplies	\$10,706,690	\$11,186,988	4.49%	7,476,552	665,096	0	13	11,892	0	2,776,102	257,333	
Property	\$5,848,593	\$4,920,851	(15.86%)	3,193,354	27,192	0	402,173	1,083,888	0	214,244	0	
Debt Service & Misc. Objects	\$0	\$0		0	0	0	0	0	0	0	0	
Other Items	\$58,516,084	\$66,040,599	12.86%	226,860	44,513	135,142	13,104,155	2,118,738	50,406,777	1,090	3,325	
TOTAL EXPENDITURES	\$252,992,312	\$269,554,561	6.55%	\$164,534,669	\$944,571	\$5,022,791	\$29,757,816	\$8,696,288	\$50,406,777	\$6,834,029	\$3,357,619	
SURPLUS / (DEFICIT)	\$26,285,183	\$42,666,348	62.32%	\$30,267,901	(\$28,113)	\$2,345,643	\$3,223,991	\$3,117,003	\$4,539,004	(\$685,026)	(\$114,056)	
FUND BALANCE												
Beginning of Period				\$28,580,757	\$1,623,079	\$7,405,256	\$36,448,510	\$11,978,377	\$12,730,625	\$1,887,258	(\$836,298)	
End of Period				\$58,848,658	\$1,594,966	\$9,750,899	\$39,672,501	\$15,095,380	\$17,269,629	\$1,202,233	(\$950,354)	

FY 2021 | YTD Expenditures by Object



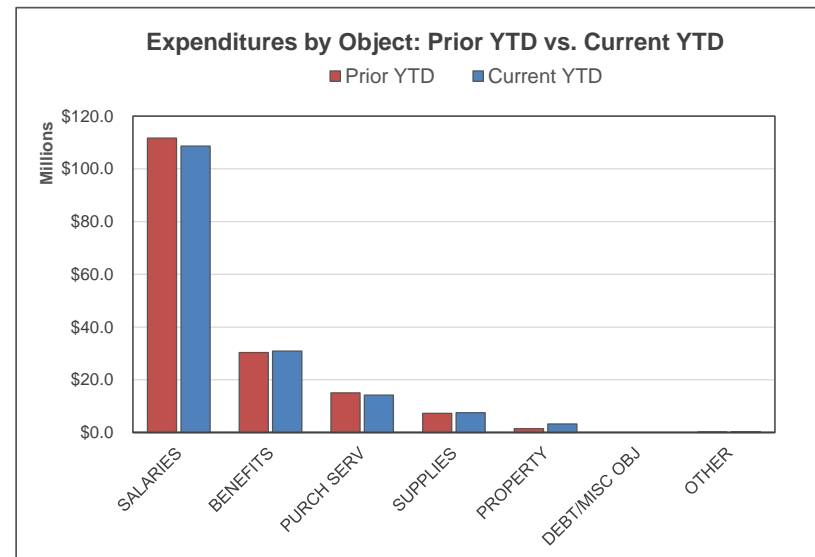
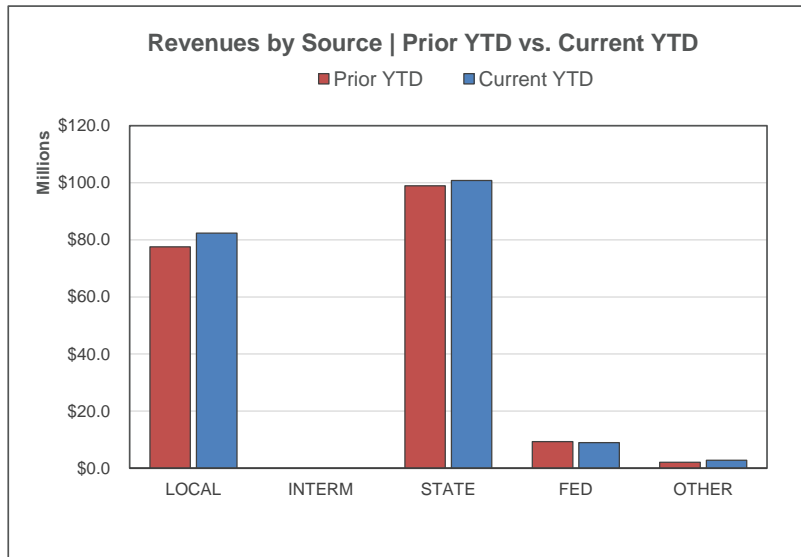
FY 2021 | Projected Revenues / Expenditures



General Fund | Financial Summary

For the Period Ending May 31, 2021

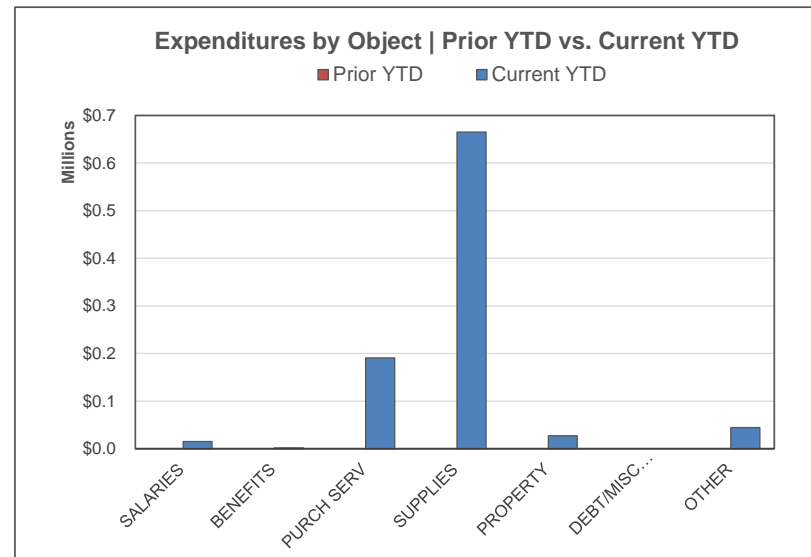
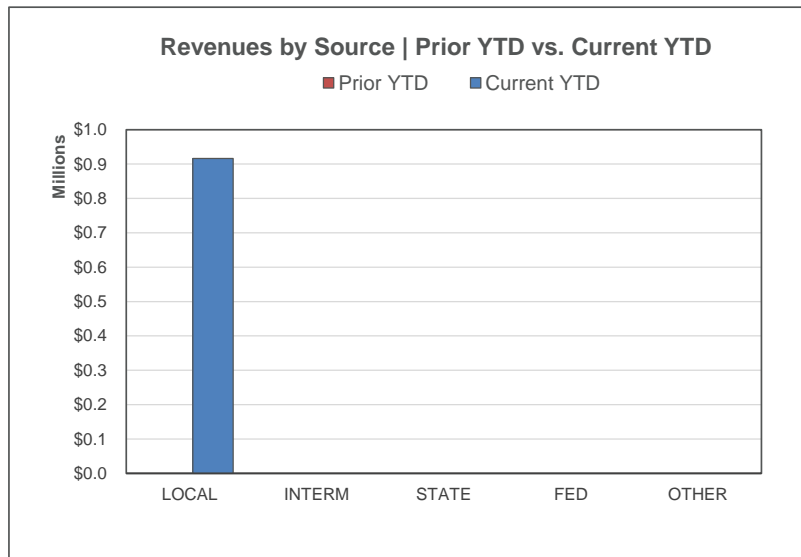
	YTD % of PY			YTD % of Budget		
	Prior YTD	Prior Year Actual	Actual	Current YTD	Annual Budget	Budget
REVENUES						
Local	\$77,556,824	\$82,115,259	94.45%	\$82,343,967	\$85,198,994	96.65%
Intermediate	0	0		0	0	
State	98,958,427	118,641,268	83.41%	100,786,435	120,580,536	83.58%
Federal	9,310,846	11,439,464	81.39%	8,920,587	12,775,645	69.82%
Other Financing Sources/Income Items	2,078,333	3,510,357	59.21%	2,751,581	2,876,577	95.65%
TOTAL REVENUE	\$187,904,430	\$215,706,350	87.11%	\$194,802,570	\$221,431,752	87.97%
EXPENDITURES						
Salaries	\$111,690,670	\$140,464,986	79.51%	\$108,640,092	\$140,404,410	77.38%
Employee Benefits	30,341,779	35,933,669	84.44%	30,862,947	37,620,134	82.04%
Purchased Services	15,054,385	23,721,786	63.46%	14,134,865	24,260,891	58.26%
Supplies	7,239,895	8,516,533	85.01%	7,476,552	14,260,711	52.43%
Property	1,410,500	1,499,767	94.05%	3,193,354	2,134,494	149.61%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	222,807	9,655,110	2.31%	226,860	10,728,185	2.11%
TOTAL EXPENDITURES	\$165,960,036	\$219,791,852	75.51%	\$164,534,669	\$229,408,825	71.72%
SURPLUS / (DEFICIT)	\$21,944,395	(\$4,085,502)		\$30,267,901	(\$7,977,073)	
ENDING FUND BALANCE	\$54,610,654			\$58,848,658		



Activity Fund | Financial Summary

For the Period Ending May 31, 2021

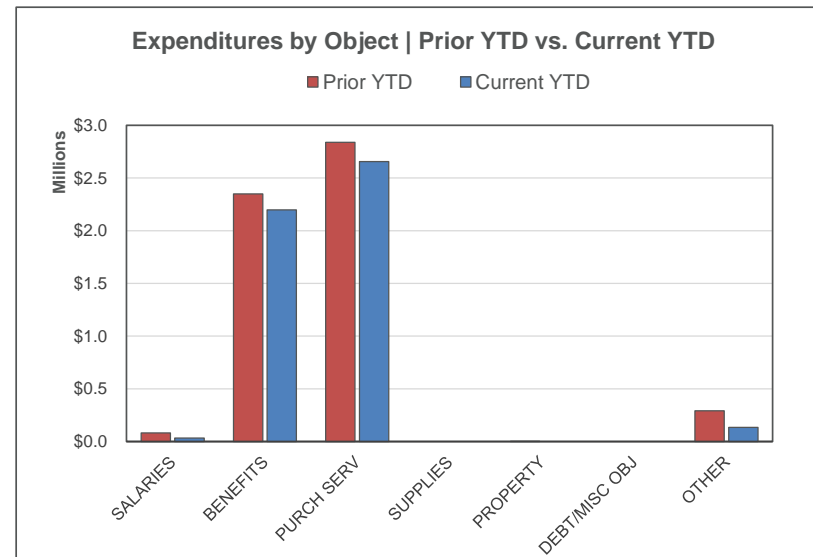
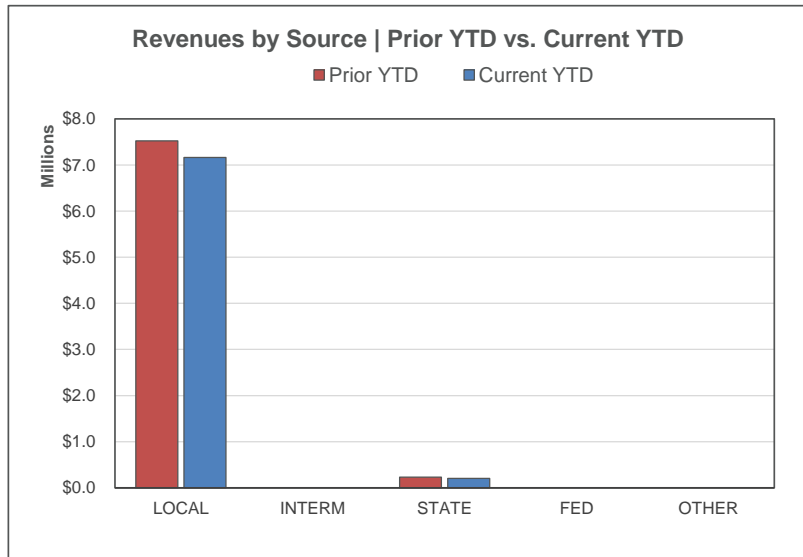
	Prior Year			Current Year	
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget
REVENUES					
Local	\$0	\$2,910,760	0.00%	\$916,458	\$0
Intermediate	0	0		0	0
State	0	0		0	0
Federal	0	0		0	0
Other Financing Sources/Income Items	0	0		0	0
TOTAL REVENUE	\$0	\$2,910,760	0.00%	\$916,458	\$0
EXPENDITURES					
Salaries	\$0	\$0		\$15,146	\$0
Employee Benefits	0	0		1,794	0
Purchased Services	0	0		190,830	0
Supplies	0	2,784,617	0.00%	665,096	0
Property	0	0		27,192	0
Debt Service & Misc. Objects	0	0		0	0
Other Items	0	0		44,513	0
TOTAL EXPENDITURES	\$0	\$2,784,617	0.00%	\$944,571	\$0
SURPLUS / (DEFICIT)	\$0	\$126,143		(\$28,113)	\$0
ENDING FUND BALANCE	\$1,496,936			\$1,594,566	



Management Fund | Financial Summary

For the Period Ending May 31, 2021

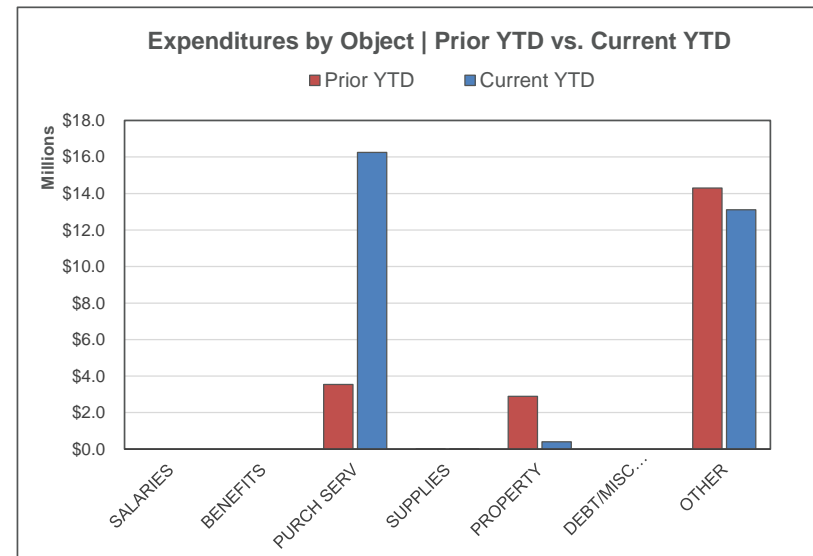
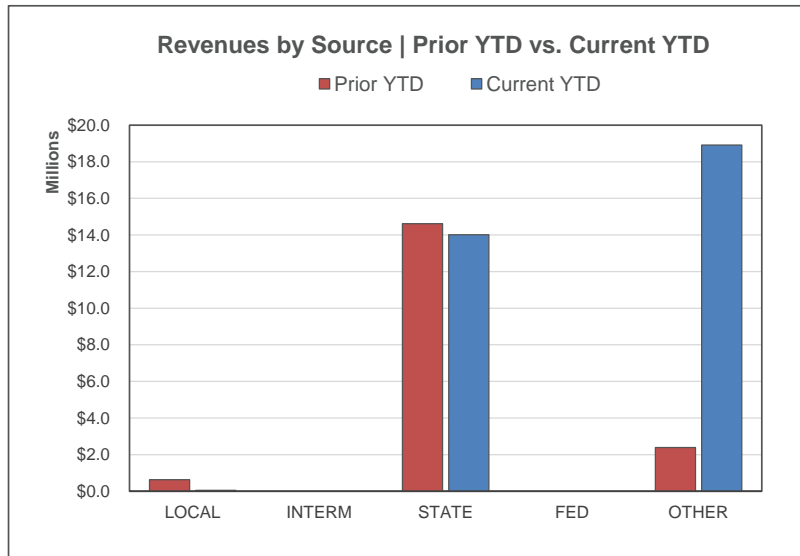
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$7,522,964	\$7,671,781	98.06%	\$7,162,421	\$7,232,501	99.03%
Intermediate	0	0		0	0	
State	231,860	231,860	100.00%	206,013	208,914	98.61%
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	453,810	0.00%	0	0	
TOTAL REVENUE	\$7,754,824	\$8,357,452	92.79%	\$7,368,434	\$7,441,415	99.02%
EXPENDITURES						
Salaries	\$81,794	\$119,625	68.38%	\$34,106	\$41,000	83.18%
Employee Benefits	2,348,863	4,517,306	52.00%	2,197,736	4,507,153	48.76%
Purchased Services	2,839,162	2,764,175	102.71%	2,655,808	2,684,837	98.92%
Supplies	0	0		0	0	
Property	632	632	100.00%	0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	292,410	299,472	97.64%	135,142	290,000	46.60%
TOTAL EXPENDITURES	\$5,562,860	\$7,701,209	72.23%	\$5,022,791	\$7,522,990	66.77%
SURPLUS / (DEFICIT)	\$2,191,964	\$656,242		\$2,345,643	(\$81,575)	
ENDING FUND BALANCE	\$8,940,978			\$9,750,899		



Sales Tax Fund | Financial Summary

For the Period Ending May 31, 2021

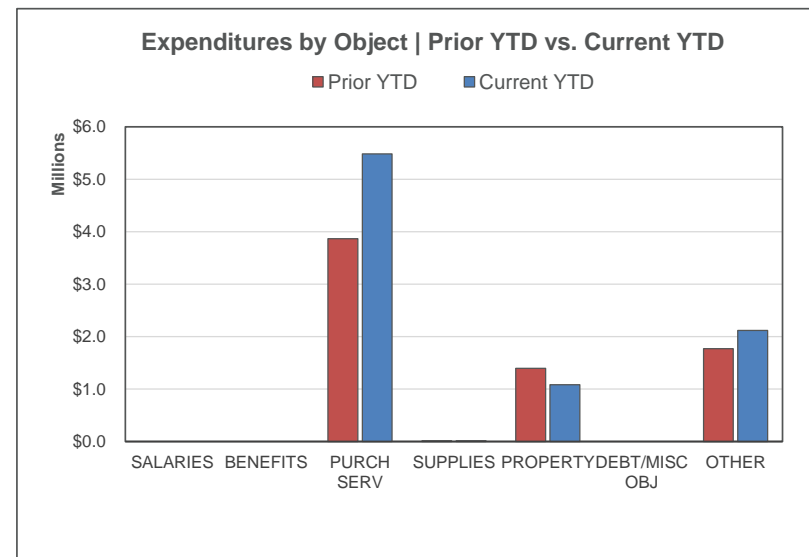
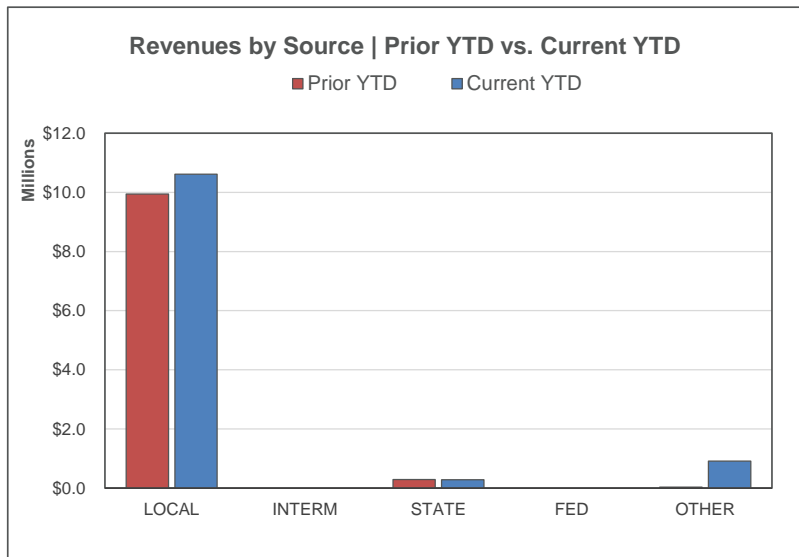
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$636,039	\$679,834	93.56%	\$52,899	\$194,608	27.18%
Intermediate	0	0		0	0	
State	14,621,641	17,582,925	83.16%	14,010,988	17,354,447	80.73%
Federal	0	0		0	0	
Other Financing Sources/Income Items	2,384,643	2,510,828	94.97%	18,917,920	18,864,409	100.28%
TOTAL REVENUE	\$17,642,322	\$20,773,588	84.93%	\$32,981,808	\$36,413,464	90.58%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	3,540,857	4,894,500	72.34%	16,251,476	24,738,400	65.69%
Supplies	336	336	100.00%	13	0	
Property	2,892,886	3,609,848	80.14%	402,173	2,697,962	14.91%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	14,298,730	15,600,124	91.66%	13,104,155	14,094,296	92.97%
TOTAL EXPENDITURES	\$20,732,809	\$24,104,808	86.01%	\$29,757,816	\$41,530,658	71.65%
SURPLUS / (DEFICIT)	(\$3,090,486)	(\$3,331,221)		\$3,223,991	(\$5,117,194)	
ENDING FUND BALANCE	\$36,689,244			\$39,672,501		



PPEL | Financial Summary

For the Period Ending May 31, 2021

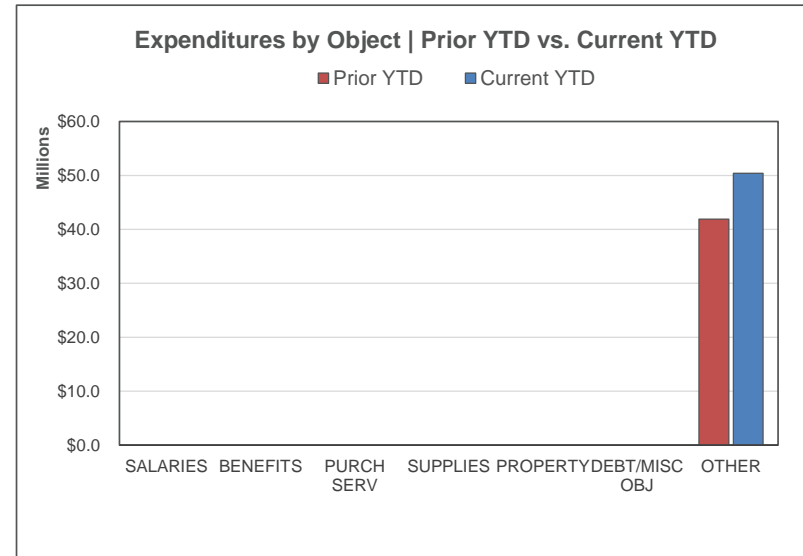
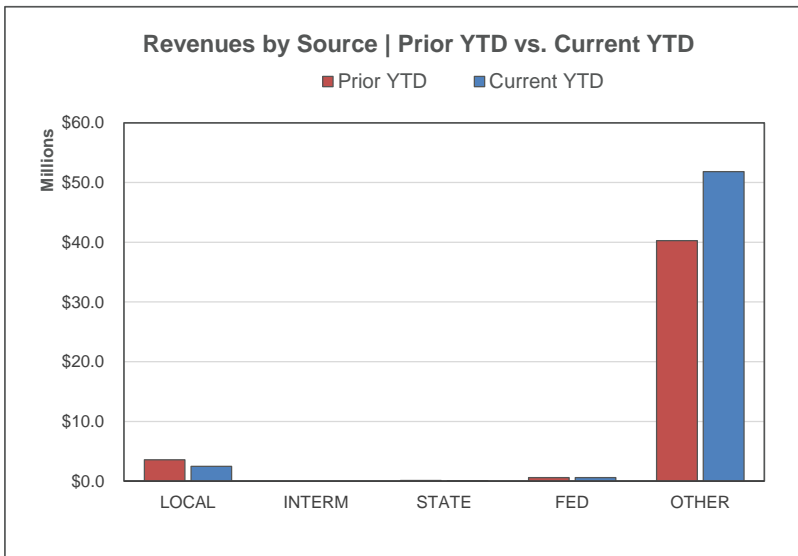
	YTD % of PY Actual			YTD % of Budget		
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$9,943,022	\$10,155,695	97.91%	\$10,615,734	\$11,290,894	94.02%
Intermediate	0	0		0	0	
State	288,986	288,986	100.00%	281,012	782,129	35.93%
Federal	0	0		0	0	
Other Financing Sources/Income Items	35,172	174,344	20.17%	916,546	565,350	162.12%
TOTAL REVENUE	\$10,267,180	\$10,619,025	96.69%	\$11,813,292	\$12,638,373	93.47%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	3,868,234	4,969,982	77.83%	5,481,769	14,304,337	38.32%
Supplies	12,531	15,650	80.07%	11,892	10,000	118.92%
Property	1,394,383	1,401,508	99.49%	1,083,888	1,181,190	91.76%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	1,769,857	1,989,117	88.98%	2,118,738	2,095,898	101.09%
TOTAL EXPENDITURES	\$7,045,003	\$8,376,257	84.11%	\$8,696,288	\$17,591,425	49.43%
SURPLUS / (DEFICIT)	\$3,222,177	\$2,242,769		\$3,117,003	(\$4,953,052)	
ENDING FUND BALANCE	\$12,957,785			\$15,095,380		



Debt Service | Financial Summary

For the Period Ending May 31, 2021

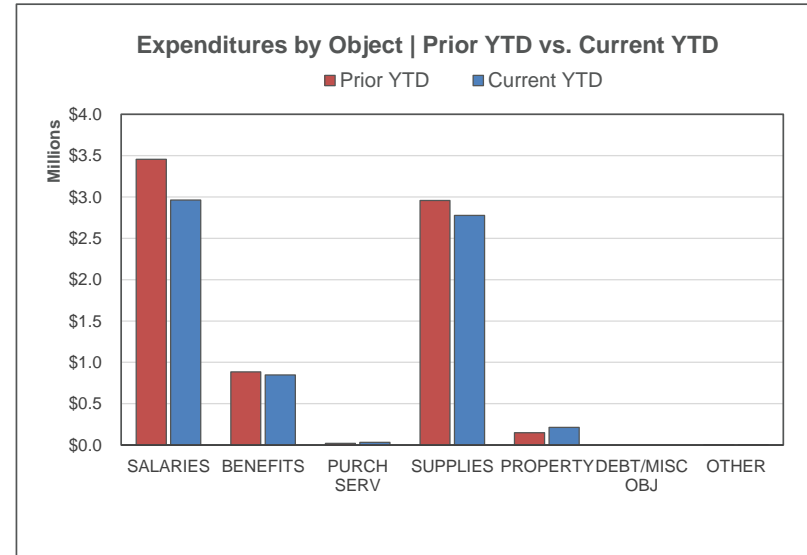
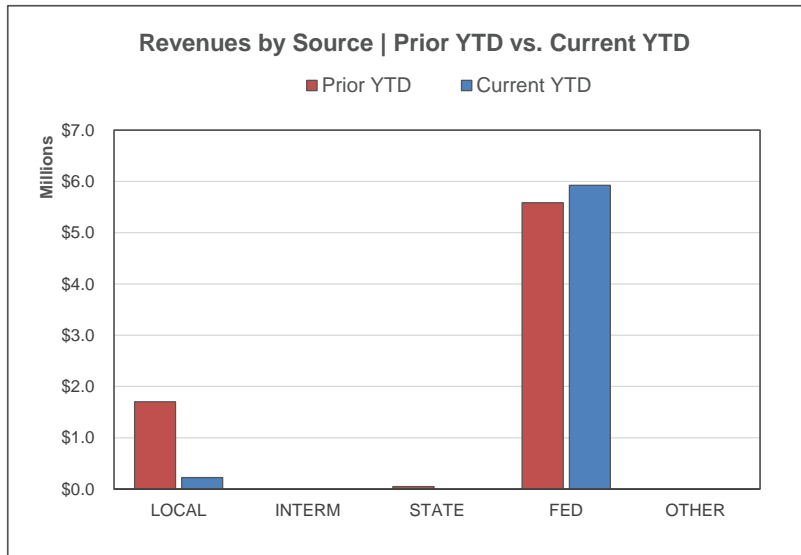
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$3,581,792	\$3,652,564	98.06%	\$2,463,625	\$2,480,468	99.32%
Intermediate	0	0		0	0	
State	95,917	95,917	100.00%	62,131	62,506	99.40%
Federal	583,002	583,002	100.00%	584,553	584,553	100.00%
Other Financing Sources/Income Items	40,260,864	41,493,766	97.03%	51,835,472	52,787,817	98.20%
TOTAL REVENUE	\$44,521,575	\$45,825,249	97.16%	\$54,945,781	\$55,915,344	98.27%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	0	0		0	0	
Supplies	0	0		0	0	
Property	0	0		0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	41,912,330	48,796,035	85.89%	50,406,777	56,057,242	89.92%
TOTAL EXPENDITURES	\$41,912,330	\$48,796,035	85.89%	\$50,406,777	\$56,057,242	89.92%
SURPLUS / (DEFICIT)	\$2,609,245	(\$2,970,785)		\$4,539,004	(\$141,898)	
ENDING FUND BALANCE	\$18,310,656			\$17,269,629		



School Nutrition | Financial Summary

For the Period Ending May 31, 2021

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$1,701,544	\$1,716,168	99.15%	\$225,536	\$243,097	92.78%
Intermediate	0	0		0	0	
State	49,338	75,258	65.56%	0	150	0.00%
Federal	5,585,213	7,137,796	78.25%	5,923,467	7,443,769	79.58%
Other Financing Sources/Income Items	0	1,010,193	0.00%	0	0	
TOTAL REVENUE	\$7,336,095	\$9,939,414	73.81%	\$6,149,004	\$7,687,016	79.99%
EXPENDITURES						
Salaries	\$3,454,999	\$3,639,768	94.92%	\$2,963,341	\$3,023,692	98.00%
Employee Benefits	885,268	694,292	127.51%	847,051	886,160	95.59%
Purchased Services	20,323	20,513	99.07%	32,202	14,786	217.79%
Supplies	2,957,402	3,895,836	75.91%	2,776,102	3,654,619	75.96%
Property	148,182	116,803	126.86%	214,244	339,601	63.09%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	1,094	1,365,574	0.08%	1,090	592,646	0.18%
TOTAL EXPENDITURES	\$7,467,267	\$9,732,786	76.72%	\$6,834,029	\$8,511,504	80.29%
SURPLUS / (DEFICIT)	(\$131,173)	\$206,628		(\$685,026)	(\$824,488)	
ENDING FUND BALANCE	\$1,549,458			\$1,202,233		

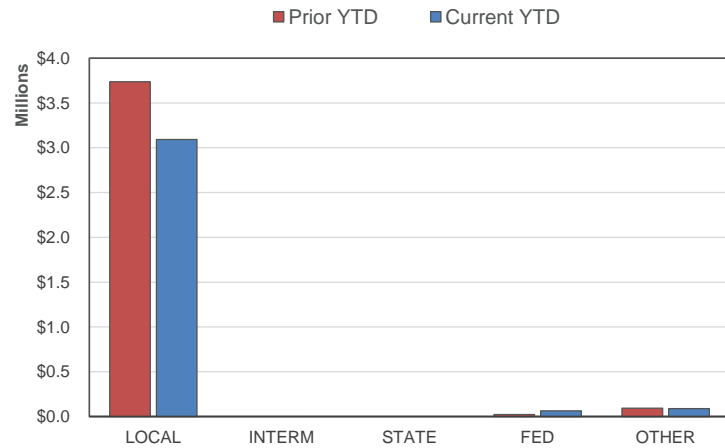


Other 60 Funds | Financial Summary

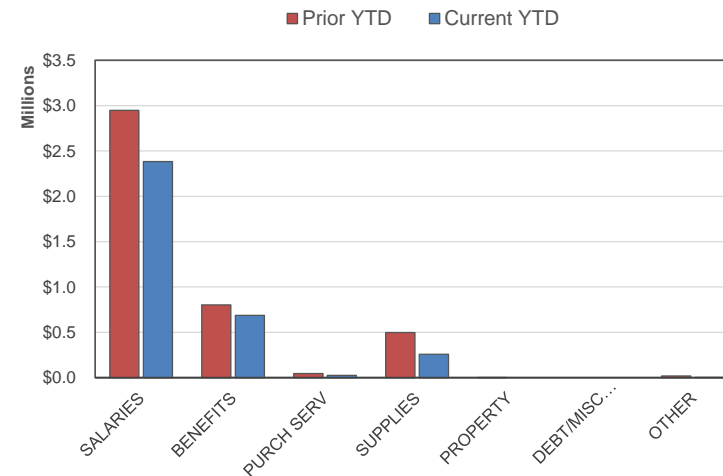
For the Period Ending May 31, 2021

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$3,735,786	\$4,097,596	91.17%	\$3,091,786	\$3,824,023	80.85%
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	21,815	24,786	88.01%	62,703	13,468	465.57%
Other Financing Sources/Income Items	93,468	622,634	15.01%	89,074	89,075	100.00%
TOTAL REVENUE	\$3,851,068	\$4,745,016	81.16%	\$3,243,563	\$3,926,566	82.61%
EXPENDITURES						
Salaries	\$2,947,603	\$3,219,417	91.56%	\$2,384,045	\$2,849,601	83.66%
Employee Benefits	801,282	736,559	108.79%	687,386	843,903	81.45%
Purchased Services	45,728	52,339	87.37%	25,530	27,333	93.40%
Supplies	496,527	535,510	92.72%	257,333	367,993	69.93%
Property	2,011	1,747	115.13%	0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	18,857	86,719	21.74%	3,325	4,000	83.13%
TOTAL EXPENDITURES	\$4,312,007	\$4,632,290	93.09%	\$3,357,619	\$4,092,830	82.04%
SURPLUS / (DEFICIT)	(\$460,939)	\$112,726		(\$114,056)	(\$166,264)	
ENDING FUND BALANCE	(\$1,409,963)			(\$950,354)		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD



CONSENT AGENDA

**BA-22-004/01 Statement of Receipts, Disbursements, and Cash Balances Report – May 2021
(David Nicholson)**

Exhibit: BA-22-004/01.1-2

Action Item

Pertinent Fact(s):

The Statement of Receipts, Disbursements, and Cash Balances Report is required by Chapter 291 of the Code of Iowa and by Board Regulation 703.2. Cash receipts for the month ended May 31, 2021 were \$34,432,297.63 and cash disbursements were \$55,966,751.80. The investment balance on May 31, 2021 was \$108,086,132.24. Interfund transfers for the month ended May 31, 2021 were \$1,566,218.77. Year to date interfund transfers were \$15,383,499.35.

Recommendation:

It is recommended that the Board of Education approve the Statement of Receipts, Disbursements, and Cash Balances Report for the month of May 2021.

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH BALANCES
MONTH ENDED MAY 31, 2021**

<u>CASH</u>	<u>BALANCE</u> <u>4/30/2021</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>BALANCE</u> <u>5/31/2021</u>
<u>General and Management Funds</u>				
10-General Fund	\$ 30,404,001.66	\$ 20,101,481.84	\$ 47,018,638.53	\$ 3,486,844.97
22-Management Fund	4,389,801.46	547,588.10	143,458.00	4,793,931.56
Total - General and Management Funds	34,793,803.12	20,649,069.94	47,162,096.53	8,280,776.53
<u>Student Activity Fund</u>				
21-Student Activity Fund	\$ 1,142,379.25	\$ 111,648.72	\$ 94,912.83	\$ 1,159,115.14
21-Cash on Hand	3,900.00	-	-	3,900.00
Total-Student Activity Fund	1,146,279.25	111,648.72	94,912.83	1,163,015.14
<u>Food & Nutrition Fund</u>				
61-Food & Nutrition Fund	1,260,825.20	983,182.00	901,293.16	1,342,714.04
61-Petty Cash	3,052.50	-	-	3,052.50
Total - Food & Nutrition Fund	1,263,877.70	983,182.00	901,293.16	1,345,766.54
<u>Daycare Funds</u>				
62-Five Seasons Daycare Fund	1,146,001.85	125,585.91	166,557.58	1,105,030.18
65-Rockwell Daycare Fund	284,023.49	196,947.36	195,819.97	285,150.88
65-Rockwell Daycare Petty Cash	200.00	-	-	200.00
Total - Daycare Fund	1,430,225.34	322,533.27	362,377.55	1,390,381.06
<u>Schoolhouse Funds</u>				
33-Secure Adv. Vision for Educ. (SAVE) Fund	1,031,765.83	8,142,645.25	3,261,832.52	5,912,578.56
36-Physical Plant & Equip (PPEL) Fund	3,690,671.90	842,726.28	602,494.92	3,930,903.26
40-Debt Service Fund	1,300,059.70	3,380,492.17	3,581,744.29	1,098,807.58
Total - Schoolhouse Funds	6,022,497.43	12,365,863.70	7,446,071.73	10,942,289.40
TOTAL CASH - ALL FUNDS	\$ 44,656,682.84	\$ 34,432,297.63	\$ 55,966,751.80	\$ 23,122,228.67

INVESTMENTS

RESTRICTED INVESTMENT FUNDS

Schoolhouse Fund-Held for Bond Payments

33-SAVE Fund - Sinking Funds/UMB	\$ 802,591.17	\$ 546,476.01	\$ -	\$ 1,349,067.18
40-Debt Service Fund - Sinking Funds/UMB	15,193,988.52	941,947.54	-	16,135,936.06
40-Debt Service Fund - Sinking Funds/USB	1,870,000.00	385,000.00	2,255,000.00	-
TOTAL RESTRICTED INVESTMENTS	\$ 17,866,579.69	\$ 1,873,423.55	\$ 2,255,000.00	\$ 17,485,003.24

UNRESTRICTED INVESTMENT FUNDS

	<u>BALANCE</u> <u>4/30/2021</u>	<u>PURCHASES</u>	<u>MATURITIES</u>	<u>BALANCE</u> <u>5/31/2021</u>
<u>General and Management Funds</u>				
10-General Fund	\$ 13,000,000.00	\$ 30,000,000.00	\$ -	\$ 43,000,000.00
10-General Fund CD's ISJIT	13,482,692.94	229.09	-	13,482,922.03
22-Management Fund	5,000,000.00	-	-	5,000,000.00
Total - General and Management Funds	31,482,692.94	30,000,229.09	-	61,482,922.03
<u>Student Activity Fund</u>				
21-Student Activity Fund	429,333.36	8.31	-	429,341.67
<u>Food & Nutrition</u>				
61-Food & Nutrition Fund	1,500,000.00	-	-	1,500,000.00
<u>Schoolhouse Funds</u>				
33-Secure Adv. Vision for Educ. (SAVE) Fund	33,138,524.95	458.13	-	33,138,983.08
36-Physical Plant & Equip (PPEL) Fund	11,500,000.00	-	-	11,500,000.00
40-Debt Service Fund	34,885.46	385,000.00	385,000.00	34,885.46
Total - Schoolhouse Funds	44,673,410.41	385,458.13	385,000.00	44,673,868.54
TOTAL UNRESTRICTED INVESTMENTS	\$ 78,085,436.71	\$ 30,385,695.53	\$ 385,000.00	\$ 108,086,132.24

<u>BALANCES</u>	<u>GENERAL</u> <u>FUND</u>	<u>STUDENT</u> <u>ACTIVITY FUND</u>	<u>FOOD &</u> <u>NUTRITION FUND</u>	<u>DAYCARE</u> <u>FUND</u>	<u>SCHOOLHOUSE</u> <u>FUND</u>	<u>ALL</u> <u>FUNDS</u>
Cash	\$ 8,280,776.53	\$ 1,163,015.14	\$ 1,345,766.54	\$ 1,390,381.06	\$ 10,942,289.40	\$ 23,122,228.67
Restricted Funds	-	-	-	-	17,485,003.24	17,485,003.24
Investments	61,482,922.03	429,341.67	1,500,000.00	-	44,673,868.54	108,086,132.24
Total	\$ 69,763,698.56	\$ 1,592,356.81	\$ 2,845,766.54	\$ 1,390,381.06	\$ 73,101,161.18	\$ 148,693,364.15

**Interfund Transfers
For the Month Ended May 31, 2021
and Year to Date**

		Summary			
		Month of May		Year to Date	
		Transfers In	Transfers Out	Transfers In	Transfers Out
Fund 10	General Fund	\$ 332,253.64	\$ 11,134.26	\$ 2,181,095.50	\$ 89,074.08
Fund 21	Student Activity Fund	-	-	-	315.00
Fund 22	Management Fund	-	43,032.30	-	135,142.00
Fund 33	SAVE Fund	281,086.58	1,222,830.87	2,142,029.49	12,859,259.37
Fund 36	PPEL Fund	-	289,221.34	-	2,118,738.30
Fund 40	Debt Fund	941,744.29	-	10,971,300.28	177,760.62
Fund 61	Food & Nutrition Fund	-	-	-	241.98
Fund 62	Day Care - 5 Seasons	11,134.26	-	89,074.08	-
Fund 65	Day Care - Rockwell Collins	-	-	-	2,968.00
	Total	<u>\$ 1,566,218.77</u>	<u>\$ 1,566,218.77</u>	<u>\$ 15,383,499.35</u>	<u>\$ 15,383,499.35</u>

CONSENT AGENDA

BA-22-005/01 Investments Report - May 2021 (David Nicholson)

Exhibit: BA-22-005/01.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of May 2021. Investments purchased during the month totaled \$30,385,695.53, and investments redeemed during the month totaled \$385,000.00. The current interest rate for US Bank is 0.02%, in comparison to 0.13 % at US Bank in May 2020. The interest rate for Iowa Schools Joint Investment Trust (ISJIT) for May 2021 was 0.02%, in comparison to 0.25% in May 2020.

INVESTMENTS - MAY 2021

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)	
<u>General fund</u>						
Invest	May 24, 2021		\$30,000,000.00	US Bank	\$30,000,000.00	-
Interest	May 31, 2021	\$	229.09	US Bank~ISJIT May'21 Int	229.09	-
Fund Total				<u>30,000,229.09</u>	<u>-</u>	
<u>Management Fund</u>						
N/A				-	-	
Fund Total				<u>-</u>	<u>-</u>	
<u>Student Activity Fund</u>						
Interest	May 31, 2021	\$	8.31	US Bank	8.31	-
Fund Total				<u>8.31</u>	<u>-</u>	
<u>Food & Nutrition Fund</u>						
N/A				-	-	
Fund Total				<u>-</u>	<u>-</u>	
<u>Secure an Advanced Vision for Education Fund (SAVE)</u>						
Invest	May 31, 2021		\$458.13	US Bank	\$458.13	-
Redeem				US Bank	-	-
Fund Total				<u>\$458.13</u>	<u>-</u>	
<u>Physical Plant & Equipment Fund (PEEL)</u>						
N/A				-	-	
Fund Total				<u>-</u>	<u>-</u>	
<u>Debt Services Fund</u>						
Redeem	May 1, 2021	\$	192,500.00	US Bank	-	192,500.00
Invest	May 20, 2021	\$	385,000.00	US Bank	385,000.00	-
Redeem	May 27, 2021	\$	192,500.00	US Bank	-	192,500.00
Fund Total				<u>385,000.00</u>	<u>385,000.00</u>	
<u>GRAND TOTAL</u>				<u>\$ 30,385,695.53</u>	<u>\$ 385,000.00</u>	

CONSENT AGENDA

BA-22-006/01 Food and Nutrition Report - May 2021 (David Nicholson)

Exhibit: BA-22-006/01.1-2

Action Item

Pertinent Fact(s):

The financial and participation report is for the month ending May 31, 2021

Recommendation:

It is recommended that the Board of Education approve the Food and Nutrition Report for the month ending May 31, 2021.

Cedar Rapids Community School District

School Nutrition Fund

For the Period Ending May 31, 2021

92% of Budget Year Elapsed

	School Nutrition Programs						YTD Total	Current Year Budget		
	Breakfast Program	Lunch Program	Summer Program	USDA Team Nutrition Fruit/Veg Grant	Non-Program	All Programs		Annual Budget	Current YTD % of Budget	Remaining Budget
Operating Revenue										
State and Federal Reimbursement	\$0	\$4,699	\$5,770,167	\$107,461	\$0	\$0	\$5,882,327	\$4,699,972	125.16%	(\$1,182,355)
Sale of Student Meals	0	0	0	0	0	0	0	0		0
Sale of Adult Meals	0	0	0	0	19,774	0	19,774	13,871	142.55%	(5,903)
Ala Carte Sales	0	0	0	0	13,100	0	13,100	6,429	203.77%	(6,671)
Special Program Sales	0	10,000	0	0	116,338	0	126,338	153,429	82.34%	27,091
Federal Commodities Received	0	0	0	0	0	0	0	0		0
Food Rebates	0	0	0	0	0	7,264	7,264	0		(7,264)
Other	0	0	0	0	0	99,140	99,140	41,190	240.69%	(57,950)
Total Operating Revenue	\$0	\$14,699	\$5,770,167	\$107,461	\$149,212	\$106,404	\$6,147,943	\$4,914,891	125.09%	(\$1,233,052)
Operating Expense										
Labor and Fringe Benefits	\$0	\$3,424,687	\$89,730	\$5,980	\$12,079	\$277,915	\$3,810,392	\$3,909,852	97.46%	\$99,460
Food	0	267	2,398,626	110,429	83,088	0	2,592,410	2,858,604	90.69%	266,194
Other Supplies	0	11,146	170,836	12,314	0	2,371	196,667	208,925	94.13%	12,258
Federal Commodities Consumed	0	0	0	0	0	0	0	0		0
Equipment Repair and Materials	0	0	0	0	0	81,856	81,856	141,140	58.00%	59,284
Custodial Services	0	0	0	0	0	0	0	0		0
Utilities	0	0	0	0	0	0	0	0		0
Indirect Costs	0	0	0	0	0	0	0	592,219	0.00%	592,219
Courier Services	0	0	0	0	0	0	0	0		0
Computer Equipment	0	0	0	0	0	242	242	0		(242)
Other	0	0	0	0	0	0	0	3,478	0.00%	3,478
Total Operating Expense	\$0	\$3,436,100	\$2,659,193	\$128,723	\$95,167	\$362,385	\$6,681,568	\$7,714,218	86.61%	\$1,032,650
Non-Operating Revenue (Expense)										
Administration Expense	\$0	\$0	\$0	\$0	\$0	(\$35,637)	(\$35,637)	(\$14,286)	249.45%	\$21,351
Interest Income	0	0	0	0	0	565	565	500	113.09%	(65)
POS Convenience Fees	0	0	0	0	0	474	474	818	57.95%	344
POS On-line Fees	0	0	0	0	0	0	0	0		0
Depreciation Expense	0	0	0	0	0	(116,803)	(116,803)	(120,000)	97.34%	(3,197)
Total Non-Operating Revenue (Expense)	\$0	\$0	\$0	\$0	\$0	(\$151,401)	(\$151,401)	(\$132,968)	113.86%	\$18,433
Unallocated Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Income (Loss) before Contributions & Transfers	\$0	(\$3,421,401)	\$3,110,974	(\$21,262)	\$54,045	(\$407,382)	(\$685,026)	(\$2,932,295)	23.36%	(\$2,247,269)
Capital Contributions										
Transfers In	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Transfers Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Change in Net Position	\$0	(\$3,421,401)	\$3,110,974	(\$21,262)	\$54,045	(\$407,382)	(\$685,026)	(\$2,932,295)	23.36%	(\$2,247,269)

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
FOOD AND NUTRITION FUND
PARTICIPATION May 31st, 2021

BA-21-006/9.1

Breakfast and Lunch		5/1/2021 Served 20 days			
Schools	Grab N		Grab N		Totals
	In house Breakfast	Go Breakfast	In house Lunches	Go Lunches	
Elementary Schools	81353	5548	90317	5547	182765
Middle Schools	21109	3781	34217	3781	62888
High Schools	3777	0	12195	0	15972
	106239	9329	136729	9328	261625

- The Grab N Go meal numbers above are reflective of the locations the meals are picked up, students can participate at any site.
- Students are not identified when they pick up meals.
- The 3 combined virtual sites are averaging approximately 500-600 meals daily.

Mar 2021 Totals	ADP	
Breakfast	115568	5778
Lunch	146057	7303
Total Breakfast and lunch	261625	

Updates & Highlights for May 2021

- GREAT NEWS! USDA extended FREE meals for all students through the 21-22 school year
- During the 21-22 school year we will serve under SSO (Seamless Summer Option)
- In response to the pandemic USDA allows school nutrition programs to operate under the Summer Feeding Program (SFSP).
- Under this program all students eat breakfast and lunch at no charge at all schools through the remainder of the school year.
- Schools are considered open sites which is defined as - any child age 18 or under can have a breakfast or lunch at no charge at that location.
- We currently have 3 virtual sites serving Grab N Go meals Johnson STEAM, Pierce, and Roosevelt RCCBA.
- Breakfast participation has increased due to serving breakfast in the classroom and recognizing breakfast is an essential part of the school day.
- Summer of 2021 Grab N Go sites will be Grant, Grant Wood, Johnson, Pierce, RCCBA - Roosevelt, Truman, Viola Gibson
- Summer meals will be offered to KCU Kids on Course University and daycare at various sites
- We have added 2 schools that have received FFVP funding the two new schools are Cleveland and Nixon
- The eleven schools that are operating FFVP grant are: Cleveland, Garfield, Grant Wood, Hiawatha, Hoover
- Johnson STEAM, Kenwood, Cedar River Academy, Nixon, Van Buren and Wright.
- Monitoring USDA waivers for meal program regulation flexibility.
- Continued evening meals when partner organizations were in session.

Current Open Grab N Go Sites - Johnson STEAM, Pierce, Roosevelt RCCBA

When universal waiver ends the CRCS D has 21 CEP schools. (Community Eligibility schools) All students each at no charge.

High Schools - Metro, Jefferson

Middle Schools - McKinley, Roosevelt, Wilson, Franklin

Elementary Schools - Arthur, Cleveland, Garfield, Grant, Grant Wood, Harrison, Hiawatha, Hoover, Johnson, Kenwood, Taylor, Wright

Van Buren, Wright, Polk Alternative

CONSENT AGENDA

BA-22-007/01 Unspent Balance Report – May 2021 (David Nicholson)

Exhibit: BA-22-007/01.1

Information Item

Pertinent Fact(s):

The Unspent Balance report is designed to inform the Board of Education on the status of the District's General Fund authorized reserves- the Unspent Balance. An analysis of staffing and all other budgetary changes that impact the Unspent Balance as of month ended May 2021 is summarized for your review.

**Cedar Rapids Community School District
General Fund Unspent Balance
May 31, 2021**

	September 30, 2020	May 31, 2021
	BASE MONTH	
	Actual	Actual to Date
	<u>FY2020</u>	<u>FY2021</u>
Regular Program District Cost	\$116,706,816	\$118,769,372
+ Regular Program Budget Adjustment	\$0	
+ Supplementary Weighting District Cost	\$2,343,693	\$2,130,780
+ Special Ed District Cost	\$17,347,576	\$17,712,611
+ Teacher Salary Supplement District Cost	\$9,854,093	\$10,018,722
+ Professional Development Suppl District Cost	\$1,161,470	\$1,179,774
+ Early Intervention Supplement District Cost	\$1,267,490	\$1,287,455
Teacher Leadership Supplement District Cost (Line 4.46)	\$5,652,647	\$5,744,508
+ AEA Special Ed Support	\$5,865,074	\$5,963,341
+ AEA Special Ed Support Adjustment	\$0	
+ AEA Media Services	\$1,064,674	\$1,080,540
+ AEA Educational Services	\$1,169,607	\$1,187,279
+ AEA Sharing District Cost	\$0	
+ AEA Teacher Salary Suppl District Cost	\$550,247	\$560,606
+ AEA Professional Dev Suppl District Cost	\$64,104	\$65,259
+ SBRC Modified Suppl Amt Dropout Prev	\$5,713,206	\$5,796,916
+ SBRC Allowable Growth Other #1	\$1,790,064	\$1,800,000
+ SBRC Allowable Growth Other #2	\$1,970,198	\$1,970,198
+ Special Ed Deficit Modified Suppl Amt	\$12,246,812	\$13,000,000
- Special Ed Positive Balance Reduction	\$0	
- AEA Special Ed Positive Balance	\$0	
+ Allowance for Construction Projects	\$0	
- Unspent Allowance for Construction	\$0	
+ Enrollment Audit Adjustment	-\$24,654	\$37,977
- AEA Prorata Reduction	\$846,317	\$846,317
= Maximum District Cost	\$183,896,800	\$187,459,021
+ Preschool Foundation Aid	\$2,315,120	\$2,554,900
+ Instructional Support Authority	\$8,517,264	\$8,636,909
+ Ed Improvement Authority	\$0	
+ Other Miscellaneous Income	\$26,040,177	\$27,801,601
+ Unspent Auth Budget - Previous Year	\$17,055,710	\$18,033,219
+ GAAP Conversion Hold Harmless	\$0	\$0
= Maximum Authorized Budget	\$237,825,071	\$244,485,650
- Expenditures	\$219,791,852	\$235,094,813
= Unspent Authorized Budget (UAB)	\$18,033,219	\$9,390,837
+ Estimated Unspent Program Reserves	\$0	\$10,000,000
= "Revised" Unspent Authorized Budget (UAB)	\$18,033,219	\$21,853,044

OPERATING DAYS RESERVES: 29.95 30.11 34.79

General Fund: Employee Full Time Equivalent Status

Employee Category	Original Budgeted FTE's	Base FTE's	FTE's
	FY2020-21	May 31, 2021	Difference
Object 101-Paraprofessional Employees	370.16	341.29	-28.88
Object 111-Officials/Administrative Personnel	46.00	46.00	0.00
Object 115-Administrative Assistant Personnel	20.00	20.00	0.00
Object 121-Educational Professional Employees	1,312.98	1,301.64	-11.34
Object 131-Other Professional Employees	134.25	126.25	-8.00
Object 138-Nurse Employees	20.90	21.40	0.50
Object 141-Technical Employees	72.78	70.38	-2.40
Object 151-Office & Clerical Employees	153.13	155.56	2.44
Object 161-Crafts & Trade Employees	32.80	31.80	-1.00
Object 165-Specialist/Supervisor Crafts & Trade Employees	6.00	6.00	0.00
Object 171-Transportation Driver Employees	84.10	81.73	-2.38
Object 181-Groundkeeper Employees	5.00	5.00	0.00
Object 191-Custodial Engineer/Service Worker Employees	45.50	45.00	-0.50
Object 195-Custodial/Service/Guard/Bus Monitor Employees	150.25	129.49	-20.76
Total FTE's	2,453.84	2,381.53	-72.31

CONSENT AGENDA

BA-22-008/01 Open Enrollment - Denial 2021-2022 School Year (John Rice)

Exhibit: BA-22-008/01.1

Action Item

Pertinent Fact(s):

1. Section 256.7(5), Chapter 17, of the Iowa Code "Open Enrollment," allows parents/guardian to enroll their children/child in a school district other than the resident district of the custodial parent/guardian. In order for parents/guardians to exercise this option, their request must be submitted by March 1 of the year preceding open enrollment. For kindergarten children the deadline for submitting an application for open enrollment is September 1 of the current school year.
2. Applications filed after the deadline will not be approved unless the reason for late filing qualifies for "good cause"; "good cause" means a change in the status of a child's resident district for any of the following reasons:
 - A. Family moved to a new district of residence
 - B. Change in the marital status of the student's parents resulting in new resident district
 - C. Placement of the student into foster care resulting in new resident district
 - D. Adoption resulting in new resident district
 - E. Participation in a foreign exchange program
 - F. Participation in a substance abuse or mental health treatment program resulting in new resident district
 - G. Failure of negotiations for reorganization or rejection of proposed reorganization plan*
 - H. Failure of negotiations for whole grade sharing or rejection of whole grade sharing agreement*
 - I. Loss of accreditation or revocation of a charter school contract*

*If "good cause" is related to change in status of child's resident district, the open enrollment request must be filed within **45** days of last board action or within **30** days of certification of an election, whichever is applicable.

3. Request may be denied if:
 - A. The student has been suspended or expelled by a district and has not been reinstated as a student in that district
 - B. Insufficient classroom space exists
 - C. Minority/non-minority pupil ratios would be adversely affected
 - D. An appropriate instructional program is not available
 - E. The applicant missed the prescribed deadline and the request does not qualify for "good cause"
4. If the denial is based on a desegregation plan and/or any other reasons, it may be appealed to the Linn County District Court and cannot be appealed to the State Board of Education. An appeal must be postmarked within 30 days of the Board decision.

Recommendation:

It is recommended that the Board of Education approve the Open Enrollment-Denial of the student(s) commencing with the 2021-2022 School Year.

Board Meeting: Monday, July 12, 2021

**OPEN ENROLLMENT DENIALS
2021-2022 SCHOOL YEAR**

EXIT Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
S. Burnett	J. Burnett	12	Cedar Rapids Community School District	Alburnett Community School District
Reason: Application filed late				
T. Kalavessis	Z. Bruce	1	Cedar Rapids Community School District	Linn Mar Community School District
Reason: Application filed late				
S. Kozelsky	E. Kozelsky	6	Cedar Rapids Community School District	Mt. Vernon Community School District
Reason: Application filed late				

**TOTALS: 1 Alburnett CSD
1 Linn Mar CSD
1 Mt. Vernon CSD**

CONSENT AGENDA

BA-22-009/01 Personnel Report (Linda Noggle)

Exhibit: BA-22-009/01.1-8

Action Item Roll Call

Recommendation:

It is recommended that the Board of Education approve the Personnel Report.

BA-22-009/01 Personnel Report (Linda Noggle)

APPOINTMENTS - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Albers, Jasmine	\$46,000.00	Language Arts Jefferson	2021-2022 School Year
Burke, Kartrina	\$3,656.00	Volleyball Franklin	2021-2022 School Year
Breuer, Nicholas	\$3,412.00	MS Football Wilson	2021-2022 School Year
Breuer, Nicholas	\$3,168.00	MN Basketball MS Wilson	2021-2022 School Year
Breuer, Nicholas	\$3,168.00	MN Track MS Wilson	2021-2022 School Year
Burke, Kartrina	\$3,656.00	WM Basketball MS Franklin	2021-2022 School Year
Christensen, Austin	\$3,168.00	MN Basketball McKinley	2021-2022 School Year
Claassen, Grace	\$46,000.00	Alternative Kindergarten West Willow	2021-2022 School Year
Clark, Brandi	\$48,100.00	Art Wilson	2021-2022 School Year
Derlein, Chad	\$3,168.00	WM Swim MS Harding	2021-2022 School Year
Divis, Ethan	\$46,000.00	Social Studies Kennedy	2021-2022 School Year
Eivins, Jared	\$3,168.00	MN Track MS Wilson	2021-2022 School Year
Fontenot, Elizabeth	\$46,000 (prorated)	Music (0.8375 FTE) Kenwood	2021-2022 School Year
Glenn-Angell, Samuel	\$46,000.00	Strat II (BD) Washington	2021-2022 School Year

Grant, Amber	\$57,950.00	Science Roosevelt	2021-2022 School Year
Guy, Willie	\$3,900.00	MS Football McKinley	2021-2022 School Year
Hefel, Jillian	\$48,100.00	Band Roosevelt	2021-2022 School Year
Henderson, Danielle	\$46,000.00	3rd Grade Hiawatha	2021-2022 School Year
Hlubek, Vicki	\$3,168.00	Cross Country MS (CoEd) Wilson	2021-2022 School Year
Hlubek, Vicki	\$3,168.00	WM Track MS Wilson	2021-2022 School Year
Hocking, Ryan	\$3,168.00	WM Basketball Wilson	2021-2022 School Year
Khaliq, Khalifa	\$55,050.00	Elementary Classroom CRA	2021-2022 School Year
Lord, Diana	\$60,450.00	Media Specialist Harrison/Hiawatha/N ixon	2021-2022 School Year
Mallicoat, Craig	\$3,412.00	MS Football Harding	2021-2022 School Year
McGarvey, Laura	\$57,400.00	Art Jefferson	2021-2022 School Year
O'Brien, Matthew	\$53,750 (prorated)	Social Studies (0.825 FTE) Kennedy	2021-2022 School Year
Phillips, Ryan	\$3,412.00	MS Football Wilson	2021-2022 School Year
Richmond, Hannah	\$52,850.00	Counselor Franklin	2021-2022 School Year
Robertson, Nathan	\$60,450.00	4th or 5th Grade Cleveland	2021-2022 School Year
Rosenthal, Randi	\$46,000.00	Strat II (Autism) Harding	2021-2022 School Year

Shelton, Ian	\$3,168.00	MN Basketball Taft	2021-2022 School Year
Stanek, Patrick	\$3,168.00	MN Tennis MS Taft	2021-2022 School Year
Stanek, Patrick	\$3,168.00	WM Basketball MS Wilson	2021-2022 School Year
Witmer, Jordan	\$66,550.00	Science Kennedy	2021-2022 School Year

CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Hanson, Barbara	\$65,000.00	CCT Specialist ELSC	7/1/2021
Kooiker, Nicole	\$196,925.00	Deputy Superintendent ELSC	7/1/2021
Schlabach, Monica	\$45,343.00	Engagement Specialist Madison	7/1/2021

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Anderson, Leigh	Personal	Media Specialist Cleveland/Viola Gibson	6/23/2021
Bennett, Satin	Personal	Title I Johnson	6/22/2021
Bergert, Rachel	Personal	Alternative Kindergarten West Willow	6/15/2021
Boeckenstedt, Katie	Personal	4th Grade Cleveland	6/30/2021
Burke, Katrina	Personal	WM Basketball Wilson	6/25/2021
Burke, Katrina	Personal	Volleyball Wilson	6/25/2021

Christenson, Morgan	Personal	2nd Grade Truman	6/24/2021
Clark, Kyle	Personal	Wrestling Kennedy	5/20/2021
Cole, Adam	Personal	Math Roosevelt	6/17/2021
Derrick, Erika	Personal	Behavior Disorder Washington	6/21/2021
Derrick, Erika	Personal	Student Government Washington	6/21/2021
Feilmeier-Marzen, Melissa	Personal	Social Studies Kennedy	6/10/2021
Flatley, Anna	Personal	3rd Grade CRA	6/8/2021
Gardner, Charles Jr.	Personal	Industrial Technology Jefferson	6/15/2021
Hammel, Emily	Personal	Physical Education Truman	6/14/2021
Hettinger, Ashley	Personal	4th Grade Madison	6/30/2021
McCue, Nicole	Personal	WM Track Asst. Jefferson	6/7/2021
Meeker, Kayla	Personal	Blended Learning Nixon	6/9/2021
Mutyala, Jessalyn	Personal	Language Arts Franklin	6/30/2021
Norton, Josie	Personal	Webmaster Kenwood	6/9/2021
Park, James	Personal	WM Track Asst Kennedy	6/9/2021
Richardson, Elizabeth	Personal	Early Learning CRA	6/17/2021

Rittmiller, Abbie	Personal	Language Arts Kennedy	6/30/2021
Schneider, Ellen	Personal	ELL Washington	6/21/2021
Verge, Douglas	Personal	Social Studies Roosevelt	7/1/2021
Wacker, Jared	Personal	Band Asst Kennedy	6/7/2021
Waldrop Stormy	Personal	Poms / Dance Kennedy	5/20/2021
Werling, Eric	Personal	School Security & Crisis Response Supervisor ELSC	7/29/2021
Wickett, Ben	Personal	Science Roosevelt	6/9/2021

RETIREMENT - SALARIED STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Rimmer, Kimberly		Health Services Pro. Spec. ELSC	6/30/2021
Smith, Ronda		Teacher Hiawatha	06/16/2021

NON-RENEWAL OF CONTRACT- SALARIED STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Eastman, Stacie		Debate/Speech Washington	6/15/2021
Guy, Willie		WM Basketball Asst Jefferson	6/21/2021
Guy, Willie		Football Asst Jefferson	6/21/2021
Hocking, Ryan		MN Basketball MS Wilson	6/21/2021

Jamison, Caleb	MS Wrestling Roosevelt	6/21/2021
LHeureux, Kira	Baseball Assistant Kennedy	6/15/2021
Marden, Shaun	Volleyball Assistant Washington	6/21/2021
Meier, Madison	Volleyball Assistant Kennedy	6/15/2021
Nekvinda, Jody	MS Drama Roosevelt	6/21/2021
Nie, Janisse	WM Swim Asst Kennedy	6/23/2021
Rittmiller, Abbie	Debate/Speech Washington	6/15/2021
Schult, Alexander	Debate/Speech Washington	6/15/2021
Sparboe, Benjamin	Yearbook Metro	6/25/2021
Stanek, Patrick	MS Football Wilson	6/21/2021
Vis, Ashley	MN Basketball Assistant Kennedy	6/15/2021
White, Jared	Baseball Assistant Kennedy	8/1/2021
Woods, Graham	Baseball Assistant Kennedy	8/1/2021

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
DeVine, Tory	\$18.88	Transportation Driver ELSC	8/23/2021
Ferring, Jack	\$12.28	Crossing Guard Johnson	8/23/2021

Foxhoven, Eileen	\$15.27	Health Secretary Erskine	08/18/2021
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CHANGE OF GRADE / POSITION - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Behrens, Steve	\$20.74	Auto Mechanic ELSC	6/21/2021
Carter, Suzanne	\$18.59	Managers Secretary Transportation	7/1/2021
Clark, Alivia	\$19.30	Behavior Technician Harrison	7/1/2021
Hartman, Emily	\$16.04	Principal Secretary Taft	7/1/2021
Hogg, Kathryn	\$16.01	Media Secretary Taylor	7//2021
Mahabir, Kristi	\$17.14	Van Driver ELSC	8/23/2021
Melsh, Marly	\$16.54	Principal Secretary Viola Gibson	7/1/2021
Pappas, Dylon	\$19.30	Behavior Technician Truman	7/1/2021
Sarchett, Carrie	\$14.69	Paraprofessional Hoover	7/1/2021
Schakel, Mollie	\$18.88	Transportation Driver ELSC	7/1/2021
Simmen, Jennifer	\$14.22	Paraprofessional Erskine	8/20/2021
Wright, Christina	\$12.77	Paraprofessional Washington	7/1/2021

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
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Baldwin, Kimberley	Personal	Paraprofessional Nixon	7/1/2021
Christensen, Elizabeth	Personal	Custodian Tayor	6/24/2021
Hynek, Dalton	Personal	Paraprofessional Kenwood	06/01/2021
McCue, Nicole	Personal	Attendance Secretary Jefferson	06/07/2021
Steele, Elizabeth	Personal	Child Care Assistant 5 Season's Day Care/Coolidge	06/25/2021
Zahradnik, Karla	Personal	Media Secretary Grant Wood	6/25/2021

RETIREMENTS - HOURLY STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Abraham, Jeanete		Paraprofessional Erskine	6/23/2021
Waters, Norma (correction from 6/14/2021)		Paraprofessional Grant	6/4/2021
Williams, Sarah		ELS Secretary ELSC Transportation	8/31/2021

SHORT TERM CONTRACTS

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Fischels, Bridget	\$5,130.00	KCU Teacher Cleveland	6/14/2021
Luerkens, Megan	\$5,130.00	KCU Teacher Cleveland	6/14/2021

CONSENT AGENDA

BA-22-012/01 Policy Manual – Approval – Policies 103 “*Annual Notice of Non-Discrimination*” 104 “*Continuous Notice of Non-Discrimination*”, 608 “*Weapons*”, 609 “*Student Publications*”, 612 “*Anti-Bullying/Harassment*”, and Proposed Policy 709 “*Municipal Securities Disclosure*” (Noreen Bush/Laurel Day)

Exhibit: BA-22-012/01.1-7

Action Item

Pertinent Fact(s):

1. The Board of Education reviews all policies, regulations, and procedures at least once every five years.
2. Board approval is required for all policies. The agenda item includes policies that were presented to the Board at a prior meeting. Administrative regulations and procedures do not require Board approval.

Recommendation:

It is recommended that the Board of Education approve Policies 103 “*Annual Notice of Non-Discrimination*” 104 “*Continuous Notice of Non-Discrimination*”, 608 “*Weapons*”, 609 “*Student Publications*”, 612 “*Anti-Bullying/Harassment*”, and Proposed Policy 709 “*Municipal Securities Disclosure*” of the District Policy Manual as recommended by the Superintendent.

ANNUAL NOTICE OF NON-DISCRIMINATION

The District offers career and technical programs in the following areas of study:

- Agricultural, Food, and Natural Resources
- Arts, Communications, and Information Systems
- Applied sciences, technology, engineering, and manufacturing, including transportation, distribution, logistics, architecture, and construction.
- Health Sciences
- Human Services, including law, public safety, corrections, security, government, public administration, and education and training.
- Business, Finance, Marketing and Management.

The District and the Board will not discriminate in educational programs on the basis of race, creed, color, gender, sexual orientation, marital status, gender identity, socioeconomic status, national origin, religion, disability, age (except for permitting/prohibiting students to engage in certain activities) or genetic information.

The District and the Board will not discriminate in employment opportunities on the basis of age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information.

Any person having inquiries concerning the District's compliance with federal and/or state non-discrimination law is directed to contact:

Student inquiries or grievances related to this policy may be directed to **Nicole Kooiker, Deputy Superintendent** ~~and Red Dooley, Executive Director of Equity~~, and/or Linda Noggle, Executive Director of Talent Management, Educational Leadership & Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA, (319) 558-2000; to the Director of the Iowa Civil Rights Commission, 400 East 14th Street, Des Moines, Iowa 50319-1004, 1-800-457-4416; to the Office for Civil Rights Chicago Office, United States Department of Education, Citigroup Center, 500 W. Madison Street, Suite 1475, Chicago, Illinois 60661-4544, (312) 730-1560; or to the Equal Employment Opportunity Commission Chicago Office, 500 W. Madison Street, Suite 2000, Chicago, Illinois 60661, 1-800-669-4000. Inquiries may also be directed to the Director, Iowa Department of Education, Grimes State Office Building, 400 East 14th Street, Des Moines, Iowa 50319-0146.

These individuals have been designated by the District to coordinate the District's efforts to comply with federal and/or state non-discrimination laws.

CONTINUOUS NOTICE OF NON-DISCRIMINATION

The District and the Board will not discriminate in educational programs on the basis of race, creed, color, gender, sexual orientation, marital status, gender identity, socioeconomic status, national origin, religion, disability, age (except for permitting/prohibiting students to engage in certain activities) or genetic information.

The District and the Board will not discriminate in employment opportunities on the basis of age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information.

There is a grievance procedure for processing complaints of discrimination. Any person having inquiries concerning the District's compliance with federal and/or state non-discrimination law is directed to contact:

Student inquiries or grievances related to this policy may be directed to **Nicole Kooiker, Deputy Superintendent** ~~and Dooley, Executive Director of Equity~~, and/or Linda Noggle, Executive Director of Talent Management, Educational Leadership & Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA, (319) 558-2000; to the Director of the Iowa Civil Rights Commission, 400 East 14th Street, Des Moines, Iowa 50319-1004, 1-800-457-4416; to the Office for Civil Rights Chicago Office, United States Department of Education, Citigroup Center, 500 W. Madison Street, Suite 1475, Chicago, Illinois 60661-4544, (312) 730-1560; or to the Equal Employment Opportunity Commission Chicago Office, 500 W. Madison Street, Suite 2000, Chicago, Illinois 60661, 1-800-669-4000. Inquiries may also be directed to the Director, Iowa Department of Education, Grimes State Office Building, 400 East 14th Street, Des Moines, Iowa 50319-0146.

These individuals have been designated by the District to coordinate the District's efforts to comply with federal and/or state non-discrimination laws.

Approved: 10-23-17

WEAPONS

The Board of Education believes ~~weapons, firearms, other weapons, other dangerous objects, and look-a-like weapons, other dangerous objects, and any instrument used as a weapon~~ on District property, *property within the jurisdiction of the District* or at school-sponsored activities cause material and substantial disruption to the school environment and present a threat to the health and safety of students, employees, and visitors. ~~Firearms, Weapons, look-a-like weapons, other dangerous objects, and any instrument used as a weapon~~ *Firearms, Weapons, look-a-like weapons, other dangerous objects, and any instrument used as a weapon* are prohibited on District property, *property within the jurisdiction of the District*, and at school-sponsored activities.

Any object which could be used to injure or threaten another person and which has no school-related purpose may be considered a weapon. This includes specifically, but is not limited to, firearms of all types, knives of all types, fireworks, metal pipes, metal knuckles, and explosives. The term “firearm” includes, but is not limited to, any weapon which is designed to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, any explosive, incendiary or poison gas, or otherwise defined by applicable law. An object that serves as a facsimile of a weapon may be considered a weapon in the enforcement of this policy. An object that has a school-related purpose but is used to threaten or inflict injury may also be considered a weapon.

Weapons, *look-a-like weapons, other dangerous objects, and an instrument used as a weapon* shall be confiscated from persons who bring them onto District property, *property within the jurisdiction of the District* or to school-sponsored activities.

The parents/guardians of a student shall be notified if a student is found in possession of a weapon, *look-a-like weapon, other dangerous object or any instrument used as a weapon* or is responsible for bringing a weapon, *look-a-like weapons, other dangerous object or any instrument used as a weapon* onto District property, *property within the jurisdiction of the District* or to school-sponsored activities. Possession or confiscation of ~~Weapons, look-a-like weapons, other dangerous objects or any instrument used as a weapon~~ or dangerous objects will be reported to law enforcement officials. The student will be subject to disciplinary action including suspension or expulsion.

A student bringing a firearm onto District property, *property within the jurisdiction of the District* or to a school-sponsored activity, or knowingly possessing a firearm on District property, *property within the jurisdiction of the District* or at a school-sponsored activity shall be expelled for not less than one year and the student will be referred to law enforcement authorities. However, the Superintendent shall have the authority to recommend this expulsion requirement be modified on a case-by-case basis. *For purposes of this policy, the term “firearm” includes, but is not limited to, any weapon which is designed to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, or any explosive, incendiary or poison gas.*

For purposes of this policy, the term “dangerous object” includes any instrument or device designed primarily for use in inflicting death or injury upon a human being or animal, and which is capable of inflicting death upon a human being when used in the manner for which it was designed. The term “dangerous object” also includes any instrument or device of any sort whatsoever which is actually used in such a manner as to indicate that the individual intends to inflict death or injury upon another human being, and which, when so used, is capable of inflicting death upon a human being.

In addition, dangerous objects or any instrument used as a weapon in the District includes any object used to intimidate, coerce, scare or threaten a student, District employee or visitor. Dangerous objects include, but are not limited to, clubs, nunchakus, brass knuckles, knives regardless of blade length, stun guns, BB and pellet guns, and toy guns used or displayed as real guns.

Weapons under the control of law enforcement officials shall be exempt from this policy. The appropriate administrator ~~Superintendent/designee~~ *Superintendent/designee* may allow authorized persons to display weapons, *look-a-like weapons, unloaded firearms, or other dangerous objects* for educational purposes. *Such a display shall also be exempt from this policy.*

Legal Reference: 18 U.S.C. § 921.

~~McClain v. Lafayette County Bd. of Education, 673 F.2d 106 (5th Cir. 1982).~~

Iowa Code §§ 279.8; 280.21B; 724

281 I.A.C. 12.3(6)

Approved: 12-11-95
Reviewed: 07-15-96
Revised: 01-25-99
12-11-06
12-10-12
12-12-16

No Recommended Revisions Policy 609

STUDENT PUBLICATIONS

Student publications are vital and necessary tools of education to be utilized in teaching students the purposes and functions of mass media in a democratic society. The implications and provisions of the First Amendment to the Constitution regarding freedom of the press and speech are inherent in these purposes and functions.

Students may produce official school publications as part of the curriculum under the supervision of a faculty advisor and the principal. An "official school publication" is a student publication, including print or electronic media, produced in curricular or co-curricular journalism or journalism-related activities under the sponsorship of the District and made available to students and community.

Official school publications are free from prior restraints by school officials except as provided by law. An editorial board composed of participating students under the supervision of the publication's adviser(s) shall be responsible for the content of official student publications. The editorial board shall be guided by the Code of Iowa. A faculty advisor will supervise student writers to maintain professional standards of English and journalism and to comply with the law, including but not limited to, the restrictions against unlawful speech. The production of official school publications is guided by the law and by the ethical standards adopted by professional association or societies of journalism.

Student expression in official school publications is not an expression of official school policy. The District, the Board, and employees or officials of the District are not liable in any civil or criminal action for any student expression made or published by students, unless the school employees or officials have interfered with or altered the content of the student's speech or expression, and then only to the extent of the interference or alteration of that speech or expression.

The District encourages the resolution of complaints arising from the application of this policy through an appeal process. Persons, other than students, who believe they have been aggrieved by student expression in a student-produced official school publication will follow the grievance procedures outlined in Board Policy. Students who believe their freedom of expression in a student-produced official school publication has been restricted will follow the grievance procedures outlined in Board Policy.

Legal Reference: Code of Iowa §§ 280.22

Approved: 6-22-98
Reviewed: 11-09-98
Revised: 07-16-12
01-09-17

No Recommended Revisions Policy 612

ANTI-BULLYING/HARASSMENT

Harassment and bullying of students and employees are against federal, state, and local policy and are not tolerated by the Cedar Rapids Community School District. The District is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. Policies, regulations, procedures, and practices that are designed to reduce and eliminate bullying and harassment and to deal with incidents of bullying and harassment are in place. Bullying and harassment of students by other students, by school employees, and by volunteers who have direct contact with students will not be tolerated in the school or District.

The District prohibits harassment, bullying, hazing, or any other victimization of students, based on any of the following: actual or perceived traits or characteristics, including but not limited to, age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status. Harassment against employees based upon the employee's, race, color, creed, sex, sexual orientation, gender identity, national origin, religion, age, or disability is also prohibited.

This policy is in effect while students or employees are on property within the jurisdiction of the District; while on/in a school-owned or school-operated vehicle; while attending or engaged in school-sponsored activities; and while away from school grounds if bullying, hazing, or any other victimization of students directly affects the good order, efficient management, and welfare of the school or District.

If, after an investigation, a student is found to be in violation of this policy, the student may be disciplined by appropriate measures, which may include suspension or expulsion. If after an investigation a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures, which may include termination. If, after an investigation, a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures which may include exclusion from school grounds. A "volunteer" is an individual who has regular, significant contact with students.

Cross Reference: 506.6a

Legal References: 20 U.S.C. §§ 1221-1234i
29 U.S.C. § 794
42 U.S.C. §§ 2000d-2000d-7
42 U.S.C. §§ 12001 et. seq.
Code of Iowa §§ 280.28
Code of Iowa §§ 216.9; 280.3
281 I.A.C. 12.3(6).
Morse v. Frederick, 127 S.Ct. 2618

Approved: 08-13-12
Revised: 02-25-13
10-24-16

Proposed Policy 709

MUNICIPAL SECURITIES DISCLOSURE

The Cedar Rapids Community School District (the “Issuer”) has issued, and may issue in the future, publicly offered municipal securities which are bonds, notes and/or other publicly offered obligations, referred to herein as “Bonds”. Publicly-offered Bonds are municipal securities sold via the public market, through a broker-dealer known as an “underwriter”. The Issuer adopts the policies and procedures set forth herein (collectively, the “Disclosure Policy”) to guide the Issuer’s actions with respect to (1) the disclosure document (often referred to as the “official statement”) for the Bonds and (2) ongoing disclosure requirements associated with such Bonds (also known as “continuing disclosure”).

Background

The anti-fraud provisions of federal securities laws apply to municipal securities such as the Issuer’s Bonds. The U.S. Securities and Exchange Commission (the “SEC”) can bring enforcement actions against the Issuer, members of its governing body, government employees and officials, and professionals working on the bond transaction. This Disclosure Policy is designed to provide the necessary policy framework and accompanying procedures for compliance by the Issuer with its disclosure responsibilities.

When Bonds are issued and publicly offered, an official statement will be prepared on behalf of the Issuer. The official statement is the disclosure document that sets forth the terms associated with the Bonds, and this document will be used to market and sell the Issuer’s Bonds.¹ In addition, for transactions larger than \$1 million in size that include an official statement, the Issuer enters into a continuing disclosure certificate, agreement or undertaking (the “CDC”). The CDC is a contractual obligation of the Issuer, pursuant to which the Issuer agrees to provide certain financial information filings (at least annually) and material event notices to the public. The CDC is necessary to allow the bond underwriters comply with SEC Rule 15c2-12. As noted below, filings under the CDC must be made electronically at the Electronic Municipal Market Access portal (www.emma.msrb.org).

Accordingly, this Policy addresses the following three aspects of disclosure: (1) preparation and approval of official statements in connection with new Bonds; (2) on-going continuing disclosure requirements under a CDC; and (3) education of staff and elected officials with respect to disclosure matters.

Primary (New) Offerings of Bonds – Official Statements of the Issuer

In connection with issuance of its publicly-offered Bonds, the Issuer will prepare (or cause its hired professionals to prepare) an official statement in order to market the Bonds to investors. This official statement is the document that describes the issuance of the Bonds to the marketplace and as such, under federal law, the official statement cannot contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

To help ensure the Issuer’s official statements are properly prepared and reviewed, the Issuer adopts the procedures set forth in [Appendix I](#) hereto.

Continuing Disclosure Compliance (CDC Compliance)

The Issuer has entered into, or may in the future enter into, CDCs in connection with its bond issues. Under these contractual agreements, the Issuer agrees to provide to the marketplace certain financial information and notices of material events. The Issuer will file, or cause to be filed, necessary items under the CDCs in a searchable electronic format at the Electronic Municipal Market Access (EMMA) portal (www.emma.msrb.org).

To help ensure compliance with its contractual continuing disclosure obligations, the Issuer adopts the procedures set forth in [Appendix II](#) hereto.

¹ Under federal law issuers of municipal securities are primarily responsible for the content of their disclosure documents (the official statement), regardless of who prepared the document. An issuer does not discharge its disclosure obligations by hiring professionals to prepare the official statement. An issuer has “an affirmative obligation” to know the contents of its official statement, including the financial statements. Finally, executing an official statement without first reading the official statement to ascertain whether it is accurate may be reckless (the basis for certain anti-fraud causes of action by the SEC).

Proposed Policy 709
Page 2

Systematic Training of Staff and Governing Body Members

In addition to the specific procedures adopted under this Disclosure Policy, the Issuer understands that on-going training of both necessary staff and members of the governing body is essential to successful compliance with the Issuer's disclosure obligations. Accordingly, the Issuer has implemented the following training procedures (which may be implemented with the assistance of counsel to the Issuer):

A. Annual Training. Necessary Issuer employees are required to attend annual training (provided by either internal or external trainers) regarding disclosure and financial reporting requirements of the federal securities laws. Such training shall include an overview of this Disclosure Policy, Rule 15c2-12 and the material events required to be reported pursuant to such Rule, and the Issuer's obligations under the federal securities laws. The Issuer's Executive Director of Business Services is appointed as the person responsible for compliance with this policy, referred to herein as the "CD Compliance Officer." The CD Compliance Officer is responsible for coordinating the annual training, and not later than six months after the end of each fiscal year, the CD Compliance Officer shall provide written confirmation to the Board of Directors that the annual disclosure training has been completed.

B. Specific Training. When appropriate, the CD Compliance Officer shall conduct (or cause to be conducted) training with individuals on those persons' specific roles and responsibilities in the disclosure and financial reporting process.

C. Governing Body Training. The members of the Issuer's governing body shall receive training on this Disclosure Policy and the disclosure and financial reporting requirements of the federal securities laws (1) prior to the approval of an official statement or (2) in conjunction with the annual report to the governing body or (3) in conjunction with any other training or work session of the governing body. The CD Compliance Officer is responsible for coordinating this training.

Approved:

CONSENT AGENDA

BA-22-013 Resolution – School Board Election – November 2, 2021 (Laurel Day)

Exhibit: BA-22-013.1

Action Item

Pertinent Fact(s):

1. Iowa Code requires the Board of Education to approve a Resolution calling for a Regular School Board Election on Tuesday, November 2, 2021.
2. Upon approval of such Resolution by the Board of Directors, authorization will be submitted to the Linn County Commissioner of Elections to schedule the election.
3. Petitions and affidavits for candidacy for Board of Directors seats may be filed with the Secretary of the School Board no earlier than Monday, August 23, 2021, and no later than 5:00 pm Thursday, September 16, 2021.

Recommendation:

It is recommended that the Board of Education approve the Resolution calling for the Regular School Board Election for Tuesday, November 2, 2021.

**RESOLUTION
REGULAR SCHOOL ELECTION – 2021**

WHEREAS, the code of Iowa provides regular school elections shall be held biennial on the first Tuesday in November in each school corporation for the purpose of submitting to the voters thereof any matters authorized by law.

SECTION 1. That a regular school election is scheduled by law to be held in and for the Cedar Rapids Community School District, in the county of Linn, state of Iowa, on the 2nd day of November, 2021, at which there shall be submitted to the voters of said district the following to-wit:

SUBSECTION A. For the election of (1) School Director to be elected for District Two. Said election shall be for a term of four (4) years to succeed the member whose term expires at the organization of the Board of Directors at the first regular meeting immediately following the election and shall hold office for the term for which elected and until a successor is elected or appointed and qualified.

SUBSECTION B. For the election of (1) School Director to be elected for District Three. Said election shall be for a term of four (4) years to succeed the member whose term expires at the organization of the Board of Directors at the first regular meeting immediately following the election and shall hold office for the term for which elected and until a successor is elected or appointed and qualified.

SUBSECTION C. For the election of (1) School Director to be elected for At Large. Said election shall be for a term of four (4) years to succeed the member whose term expires at the organization of the Board of Directors at the first regular meeting immediately following the election and shall hold office for the term for which elected and until successors are elected or appointed and qualified.

SECTION 2. That for said election all applicable provisions of the laws of Iowa, pertaining to elections and school elections shall become a part of this resolution as though set forth fully herein.

SECTION 3. That at the first regular meeting after the regular school election, November 15, 2021, the Board of Directors of the Cedar Rapids Community School District shall convene in the Board Room of the Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, Iowa, in said school district for the purpose of the organizational meeting of the school board.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

Dated: _____

CONSENT AGENDA

BA-22-014 **Approval – Cedar Rapids Metro Economic Alliance Membership –
2021-2022 School Year (Noreen Bush)**

Exhibit: BA-22-014.1

Action Item

Pertinent Fact(s):

The Cedar Rapids Metro Economic Alliance serves nearly 1,200-member businesses through core functions of business support, economic development & workforce, community development, and public policy. The on-going partnership assists CRCSD with opportunities for our students as well as connecting with our Human Resources Department in recruitment and development.

Recommendation:

It is recommended that the Board of Education approve the Cedar Rapids Metro Economic Alliance Membership for the 2021-2022 School Year.

CONSENT AGENDA

BA-22-015 **Agreements – Cedar Rapids Community School District** and CommonLit, Curriculum Associates, EVERFI, Iowa Jobs for America’s Graduates, PBIS Rewards, Transfinder, The Academy and Workplace Learning – **Data Sharing & Use – 2021-2022 School Year (Craig Barnum)**

Exhibit: BA-22-015.1-39

Action Item

Pertinent Fact(s):

The Board is asked to consider the approval of on-going Data Sharing Agreements for Cedar Rapids Community Schools to provide the following:

1. **CommonLit** - pertinent data for the purposes of providing a free collection of reading passages in all literary and nonfiction genres for students.
2. **Curriculum Associates** – pertinent data to provide Elementary and Middle School Benchmark Reading and Math Assessments.
3. **EVERFI** – pertinent data to provide EVERFI’s curriculum through the District’s SSO provider. Curriculum includes but is not limited to: Financial Literacy and Prescription Drug Safety.
4. **Iowa Jobs for America’s Graduates (iJAG)** -pertinent data to assist iJAG in their mission of and success in mentoring students who are at the highest risk of disengaging or dropping out of school.
5. **PBIS Rewards** – pertinent data to continue use of the PBIS Rewards system. This tool is used as a student recognition tracking tool that supports Cedar River Academy at Taylor’s magnet school sustainability theme of going paperless.
6. **Transfinder** – pertinent data to route and bus students to and from school.
7. **The Academy** - The purpose of this data is to support The Academy in serving students of color through meaningful mentor relationships, summer programming to enhance academic success, teaching social/emotional skills to successfully navigate high school, and developing future-ready learners.
8. **Workplace Learning** – to assure proper supports/staff awareness are in place when students request work-based learning services.

Recommendation:

It is recommended that the Board of Education approve the Data Sharing Agreements between the Cedar Rapids Community School District and CommonLit, Curriculum Associates, EVERFI, iJAG, PBIS Rewards, Transfinder, The Academy, and Workplace Learning for the 2021-2022 School Year.

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and CommonLit, Inc. (Recipient), having as its principal place of business 660 Pennsylvania Ave SE Suite 302 Washington, DC for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2022.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** Free digital reading and writing lessons for grades 3-12, plus supplemental school and district resources, and research and development for the continued improvement of lessons and services.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Data will be retrieved from our Student information System (Infinite Campus) through Clever Rostering and Single Sign On system. Data information will be as follows below for all Schools grades 3 through 12: District, Student Last Name, Student First Name, Student School, Grade, SIS_ID, Student Number, Email
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
 - Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data.

- Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
- Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
- Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Bryn Bogan, bryn@commonlit.org

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
 - Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
 - Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its

discovery.

- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2022.

VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

- a. The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Agnes Malatinszky security@commonlit.org CommonLit 660 Pennsylvania Ave SE Washington, D.C.</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____
Agnes Malatinszky, COO

Date: **6/28/2021**

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Curriculum Associates, LLC (Recipient), having as its principal place of business at 153 Rangeway Road, North Billerica, MA 01862 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2022.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of this Agreement is to supply data that will enable Recipient to provide Elementary and Middle School Benchmark Reading and Math Assessments.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - School, Student Number, First and Last Name, Grade, i-Ready username and password (once created), DOB, Race/Ethnicity, Hispanic Indicator, Gender, ELL, IEP Status, RTI Level, Gifted Status
 - Restricted Data excludes De-Identified Data, which refers to data generated from student usage of i-Ready from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students.
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make a written request to return or destroy aforementioned Restricted Data at any future date, with the exception of backups, which are automatically deleted over time in accordance with Recipients data retention and destruction policies.
- c. Free and reduced lunch data will be provided to Recipient only in aggregate (in sizes larger than 10) upon request.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
- Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under the School Official Exception. For the avoidance of doubt, under FERPA, Recipient may use De-identified Data for product development, product functionality and research purposes.
 - Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
 - Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
 - Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
 - Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Dow Hardy, CIO

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the written request of the Provider and will attest in writing to such return or destruction within that time, with the exception of backups, which are automatically deleted over time in accordance with Recipient's data retention and destruction policies. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the written request of the District. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data, with the exception of backups, which are automatically deleted over time in accordance with Recipient's data retention and destruction policies.
- d. **Physical Data**
- Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
- Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to reimburse Provider for the reasonable costs associated with making breach notifications.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2022.

VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request in writing that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, with the exception of backups as noted above, will be either returned to Provider or destroyed as requested within thirty (30) days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party, except in connection with the sale of all or substantially all of the outstanding assets or equity of the Recipient. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

- a. The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>For planning services: Kyle Nelson c/o Curriculum Associates, LLC 153 Rangeway Road North Billerica, MA 01862 For Legal notice: Jill Bradford, Vice President and General Counsel 153 Rangeway Road North Billerica, MA 01862</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENT:

Curriculum Associates, LLC

By: Robert Waldron
Robert Waldron, Chief Executive Officer

Date: 5/19/21

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and EVERFI, Inc. (Recipient), having as its principal place of business 2300 N Street NW, Suite 500, Washington, DC 20037 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2022.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** Provide access to EVERFI's curriculum through the District's SSO provider. Curriculum includes but is not limited to: Financial Literacy and Prescription Drug Safety.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - 1st-12th Grade Student Data: first name, last name, student number, email address, school, grade, section, teacher name, teacher subject, DOB, Clever ID
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).
- c. Data will be shared through Clever.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
 - Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.

- Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
- Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Diana Bravo, dbravo@everfi.com

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
 - Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
 - Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.

- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2022.

VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

- a. The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>EVERFI, Inc. C/O Diana Bravo 2300 N Street N.W. Suite 500 Washington, DC 20037</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: June 14, 2021

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Iowa Jobs for America's Graduates – iJAG – (Recipient), having as its principal place of business 1111 9th Street, Suite 268, Des Moines, Iowa 50314 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2022.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** iJAG will be using Restricted Data to assist in their mission of and success in mentoring students who are at the highest risk of disengaging or dropping out of schools. The program is designed to provide these selected students with the motivation and skills needed to succeed in higher education and the workforce.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - iJAG student participant data: Student Name, Student Number, School, Grade Level, Attendance data, Office referrals, Credits earned, In progress grades, Schedules
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).
- c. All Restricted Data pertains to students participating in the iJAG program. However, aggregate data will be supplied on a demographically similar subset of non-iJAG students upon request. This group will serve as a comparison group.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School

Official Exception.

- Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
- Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
- Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Michael Johnson

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
 - Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
 - Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was

transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.

- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2022.

VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

- a. The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

<u>PROVIDER:</u>	<u>RECIPIENTS:</u>
Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	Michael Johnson, iJAG Program Manager Iowa Jobs for America's Graduates (iJAG) 1111 9th Street, Suite 268 Des Moines IA 50314

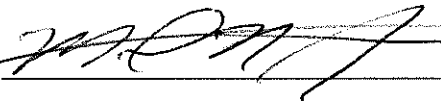
PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: 5/27/2021

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Motivating Systems, LLC dba PBIS Rewards (Recipient), having as its principal place of business 223 NW 2nd St. STE 300, Evansville, IN 47708 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2022.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of sharing this data will be to continue usage of the PBIS Rewards system. This tool is used as a student recognition tracking.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Cedar River Academy at Taylor and Nixon Elementary student data:
 - Name (last and first), ID (student number), Gender, Grade
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).
- c. The above data will be maintained in the PBIS Rewards system on any child who was active at Cedar River Academy at Taylor and Nixon Elementary at any point in the 2021-22 school year.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
 - Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.

- Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
- Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Chandra Tucker

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
 - Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
 - Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.

- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2022.

VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

- a. The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

<u>PROVIDER:</u> Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<u>RECIPIENTS:</u> PBIS Rewards 223 NW 2nd St. STE 300 Evansville, IN 47708
---	--

PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: 6/2/2021

**CONFIDENTIALITY AND
DATA SECURITY AND PRIVACY
STANDARDS AGREEMENT**

THIS AGREEMENT (hereinafter the “Agreement”) is made by and between **Transfinder Corporation** (hereinafter “TRANSFINDER”), having its principal place of business at 440 State Street, Schenectady NY, and Cedar Rapids Community School (hereinafter “SCHOOL DISTRICT”), with offices at 2500 Edgewood Rd NW, Cedar Rapids, IA 52405. TRANSFINDER and SCHOOL DISTRICT are collectively referred to herein as “the Parties.”

WHEREAS, TRANSFINDER has agreed to provide SCHOOL DISTRICT with certain software and/or software-related services (hereinafter “Services”) according to a contract dated 5 / 26 / 2021 (hereinafter the “Service Agreement”);

WHEREAS, in order to provide the Services described in the Service Agreement, SCHOOL DISTRICT may provide, and TRANSFINDER may receive, store or process data that is covered by federal statutes, including, but not limited to, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. 6501-6506, and the Protection of Pupil Rights Amendment (“PPRA”) at 20 U.S.C. 1232h;

WHEREAS, the data provided by SCHOOL DISTRICT, and received, stored or processed by TRANSFINDER, may also be subject to state student privacy laws.

WHEREAS, the Parties desire to fulfill their respective obligations under all applicable federal laws and state laws with respect to such data.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. DEFINITIONS

- 1.1 Data. Data shall include, but is not limited to, the following: student data, educational records, employee data, metadata, user content, and any and all non-public personal data and information provided by the SCHOOL DISTRICT. Data also specifically includes all personally identifiable information in education records, directory data, and other non-public information.
- 1.2 De-identified information. De-identified information (hereinafter “DII”) is Data subjected to a process by which any PII (as defined below) is removed or obscured in a way that eliminates the risk of disclosure of the identity of the individual or information about them, and cannot be reasonably re-identified.
- 1.3 Personally identifiable information. Personally identifiable information (hereinafter “PII”) means a student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- 1.4 Security Breach. Security breach means an event in which PII has been the subject of unauthorized disclosure, access, alteration, or use by a Third Party, as confirmed by Transfinder, due to a violation of this Agreement by TRANSFINDER.
- 1.5 Student. Student means any person attending or seeking to enroll in an educational program offered by the agency the SCHOOL DISTRICT.
- 1.6 Student data. Student data means PII from student records of the SCHOOL DISTRICT.
- 1.7 Third party. Third party means a person or entity other than TRANSFINDER, an authorized employee of the SCHOOL DISTRICT, or a student, parent or

guardian of a student, or other person or entity designated by such student, parent or guardian, authorized to receive data relating to such student.

2. DATA OWNERSHIP AND USE

2.1 Ownership of Data. All data transmitted to TRANSFINDER by the SCHOOL DISTRICT pursuant to the Service Agreement is and will continue to be the property of and under the control of SCHOOL DISTRICT. TRANSFINDER further acknowledges and agrees that all copies of such data transmitted to TRANSFINDER, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Data as provided by SCHOOL DISTRICT shall remain the sole and exclusive property of the SCHOOL DISTRICT.

2.2 TRANSFINDER Materials. TRANSFINDER retains all rights, title and interest in and to any and all intellectual property associated with the Services it provides, including but not limited to, TRANSFINDER's software, materials, tools, forms, documentation, and training and implementation materials (hereinafter the "TRANSFINDER Materials"). TRANSFINDER grants to SCHOOL DISTRICT a personal, nonexclusive license as set forth in the Service Agreement to use the TRANSFINDER Materials for its own non-commercial, incidental use.

2.3 Use of Data. Data provided to TRANSFINDER shall be used exclusively in or in support of TRANSFINDER's Services and/or applications. DII may be used by TRANSFINDER only for the purposes of development, product improvement, to demonstrate market product effectiveness, or research as any other member of the public or party would be able to use DII pursuant to 34 CFR 99.31(b). TRANSFINDER agrees not to attempt to re-identify DII and not to transfer DII to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to SCHOOL DISTRICT who has provided prior written consent for such transfer. TRANSFINDER shall not copy,

reproduce, or transmit any DII or other Data obtained under the Service Agreement except as necessary to fulfill the Service Agreement.

- 2.4** Data Accuracy/Correction Practices. SCHOOL DISTRICT shall specify to TRANSFINDER the names of school administrators and transportation personnel who shall be granted write access to TRANSFINDER's applications and said individuals may correct inaccurate student data within TRANSFINDER's software. TRANSFINDER, its employees, and/or agents will not make corrections to Data unless instructed, in writing, to do so by SCHOOL DISTRICT. TRANSFINDER its employees, and/or agents shall have no responsibility, obligation or liability for accuracy of the Data.

3. DATA SECURITY AND PRIVACY

- 3.1** Authorized Use. TRANSFINDER shall use Data only for the purpose of providing the Services set forth in the Service Agreement and will not undertake any unauthorized use of the Data (as set forth herein) or share Data with or disclose it to any Third Party without the prior written consent of SCHOOL DISTRICT, except as required by law or to fulfill its duties and obligations under the Service Agreement.

- (a) Unauthorized Use. Unauthorized use specifically includes, but is not limited to, the following: selling or disclosing data for marketing or commercial purposes, as those terms are defined under the implementing regulations, or permitting, facilitating, or disclosing such information to a Third Party for marketing or commercial purposes, as those terms are defined under the implementing regulations.
- (b) Parent Access. SCHOOL DISTRICT shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review data on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of Services. In the event that a parent of a pupil or other individual contacts the TRANSFINDER to review

any of the Data provided to or created by TRANSFINDER pursuant to the Service Agreement, TRANSFINDER shall refer the parent or individual to SCHOOL DISTRICT, who will follow the necessary and proper procedures regarding the requested information.

- (c) Subcontractors. TRANSFINDER shall enter into written agreements with all Subcontractors performing functions pursuant to the Service Agreement, such that the Subcontractors agree to protect Data in a manner the same as or better than as provided pursuant to the terms of this Agreement. Subcontractors shall agree to the provisions of this Agreement regarding governing law, venue, and jurisdiction.

3.2 Security. TRANSFINDER acknowledges that it may receive and/or come into contact with PII from records maintained by SCHOOL DISTRICT.

TRANSFINDER understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that PII is safeguarded in accordance with applicable laws and regulations. TRANSFINDER understands and agrees that it is responsible for complying with all relevant federal and state data security and privacy standards for all PII from education records, and it shall:

- (a) limit internal access to PII to those individuals that are determined to have legitimate educational interests;
- (b) not use the PII any purposes other than those explicitly authorized in this Agreement and the Service Agreement;
- (c) except for authorized representatives of a third-party contractor to the extent necessary to carry out the contract, not disclose any PII to any Third Party:
 - (i) without the prior written consent of the parent, guardian or eligible student; or
 - (ii) unless required by statute, agency or court order and the party provides notice of the disclosure to the SCHOOL DISTRICT,

department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

- (d) store PII in electronic storage devices under its control and maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of PII in its custody;
- (e) use encryption technology to protect student data while in motion or in its custody from unauthorized disclosure using technology, safeguards, and practices that align with National Institute of Standards and Technology Cyber Security Framework Version 1.1; and
- (f) impose all the terms of this Agreement in writing where TRANSFINDER engages a subcontractor or other party to perform any of its contractual obligations which provides access to PII.

3.3 Privacy. The Parties acknowledge and agree that all information provided or obtained in connection with the Services under the Service Agreement and that is covered by this Agreement is, which is not available to the public or which has not been disclosed to the public or a Third Party without restrictions on its disclosure, shall be deemed confidential information. The Parties further agree that such confidential information shall not be used, published, discussed, disclosed, or communicated, directly or indirectly, with any Third Party, except as provided for in this Agreement or the Service Agreement.

3.4 Compliance. The Parties agree to comply with all applicable laws and industry standards as these laws and standards apply to the Services in the Service Agreement. Specifically:

- (a) TRANSFINDER agrees that:
 - (i) confidentiality of all PII shall be maintained in accordance with any applicable state and federal laws and regulations pertaining to data

- privacy and security, which may include FERPA, COPPA, PPRA, as well as all other applicable state laws and regulations; and
- (ii) its officers, employees, agents, and/or assignees who have access to PII have received or will receive training on applicable federal and state law governing confidentiality of such data prior to receiving access to PII.
- (b) SCHOOL DISTRICT agrees that:
- (iii) Data shall be provided for the purposes of the Service Agreement in compliance with applicable state and federal laws and regulations pertaining to data privacy and security, including but not limited to, FERPA, COPPA, PPRA, and the regulations promulgated thereunder, and all other applicable state laws and regulations; and
 - (iv) it shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services and Data.

4. BREACH AND LIABILITY

4.1 Breach. When TRANSFINDER becomes aware of a Security Breach concerning any PII received or created pursuant to the Service Agreement and covered by this Agreement, TRANSFINDER shall provide written notification to SCHOOL DISTRICT within seventy-two (72) hours and advise it as to the nature of the breach and steps TRANSFINDER has taken, is taking, or will take to minimize said Security Breach. If the incident involves criminal intent, then TRANSFINDER will follow direction from the law enforcement agencies properly investigating the case. TRANSFINDER further agrees to the following:

- (a) The Security Breach notification to SCHOOL DISTRICT shall be written in plain language, and address the following:
 - (i) a list of the types of PII that were or are reasonably believed to have been the subject of a Security Breach; and

- (ii) a description of the circumstances surrounding the Security Breach, including the actual, or estimated, time and date of the breach, and whether the notification was delayed as a result of a law enforcement investigation.

4.2 Liability. In the event TRANSFINDER violates this Agreement or any applicable provision of federal or state laws or regulations Transfinder's total liability related to this Agreement or unauthorized disclosure of PII shall not exceed the amount of money received by Transfinder under the Service Agreement within the twelve months prior to any Security Breach or unauthorized disclosure of PII. Transfinder shall not be liable for any consequential, indirect, penal, special or incidental damages under any provision of this Agreement or for any unauthorized use or disclosure of Data.

5. TERM, TERMINATION, AND GOVERNING LAW

5.1 Term. The Parties shall be bound by this Agreement for the duration of the Service Agreement or so long as TRANSFINDER maintains possession, custody and control of any Data provided by SCHOOL DISTRICT. Notwithstanding the foregoing, the Parties agree to be bound by the terms and obligations of this Agreement for no less than three (3) years.

5.2 Termination. In the event either party seeks to terminate this Agreement, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated.

- (a) In the event this Agreement is terminated, all Data obtained in connection with the Services provided pursuant to the Service Agreement shall be retained for no longer than six (6) months and thereafter shall be destroyed.
- (b) Destruction of Data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning, certified/witnessed destruction of physical materials, and verified erasure of magnetic media

using approved methods of electronic file destruction. The Parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement until all Data has been securely destroyed.

5.3 Governing Law, Venue, and Jurisdiction. The Parties agree that this Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. Each Party consents and submits to the sole and exclusive jurisdiction of the state and federal courts sitting in New York for any dispute arising out of or relating to this Agreement. Any litigation or claim brought by a Party relating in any way to this Agreement may be brought only in the Supreme Court of the State of New York for the County of Schenectady or in the United States District Court for the Northern District of New York.

6. MISCELLANEOUS

6.1 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter herein and supersedes all prior communications, representations, or agreements, oral or written, by the Parties. This Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or in any specific instance, and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege. This Agreement is binding upon, and is for the benefit of, the Parties and their successors and assigns.

6.2 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this

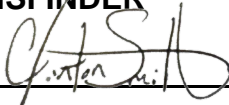
Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

6.3 Waiver. Waiver by any party to this Agreement of any breach of any provision of this Agreement or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this Agreement shall not operate as a waiver of such right. All rights and remedies provided for in this Agreement are cumulative. Nothing in this Agreement shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of SCHOOL DISTRICT, its trustees, officers, employees, and agents as a result of the execution of this Agreement or performance of the functions or obligations described herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

TRANSFINDER

By: 

Date: 5/26/2021

Printed Name: Clinton Smith

Title: Director of Support Services

Address for Notice Purposes:
440 State Street, Schenectady NY 12305

SCHOOL DISTRICT

By: _____

Date: _____

Printed Name: _____

Title: _____

Address for Notice Purposes:

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and The Academy for Scholastic and Personal Success (The Academy SPS) (Recipient), having as its principal place of business PO Box 2842 Cedar Rapids, IA 52406 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2022.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District’s annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of this data is to support The Academy in serving students of color through meaningful mentor relationships, summer programming to enhance academic success, teaching social/emotional skills to successfully navigate high school, and developing future-ready learners.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - The following data will be shared for students participating in the program.
 - Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status
 - Attendance Data: Attendance in the form of days missed and days attended
 - Discipline Data: Major Referrals and Suspensions
 - SEB Data: SEB Data collected by the District
 - Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP), as applicable.
 - All other district comparison data will be shared only at the aggregate level.
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
- Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
 - Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
 - Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
 - Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
 - Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Dr. Ruth White

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
- Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
- Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2022.

VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

- a. The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Dr. Ruth White Executive Director The Academy for Scholastic and Personal Success PO Box 2842 Cedar Rapids, IA 52406 (319) 389-4644 retwhite@aol.com</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

RECIPIENTS:

By: _



Executive Director

Date: __5/20/21_____

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Workplace Learning Connection/Kirkwood Community College (Recipient), having as its principal place of business 6301 Kirkwood Blvd. SW, Cedar Rapids, Iowa 52404 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2022.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** Recipient will use student data to assure proper supports/staff awareness are in place when students request work-based learning services.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - **Student Data:** last name, first name, IEP status, Section 504 status
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
 - Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
 - Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to

identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.

- Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Laurie Worden and WLC staff via the Workplace Learning Connection portal

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
 - Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
 - Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written

notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2022.

VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

- a. The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Workplace Learning Connection/Kirkwood Community College C/O Laurie Worden 6301 Kirkwood Blvd. SW Cedar Rapids, IA 52404</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By: 

Date: 5/20/21

CONSENT AGENDA

BA-22-016 **Agreement – Cedar Rapids Community School District and Cedar Rapids Opera Theatre – 2021-2022 School Year (John Rice)**

Exhibit: BA-22-016.1-7

Action Item

Pertinent Fact(s):

1. The Cedar Rapids Opera Theatre (CROT) provides for the enrichment of District curriculum and providing additional arts opportunities through a (virtual) visiting arts in schools and a children’s opera performance.
2. CROT will provide professional performers, stage director, and musical director for visits in participating elementary schools to present the Young Artists School Outreach program opera.
3. The District agrees to provide financial resources to help defray cost of the Young Artists School Outreach program school performance.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District with the Cedar Rapids Opera Theatre for the 2021-2022 School Year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **25th day of May, 2021**, by and between the Cedar Rapids Community School District (the “District”) and the **Cedar Rapids Opera Theatre**. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide **reinforcement and enrichment of the CRCSD music curriculum by providing additional arts opportunities through visiting artists and the children’s opera performance** through the coordination of resources and other joint and cooperative action between the District and **Cedar Rapids Opera Theatre** to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2021 to July 31, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Cedar Rapids Opera Theatre agrees to the following:

A. Type/Location of Services

Visiting Artists in Schools

- 1. Cedar Rapids Opera Theatre will provide professional performers, stage director, and musical director for visits in participating CRCSD elementary schools (maximum of 10) to present the Young Artists School Outreach program opera, John Davies’ Goldie.B.Locks and the Three Bears. Performances will take place at the following elementary schools in January, 2022: Arthur, Coolidge, Erskine, Garfield, Grant, Hiawatha, Hoover, Jackson, Kenwood Leadership Academy (make-up from 2020 if possible), Truman, and Viola Gibson**
- 2. Cedar Rapids Opera Theatre will provide a teacher guide, consistent with CRCSD curriculum, for student preparation/follow-up to all participating schools.**
- 3. Cedar Rapids Opera Theatre will develop a schedule with individual building principals/designee and provide a courtesy copy to CRCSD Curriculum Office (c/o Julie Meyer) for Director of Instructional Services and Music Facilitator.**

Cedar Rapids Opera Theatre will not provide services to buildings other than those identified in a formal agreement without prior written approval of a District Administrator.

- B. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior).
- C. Delivery of instruction and performances will take place in person. In the event that health restrictions do not allow for that format, delivery may take place virtually.
- D. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
- E. Submit bi-annual invoices in conjunction with outcomes reports in January and June.

The DISTRICT agrees to the following:

A. Visiting Artists in Schools

- 1. **CRCSD will provide pre-performance rehearsal and performance space and equipment (note: full size/tuned piano) as appropriate/requested**
- 2. **CRCSD music facilitator will facilitate distribution of the related teacher guide, consistent with CRCSD curriculum, for student preparation/follow-up to all participating schools**

- B. Ensure each Building Administrator works collaboratively with **Cedar Rapids Opera Theatre** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- C. Execute a Data Sharing Agreement, identifying required output and outcome measures, and develop a reporting mechanism for monthly and bi-annual data reports.
- D. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.
- E. *Disburse funding in payment within 30 days of receipt of an invoice.*

CROT to CRCSD

- 1. There are no negotiated payments from CROT to CRCSD

CRCSD to CROT

- 1. Negotiated package: CRCSD will pay CROT \$2,000 to help defray cost of the Young Artists School Outreach program school performances
- 2. CROT will invoice the CRCSD, prior to December 30, 2021

Invoice to be sent to:
Cedar Rapids Community School District
Attention: Julie Meyer
2500 Edgewood Road NW
Cedar Rapids, IA 52405

3. Invoice will be paid by check to CROT in February **2022**.

4. INSURANCE AND INDEMNIFICATION

A. During the duration of this Agreement, **Cedar Rapids Opera Theatre** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Government Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.
 - e) No Other Change in Policy

The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. Workers Compensation and Employer’s Liability

Workers’ Compensation	State Statutory Limits
Employer’s Liability – Bodily Injury By Accident	\$100,000 each accident
Employer’s Liability – Bodily Injury by Disease	\$500,000 policy limit
Employer’s Liability – Bodily Injury by Disease	\$100,000 each employee

- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

4. Umbrella Liability:

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

B. The District will indemnify and hold harmless **Cedar Rapids Opera Theatre** from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

C. **Cedar Rapids Opera Theatre** will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of **Cedar Rapids Opera Theatre** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

A. No separate legal or administrative entity shall be created by this Agreement. The **Cedar Rapids Opera Theatre** shall be designated as the administrator of the Agreement.

- B. The site advisory group (**Beth Davies, district music facilitator, and Virginia Michalicek, Interim Executive Director**) shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. (“Company”) is providing services to the District as a contractor or is operating or managing the operations of a contractor. The services provided by **Cedar Rapids Opera Theatre** may involve the presence of the **Cedar Rapids Opera Theatre** employees or volunteers upon the real property of the schools of the District.
- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. **Cedar Rapids Opera Theatre** further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.
- C. **Cedar Rapids Opera Theatre** hereby certifies that no one who is an owner, operator or manager of **Cedar Rapids Opera Theatre** has been convicted of a sex offense against a minor. **Cedar Rapids Opera Theatre** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.
- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa section 692A.113. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

- A. **Cedar Rapids Opera Theatre** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills per Cedar Rapids Community School District Board Policy 102.

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
- a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
- a. Immediately terminate the Agreement without additional written notice; or
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.
- D. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

9. CONTACT PERSON

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. Any amendments to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

NAME

Beth Davies, Music Facilitator
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
(319) 558-4126

NAME

Virginia Michalicek, Interim Executive Director
Cedar Rapids Opera Theatre
425 Second St SE, Suite 960
Cedar Rapids, IA 52401
319-365-7401 office

<u>bdavies@crschools.us</u>	<u>executive.director@cropera.org</u>

Cedar Rapids Community School District

By: _____
Board President

Date: _____

By: _____
Board Secretary

Date: _____

[Organization]

By: Virginia Michalick
Executive Director

Date: 5-27-2021

It is the policy of the Cedar Rapids Community School District not to discriminate in educational programs on the basis of race, creed, color, gender, sexual orientation, marital status, gender identity, socioeconomic status, national origin, religion, disability, age (except for permitting/prohibiting students to engage in certain activities) or genetic information and in employment opportunities on the basis of age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Executive Director of Equity, (jblietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA, (319) 558-2000.

CONSENT AGENDA

BA-22-017 **Agreement - Cedar Rapids Community School District and Red Cedar Chamber Orchestra - 2021-2022 School Year (John Rice)**

Exhibit: BA-22-017.1-8

Action Item

Pertinent Fact(s):

The CRCSD agrees to provide financial resources in consideration of the artistic services provided: four- residency sessions per day (virtual), each up to sixty minutes in length. The residency is sponsored in part by a grant from the Iowa Arts Council.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Red Cedar Chamber Orchestra for the 2021-2022 School Year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **2nd day of June, 2021**, by and between the Cedar Rapids Community School District (the “District”) and **Red Cedar Chamber Music**. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide a **four-day chamber music residency at Johnson STEAM Academy** through the coordination of resources and other joint and cooperative action between the District and Red Cedar Chamber Music to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2021 to July 31, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Red Cedar Chamber Music agrees to the following:

A. Type/Location of Services

Artists from Red Cedar Chamber Music hereby agree to present a 4-day residency at **Johnson STEAM Academy** in Cedar Rapids, Iowa **March 1-4, 2022**.

The Artists will present up to four residency sessions per day (for example, four class sessions in schools). Each residency session may be up to 60 minutes in length.

Red Cedar Chamber Music will not provide services to buildings other than those identified in a formal agreement without prior written approval of a District Administrator.

- B. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior).
- C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.

- D. Submit bi-annual invoices in conjunction with outcomes reports in January and June.
- E. The agreement of the Artists to present the residency is subject to proven detention by sickness, accident, interruption or delay of transportation, acts of God, or any other cause beyond the control of the Artists.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **Melissa Summers, Johnson STEAM Academy, and Beth Davies, district music facilitator**, to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.

The Partner will designate one room at the school set aside for the residency period. The four daily sessions will all take place in this room. Additionally, open time before and after the sessions will be used by the artists as rehearsal time in the same room. (Students may quietly and attentively observe rehearsals with prior notification.)

- B. Meals: The Partner/school agrees to provide noon meals at the school cafeteria for 4 artists for the residency days listed above.
- C. The Partner shall provide the Artists with a detailed schedule of the residency not later than 4 weeks prior to the residency. The Partner will designate one responsible contact person who will collaborate directly with Red Cedar to set up the detailed daily residency schedule, prepare the residency space, serve as liaison between Artists and the individual teachers, provide answers to Artists' questions and meet the terms of this agreement. This person at **Johnson STEAM Academy will be Melissa Summers**.
- D. A certified teacher employed by the school district must be in the classroom with the Artists at all times. This must be respected due to the issue of liability.
- E. Execute a Data Sharing Agreement as appropriate, identifying required output and outcome measures, and develop a reporting mechanism for monthly and bi-annual data reports.
- F. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.
- G. *Payment in disbursement: Disburse funding in two (2) equal payments within 30 days of receipt of an invoice.*

The Partner, in consideration of the artistic services of the Artists, agrees to pay Red Cedar Chamber Music \$2,000 from the District budget. Make check payable to Red Cedar Chamber Music (EIN

NUMBER 42-1473672. Payment shall be issued to the Artists within 30 days of the receipt of an invoice.

4. INSURANCE AND INDEMNIFICATION

A. During the duration of this Agreement, **Red Cedar Chamber Music** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Government Immunity

The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.

b) Claims Coverage

The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.

c) Assertion of Government Immunity

The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

d) Non-Denial of Coverage

The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) No Other Change in Policy

The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. Workers Compensation and Employer's Liability

Workers' Compensation State Statutory Limits

Employer's Liability – Bodily Injury By Accident	\$100,000 each accident
Employer's Liability – Bodily Injury by Disease	\$500,000 policy limit
Employer's Liability – Bodily Injury by Disease	\$100,000 each employee

- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

4. Umbrella Liability:

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

- B. The District will indemnify and hold harmless **Red Cedar Chamber Music** from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.
- C. **Red Cedar Chamber Music** will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, Red Cedar Chamber Music negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. **Red Cedar Chamber Music** shall be designated as the administrator of the Agreement.
- B. The site advisory group (**Melissa Summers, Johnson STEAM Academy, and Beth Davies, district music facilitator**) shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. (“Company”) is providing services to the District as a contractor or is operating or managing the operations of a contractor. The services provided by **Red Cedar Chamber Music** may involve the presence of the **Red Cedar Chamber Music** employees or volunteers upon the real property of the schools of the District.
- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. **Red Cedar Chamber Music** further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.
- C. **Red Cedar Chamber Music** hereby certifies that no one who is an owner, operator or manager of **Red Cedar Chamber Music** has been convicted of a sex offense against a minor. **Red Cedar Chamber Music** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.
- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa section 692A.113. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

- A. **Red Cedar Chamber Music** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills per Cedar Rapids Community School District Board Policy 102.

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. Failure to make substantial and timely progress toward performance of the

- Agreement.
- b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
- a. Immediately terminate the Agreement without additional written notice; or
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.
- D. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

9. CONTACT PERSON

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. Any amendments to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

<p><u>NAME</u> Beth Davies, K-12 Music Curriculum Facilitator Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4126 bdavies@cr.k12.ia.us</p>	<p><u>NAME</u> Carey Baustian Red Cedar Chamber Music P.O. Box 154 Marion, IA 52302 (319) 321-3273 carey@redcedar.org</p>
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Cedar Rapids Community School District

By: _____

Board President

Date: _____

By: _____
Board Secretary

Date: _____

Red Cedar Chamber Music

By: Miera Kim
Executive Director

Date: June 3, 2021

It is the policy of the Cedar Rapids Community School District not to discriminate in educational programs on the basis of race, creed, color, gender, sexual orientation, marital status, gender identity, socioeconomic status, national origin, religion, disability, age (except for permitting/prohibiting students to engage in certain activities) or genetic information and in employment opportunities on the basis of age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Executive Director of Equity, (jblietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA, (319) 558-2000.

Johnson STEAM Academy Residency 2022: *HarpStrings 2*

Red Cedar Chamber Music will work with 2nd-5th grade students at Johnson STEAM Academy over four days in March 2022. Building on our 2018 program *HarpStrings*, Red Cedar will bring back the world premiere presented to the students at that time. In addition, a brand new composition by composer-in-residence Michael Kimber will be featured. This new work will provide an opportunity for the Orff ensemble to perform alongside Red Cedar.

Bethany Wheeler, local harpist and music therapist will join the core ensemble, Miera Kim, violin, and Carey Bostian, cello, in those two commissioned works as well as several other pieces for the ensemble. The lessons will focus on how the harp differs from and is similar to instruments in the violin family. The special properties of the harp offers opportunities for demonstrating the basic physics of a string.

The harp is such a well-known and popular instrument in old paintings, biblical imagery, cartoons and other popular culture. It is a real treat for students to see and hear one in their music classroom.

CONSENT AGENDA

BA-22-018 **Agreement - Cedar Rapids Community School District and Eastern Iowa Arts Academy - 2021-2022 School Year (John Rice)**

Exhibit: BA-22-018.1-9

Action Item

Pertinent Fact(s):

1. The on-going Agreement with services provided to reinforce the District's curriculum through after school arts enrichment classes, special events and guest workshops, modified this year due to virtual instruction and COVID 19.
2. The Eastern Iowa Arts Academy (EIAA), a private, non-profit local arts education organization, will provide virtual arts enrichment courses in three middle schools and twelve elementary schools during the 2021-2022 School Year.
3. EIAA will collaborate with the District to provide at least one special event arts opportunity for designated groups of EIAA and/or District students.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Eastern Iowa Arts Academy for the 2021-2022 School Year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND
EASTERN IOWA ARTS ACADEMY
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS, AND
EASTERN IOWA ARTS ACADEMY'S MUSIC & ARTS STUDIOS**

THIS AGREEMENT is made and entered into on the **25th day of May, 2021**, by and between the Cedar Rapids Community School District (the "District") and **Eastern Iowa Arts Academy (EIAA)**. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide **Eastern Iowa Arts Academy (EIAA)** through the coordination of resources and other joint and cooperative action between the District and **Eastern Iowa Arts Academy (EIAA)** to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2021 to July 31, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Eastern Iowa Arts Academy (EIAA) agrees to the following:

Type/Location of Services-

A. After School Arts Enrichment Courses

1. EIAA will provide after school arts enrichment courses in select CRCSD elementary, middle and high schools, and at EIAA's Music & Arts Studios, located at 1847 E Avenue, NE, Cedar Rapids, Iowa.

EIAA will be responsible for:

- Hiring quality teachers and paying teacher salary
- Providing class supplies and materials
- Coordinating enrollment and registration
- Providing liability insurance
- Establishing number of classes offered per school based upon availability and need

A. School Guidelines:

- Provide EIAA classes in at least 3 CRCSD middle schools and approximately 12 CRCSD elementary schools during the school year. EIAA after school course options will include approved arts classes (visual art music, creative writing, dance, cultural arts and/or drama).

- Fall and spring terms will be 8 weeks long and the winter term is 6 weeks long. Classes meet once per week.
- EIAA Executive Director/designee will coordinate the schedule of select approved courses with designated CRCSD school building principal/designee. (Earliest class start time is 3:00 p.m. middle and high school and 3:45 p.m. elementary school.
- EIAA will provide approved classes in designated CRCSD school buildings for CRCSD students only and at EIAA's Music & Arts Studios, located at 1847 E Avenue NE, Cedar Rapids, Iowa, for CRCSD students only.
- Only (1) class (8 hours) per term will take place at EIAA's Music & Arts Studios. The remaining classes will be held in the CRCSD facilities.
- EIAA will provide transportation from the designated school(s) to the Music & Arts Studios for after school classes or workshops.

B. Special Events: Guest Artist Workshops/Student Performances

1. EIAA will collaborate with CRCSD to provide at least one special event arts opportunity, during the 2021-2022 school year for designated groups of EIAA and/or CRCSD students (by school, grade level, class, etc.). EIAA will be responsible for:

- Coordinating and scheduling the special event with designated CRCSD administrator (John Rice, Director of Instructional Services).
- Pending availability, special arts events could include, but are not limited to, visiting or local artist workshops, performances and/or master classes, EIAA student performances, demonstrations and showcases.
- Providing guest artist(s) and materials/equipment for event as needed.
- Sharing cost of special event as to be negotiated by designated CRCSD administrator (John Rice, Director of Instructional Services) and EIAA Executive Director, prior to scheduling of each event.
- Submit (at least one week in advance) & pay for any related CRCSD Graphics and Printing Services (showcase programs, etc.)

- C. **Eastern Iowa Arts Academy (EIAA)** will not provide services to buildings other than those identified in a formal agreement without prior written approval of a District Administrator.
- D. Delivery of instruction and performances will take place virtually unless/until COVID-19 health restrictions are lifted, at which time classes could be delivered in person.
- E. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior).
- F. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
- G. Submit invoices during each of the (3) terms (Fall, Winter, Spring) in conjunction with outcomes reports.

The DISTRICT agrees to the following:

A. After School Arts Enrichment Courses

1. CRCSD will collaborate with EIAA to provide after school arts enrichment courses in select CRCSD elementary, middle and high schools. CRCSD will be responsible for providing:

- Appropriate space for EIAA classes (i.e.: electricity, water facilities, gym floor, custodial services, etc.) in designated CRCSD schools as agreed upon by EIAA Executive Director/designee and CRCSD building principal/designee
- Appropriate equipment for EIAA classes (i.e.: risers, chairs/tables, paint brushes, computers, etc.) in designated CRCSD schools as agreed upon by EIAA Executive Director/designee and CRCSD building principal/designee
- Appropriate space and equipment as needed for (auditorium, custodial services, risers, microphones, etc) up to (2) EIAA “Arts Alive” public performances at the end of each Fall and Spring terms as agreed upon by EIAA Executive Director/designee and CRCSD building principal/designee.
- Contribution of up to \$27,000 to EIAA program fund during **2021-22** school year
 - Funds will be applied towards the cost of classes for CRCSD students in CRCSD school buildings exclusively and any classes/workshops at EIAA’s Music & Arts Studios, designated for CRCSD students only.
 - For the CRCSD (and other non-profits) cost of an 8-week class, one hour per week, is \$1080.00 and cost for a 6-week class, one hour a week, is \$810.00. *(Actual cost of an 8-week EIAA class is \$1345 and \$1008 for 6-week class. EIAA will cover remaining costs of the class through additional funding sources.)*
 - Participation in EIAA classes is at no cost for CRCSD students.
 - Method of payment: EIAA will invoice CRCSD for cost of approved classes in CRCSD schools (not to exceed \$27,000 per **2021-22** school year.) Invoices will be sent to: Cedar Rapids Community School District Attn: Julie Meyer, Secretary of Instructional Services
 - List of school building names, class titles and corresponding class participation numbers will be included with invoice
- EIAA communication access through:
 - CRCSD e-mail and CRCSD school van mail
 - Mass hard copy information sent home with students-prior CRCSD approval required
 - Select EIAA/CRCSD events/classes included on web-based district arts Calendar, Virtual backpack, and additional CRCSD event information as appropriate for **2021-22**
 - EIAA staff use of designated EIAA class site school building phones (to contact EIAA parents, community emergency personnel, etc.)
- Assistance with promoting registration
- Access to CRSD Graphics and Print Shop services (for showcase program printing, etc.). Note: EIAA will be invoiced for all printing services provided.

- Permission for CRCSD staff members, who are also EIAA teachers to leave CRCSD contract day early, as needed to teach their EIAA class: Secondary—earliest 3:00 p.m. and Elementary--earliest 3:45 p.m.
- Designated CRCSD building contact person for each school hosting EIAA courses

B. Special Events: Guest Artist Workshops/Student Performances

1. CRCSD will collaborate with EIAA to provide at least one special event arts opportunity, during the school year for designated groups of EIAA and/or CRCSD students (by school, grade level, class, etc.). CRCSD will be responsible for:

- CRCSD administrator (John Rice) will coordinate and schedule special events with EIAA Executive Director/designee
 - Pending availability, special arts events could include, but are not limited to, visiting or local artist performances, visiting or local artist workshops and/or master classes, EIAA/CRCSD student performances, demonstrations and showcases.
 - Providing appropriate CRCSD facility space & equipment for event as agreed upon with designated CRCSD administrator prior to scheduling each event
 - Sharing cost of special event as to be negotiated by designated CRCSD Administrator (John Rice Director of Instructional Services) and EIAA Executive Director /designee, prior to scheduling of each event
- C. Ensure each Building Administrator works collaboratively with **Eastern Iowa Arts Academy (EIAA)** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- D. Execute a Data Sharing Agreement, identifying required output and outcome measures, and develop a reporting mechanism for monthly and bi-annual data reports.
- E. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.
- F. Disburse funding in three payments within 30 days of receipt of an invoice.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **Eastern Iowa Arts Academy (EIAA)** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property

Damage and Personal Injury:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000

Each Occurrence \$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Government Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.
 - e) No Other Change in Policy
The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. Workers Compensation and Employer’s Liability

Workers’ Compensation	State Statutory Limits
Employer’s Liability – Bodily Injury By Accident	\$100,000 each accident
Employer’s Liability – Bodily Injury by Disease	\$500,000 policy limit
Employer’s Liability – Bodily Injury by Disease	\$100,000 each employee

- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

4. Umbrella Liability:

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

- B. The District will indemnify and hold harmless **Eastern Iowa Arts Academy (EIAA)** from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.
- C. **Eastern Iowa Arts Academy (EIAA)** will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, **Eastern Iowa Arts Academy (EIAA)** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. The **Eastern Iowa Arts Academy (EIAA)** shall be designated as the administrator of the Agreement.
- B. The site advisory group (**Beth Davies, District Music Facilitator, and David Griffin, EIAA Director**) shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. (“Company”) is providing services to the District as a contractor or is operating or managing the operations of a contractor. The services provided by **Eastern Iowa Arts Academy (EIAA)** may involve the presence of the **Eastern Iowa Arts Academy (EIAA)** employees or volunteers upon the real property of the schools of the District.
- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. **Eastern Iowa Arts Academy (EIAA)** further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.
- C. **Eastern Iowa Arts Academy (EIAA)** hereby certifies that no one who is an owner, operator or manager of **Eastern Iowa Arts Academy (EIAA)** has been convicted of a sex offense against a minor. **Eastern Iowa Arts Academy (EIAA)** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.
- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa section 692A.113. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

- A. **Eastern Iowa Arts Academy (EIAA)** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills per Cedar Rapids Community School District Board Policy 102.

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-

defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

- a. Immediately terminate the Agreement without additional written notice; or,
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.
- D. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

9. CONTACT PERSON

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. Any amendments to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

<p><u>NAME</u> Beth Davies Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558- 4126 bdavies@crschools.us</p>	<p><u>NAME</u> David Griffin, Director Eastern Iowa Arts Academy 1841 E Ave NE Cedar Rapids, IA 52402 (319) 350-1805 dgriffin@crschools.us</p>

Cedar Rapids Community School District

By: _____
Board President

Date: _____

By: _____
Board Secretary

Date: _____

[Organization]

By: Daniel M. Griffin
Executive Director

Date: 6-2-2021

It is the policy of the Cedar Rapids Community School District not to discriminate in educational programs on the basis of race, creed, color, gender, sexual orientation, marital status, gender identity, socioeconomic status, national origin, religion, disability, age (except for permitting/prohibiting students to engage in certain activities) or genetic information and in employment opportunities on the basis of age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Executive Director of Equity, (jblietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA, (319) 558-2000.

CONSENT AGENDA

BA-22-019 **Agreement – Cedar Rapids Community School District and Orchestra Iowa – 2021-2022 School Year (John Rice)**

Exhibit: BA-22-019.1-12

Action Item

Pertinent Fact(s):

1. Orchestra Iowa will provide 2 youth concerts, one for fourth grade students and one for seventh grade students, which are consistent with curriculum.
2. Orchestra Iowa will schedule a Brass Ensemble, a String Ensemble, and a Woodwind Ensemble for a 30-minute lecture/demonstration (each ensemble) at each of the 21 Elementary Schools.
4. Orchestra Iowa will offer an introductory strings lesson program to all District fifth grade students.
5. Orchestra Iowa will collaborate to assist in the planning and implementation of the Metropolitan Orchestra Festival.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Orchestra Iowa for the 2021-2022 School Year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **8th day of June, 2021**, by and between the Cedar Rapids Community School District (the “District”) and **Orchestra Iowa**. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide **Orchestra Iowa** through the coordination of resources and other joint and cooperative action between the District and **Orchestra Iowa** to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2021** to **July 31, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Orchestra Iowa agrees to the following:

Type/Location of Services

A. Youth Concerts

1. ORCHESTRA will provide two youth concerts: **November 18, 2021** at 9:45 & 11:10 a.m., consistent with fourth grade curriculum and **April 5, 2022** at 9:45 & 11:10 a.m. consistent with seventh grade curriculum.

a. ORCHESTRA will reserve the venue and provide appropriate professional staff.

b. ORCHESTRA will produce curriculum guides and audio files consistent with youth concert repertoire.

c. ORCHESTRA will collaborate with DISTRICT to arrange reserved parking and traffic control for all of the youth concerts with the City of Cedar Rapids and Park Cedar Rapids.

d. ORCHESTRA will offer DISTRICT secondary music directors the option of bringing student groups to youth concerts not sold out at a cost of \$4.00 per student per concert.

B. Ensembles and Visiting Artists in the Schools (Music in the Schools/MITS)

1. The Brass Ensemble will visit every elementary school (21) for a 30-minute lecture/demonstration to be presented to the fourth grade classes.
2. The String Ensemble will visit every elementary school (21) for a 30-minute lecture/demonstration to be presented to the second grade classes.
3. The Woodwind Ensemble will visit every elementary school (21) for a 30-minute lecture/demonstration to be presented to the third grade classes.
4. The Brass Ensemble, String Ensemble, and Woodwind Ensemble will be available to any school as an optional activity at the cost specified in III (B) 2a.
5. ORCHESTRA will create schedules for these ensembles and provide the DISTRICT Curriculum Office and each school building with copies of the schedule in advance of the concerts. ORCHESTRA will work with each building secretary and music teacher to create the schedule. Cancellations must be made in advance. Every effort must be made to reschedule in the event of a cancellation. District will provide a contact list for scheduling purposes.
6. Pending availability, ORCHESTRA will provide visiting guest artists for school presentations at no cost.

C. Fifth Grade Fiddles Program

1. ORCHESTRA will offer a hands-on strings introductory lesson program to all DISTRICT fifth grade students consisting of up to Ten (10) 45-minute classes during the regular school day or immediately before or after school as scheduled with the building principal/designee.
2. A minimum of Five (5) classes must take place during the regular school day. Additional lessons may take place during, before, or after school as decided by both the DISTRICT music teacher and Fifth Grade Fiddles Program instructor.
3. ORCHESTRA will provide a copy of the program's curriculum for the year to the DISTRICT Curriculum Office and Music Facilitator to be disseminated to the DISTRICT music teachers. ORCHESTRA will collaborate with DISTRICT Curriculum Office and Music Facilitator to ensure appropriate program curriculum content, scope and sequence.
4. ORCHESTRA, in collaboration with the Fifth Grade Fiddles Program instructors, will develop a schedule with individual building principals/designee and provide a courtesy copy to DISTRICT Curriculum Office.
5. ORCHESTRA will provide instruments and instructors for the Fifth Grade Fiddles Program.

D. Lessons in Buildings

1. Pending instructor availability, ORCHESTRA will provide, upon request, instrumental coaching to band and orchestra programs at a cost of \$42.00/hr. Thirty (30) days' notice is requested when possible.
2. Pending availability, ORCHESTRA will provide, upon request, one free conductor coaching session to each band, orchestra, and chorus program in DISTRICT high school (3) and middle school (6) buildings provided by ORCHESTRA Music Director. Thirty (30) days' notice is requested when possible. Additional sessions will be made available under aforementioned stipulations at the rate of \$50.00/hr.
3. Pending availability, ORCHESTRA Music Director will visit, upon request, each DISTRICT elementary school (21) music classroom once during the school year at no cost. Thirty (30) days' notice is requested when possible.

E. Complimentary Tickets

1. Complimentary tickets, at the discretion of the ORCHESTRA Marketing Director, will be provided for targeted students for orchestra performances and rehearsals to facilitate those students' attendance at performances that reinforce curricular objectives in their target area.
2. Incentives will be provided for at-risk students and culturally diverse populations to provide an understanding and appreciation of music in conformance with the strategic plan for school improvement.
3. ORCHESTRA will collaborate with DISTRICT Curriculum Office and Music Facilitator to disseminate ticket information to students and their families.
4. All students enrolled in DISTRICT will be allowed tickets at a discounted rate to all ORCHESTRA concerts as follows:
 - a. Masterworks – Free ticket for K-12 students with paid parent. Certain exclusions and limitations apply.
 - b. Pops and Ballet – Half-price tickets for K-12 students.

F. Metropolitan Orchestra Festival

1. ORCHESTRA will collaborate with the DISTRICT Metro Orchestra Festival Committee and DISTRICT Curriculum Office to assist in the planning and implementation of the Metropolitan Orchestra Festival which will be held at the Paramount Theatre on **February 5, 2022** for performance.
2. The ORCHESTRA will secure the venue for this event and will help to defray performance/venue expenses of the festival.
3. ORCHESTRA will help to provide promotional assistance for the festival.
4. ORCHESTRA will coordinate box office ticket sales for this event and reimburse DISTRICT for ticket sale revenues less the cost of partial performance/venue use as

agreed upon by ORCHESTRA Chief Executive Officer, Chief Financial Officer, and DISTRICT Curriculum Office.

- G. **Orchestra Iowa** will not provide services to buildings other than those identified in a formal agreement without prior written approval of a District Administrator.
- H. Delivery of instruction and performances will take place in person at the appropriate location for each service the Orchestra provides. In the event that; health restrictions, local, state or federal actions, or any other circumstances related to COVID-19 or a similar pandemic do not allow for in person instruction or performance, delivery of services may be provided virtually through a mutually agreed upon medium. This may include but is not limited to live-streamed concerts, instruction through video calls (ie Zoom, Skype), or pre-recorded content.
1. The ORCHESTRA agrees to strive for the same level of excellence in the event of virtual delivery of services as it would for live in-person services. Any additional costs incurred by the Orchestra due to creating virtual content shall be the sole responsibility of the Orchestra and will not be passed on to the District.
 2. The DISTRICT agrees to maintain the same fees as outlined in this Agreement in the event of virtual delivery, with no changes or exceptions so long as the services are provided to the same scope of students and schools as is outlined in this Agreement.
- I. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior).
1. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
 2. Submit bi-annual invoices in conjunction with outcomes reports in January and June.

The DISTRICT agrees to the following:

A. Youth Concerts

1. DISTRICT will collaborate with ORCHESTRA to disseminate curriculum guides and audio files to participating DISTRICT schools/staff.
2. DISTRICT Transportation Manager and DISTRICT Music Facilitator, in collaboration with ORCHESTRA and City of Cedar Rapids & Park Cedar Rapids, will facilitate the holding and parking of all school buses for all districts attending youth concerts at the Paramount, including the second performance, and their transfer and debarkation to ensure safe and orderly entrances and exits from event.
3. DISTRICT Curriculum Office & DISTRICT Music Facilitator will provide the ORCHESTRA with the number of seats to be reserved for the youth concerts and prepare the seating chart for performances attended by DISTRICT schools. Reservations for aforementioned concerts are due to the ORCHESTRA office one month prior to concert.
4. DISTRICT will provide for 8-10 students and 2-4 adult ushers/docents for each Youth Concert (both performances on each date).

B. Ensembles and Visiting Artists in the Schools (Music in the Schools)

1. DISTRICT will provide up to two individuals to work directly with the ORCHESTRA representative to coordinate the scheduling of ensemble visits to schools. (Music teacher and building secretary at each building.) District will provide contact information.
2. DISTRICT will provide appropriate student supervision by DISTRICT teachers/staff for ensemble visits to schools.
3. DISTRICT will provide appropriate space for master classes with guest artists and ensemble visits in DISTRICT buildings.

C. Fifth Grade Fiddles Program

1. DISTRICT building principals/designee will provide at least one adult staff/volunteer for each 45-minute class.
2. DISTRICT will collaborate with ORCHESTRA to disseminate information about the Fifth Grade Fiddles Program.
3. DISTRICT will provide appropriate space for classes in DISTRICT buildings.

D. Lessons in Buildings

1. DISTRICT will provide space at schools as mutually agreed.

2. DISTRICT will allow use of DISTRICT instruments as available.

E. Miscellaneous

1. DISTRICT will provide rehearsal, audition, and performance facilities to ORCHESTRA on a space available basis after scheduled student class hours if no additional expense is incurred by the DISTRICT, e.g., extra custodial time as agreed upon by DISTRICT Music Facilitator or Building Principal/Designee.

2. DISTRICT will provide space for ORCHESTRA materials/advertisements available at the Metropolitan ORCHESTRA concert.

3. DISTRICT will reproduce and disseminate information about ORCHESTRA educational programs through DISTRICT student “take-home” and on-line distribution methods, such as the following programs:

Odyssey & Discovery Chorus flyers, Chamber Music, Music Therapy,
Individual and Group Lesson Program flyers

4. DISTRICT will provide ORCHESTRA with DISTRICT financial figures relating to the associated expenses of Youth Concerts (transportation staff, material reproduction, etc.) All said associated expenses shall be noted as in-kind contributions to the ORCHESTRA on behalf of the DISTRICT.

5. DISTRICT will provide ORCHESTRA with a complete list of schools and classes in which students who are deemed “non-photographical”, or whose guardians have not filled out a DISTRICT media release form, are members prior to the date of the fall Youth Concert.

F. Ensure each Building Administrator works collaboratively with **Orchestra Iowa** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.

G. Execute a Data Sharing Agreement, identifying required output and outcome measures, and develop a reporting mechanism for monthly and bi-annual data reports.

H. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.

I. Disburse funding in two (2) equal payments within 30 days of receipt of an invoice.

A. ORCHESTRA to DISTRICT

1. ORCHESTRA will reimburse DISTRICT with ticket sale revenue less the agreed upon partial performance/venue cost for Metropolitan Orchestra Festival.

B. DISTRICT to ORCHESTRA

1. Negotiated Package

a. **Total cost to the District will be: \$28,500.00.**

b. ORCHESTRA will invoice DISTRICT \$14,250.00 in November 2021, for payment of ½ negotiated package and \$14,250.00 in March 2022, for final payment of negotiated package to the following address:

**Cedar Rapids Community School District
Attention: Julie Meyer
2500 Edgewood Road NW
Cedar Rapids, IA 52405**

2. Optional Scheduling Paid by Buildings

a. ORCHESTRA will provide, upon request, brass, string, and woodwind ensembles as an optional activity at the following rate:

\$1800/ 2 ½ hour service

or

\$600/ 30 minute per school

A service may be divided among up to three schools during the same 2.5 hour service. Scheduling must be completed at least thirty (30) days prior to the date of the optional activity.

b. ORCHESTRA will provide, upon request, instrumental coaching to middle and high school band and orchestra programs at a fee of \$42.00/hr.

c. ORCHESTRA will provide, upon request, conductor coaching to middle school and high school band, orchestra and chorus programs at a fee of \$50.00/hr.

d. ORCHESTRA will individually bill DISTRICT schools that schedule these optional services.

e. All individual DISTRICT building invoices will be paid by June 15, 2021.

4. INSURANCE AND INDEMNIFICATION

A. During the duration of this Agreement, **Orchestra Iowa** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Government Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.
 - e) No Other Change in Policy
The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. Workers Compensation and Employer’s Liability

Workers’ Compensation	State Statutory Limits
Employer’s Liability – Bodily Injury By Accident	\$100,000 each accident
Employer’s Liability – Bodily Injury by Disease	\$500,000 policy limit
Employer’s Liability – Bodily Injury by Disease	\$100,000 each employee

- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

4. Umbrella Liability:

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

- B. The District will indemnify and hold harmless **Orchestra Iowa** from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.
- C. **Orchestra Iowa** will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, **Orchestra Iowa** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. **Orchestra Iowa** shall be designated as the administrator of the Agreement.
- B. The site advisory group (**Beth Davies, CRCSD Music Facilitator and Myron McReynolds, Director of Education for Orchestra Iowa**) shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. ("Company") is providing services to the District as a contractor or is operating or managing the operations of a contractor. The services provided by **Orchestra Iowa** may involve the presence of the **Orchestra Iowa** employees or volunteers upon the real property of the schools of the District.
- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. **Orchestra Iowa** further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.
- C. **Orchestra Iowa** hereby certifies that no one who is an owner, operator or manager of **Orchestra Iowa** has been convicted of a sex offense against a minor. **Orchestra Iowa** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to

provide any services to the District in accordance with the prohibitions set forth above.

- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa section 692A.113. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

- A. **Orchestra Iowa** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills per Cedar Rapids Community School District Board Policy 102.

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - a. Immediately terminate the Agreement without additional written notice; or,
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

- D. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

- E. In the event it becomes impossible to hold a performance, a series of concerts, or other education activity provided for under the terms of this Agreement by reason of an act of nature such as emergency weather condition, fire, flood or pestilence, acts of public enemy, war, rebellion, insurrection or catastrophic accident or through action taken by local, state or federal officials, or any other circumstances beyond the control of **Orchestra Iowa** or the **District**, either party shall have the right to cancel previously scheduled events and shall not incur financial obligation to the opposite party beyond that for services already performed as a result of such cancellation for the duration of the emergency. **Orchestra Iowa** and the **District** shall make every reasonable effort to reschedule cancelled services within the same school year.

9. CONTACT PERSON

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. Any amendments to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

<p><u>NAME</u> Beth Davies, Music Facilitator Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4126 bdavies@crschools.us</p>	<p><u>NAME</u> Myron McReynolds Orchestra Iowa 119 3rd Ave SE Cedar Rapids, IA 52401 319-366-8206 mmcreynolds@orchestraiowa.org</p>
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Cedar Rapids Community School District

By: _____
Board President

Date: _____

By: _____
Board Secretary

Date: _____

Orchestra Iowa

By:  _____
Chief Executive Officer

Date: June 8, 2021

It is the policy of the Cedar Rapids Community School District not to discriminate in educational programs on the basis of race, creed, color, gender, sexual orientation, marital status, gender identity, socioeconomic status, national origin, religion, disability, age (except for permitting/prohibiting students to engage in certain activities) or genetic information and in employment opportunities on the basis of age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Executive Director of Equity, (jblietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA, (319) 558-2000.

CONSENT AGENDA

**BA-22-020 Final Approval - Kennedy High School - Fire Alarm Upgrade Project -
Certificate of Substantial Completion (Jon Galbraith/Jason Lietz)**

Exhibit: BA-22-020.1-2

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$410,380.00, plus net change orders totaling \$5,130.27, for a final contract price of \$415,510.27 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on June 28, 2021.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District -- Kennedy High School - Fire Alarm Upgrade Project.

AIA[®] Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> CRCSD 2020-21 Fire Alarm Upgrades - Kennedy High School	CONTRACT INFORMATION: Contract For: General Construction Date: January 28, 2020	CERTIFICATE INFORMATION: Certificate Number: 1 Date: May 6, 2021
OWNER: <i>(name and address)</i> Cedar Rapids Community School District Educational Leadership Support Center 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	ARCHITECT: <i>(name and address)</i> Solum Lang Architects, LLC 1101 Old Marion Road NE Cedar Rapids, Iowa 52402	CONTRACTOR: <i>(name and address)</i> Streff Electric, Inc. 751 Center Point Rd NE Cedar Rapids, IA 52402

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Entire Project Scope

Solum Lang Architects, LLC		Jeff Portman Architect	1.08.2021
ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

NA

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

As shown in attached Punch List dated 1.08.2021


The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within sixty (60) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$1,000.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Streff Electric, Inc.		Matt Shaver	5/27/21
CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
Cedar Rapids Community School District			
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE

Application and Certificate For Payment
Page 1 of: 2

TO: Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405
From: Streff Electric, Inc
751 Center Point Rd NE
Cedar Rapids, IA 52402

Project: Kennedy Fire Alarm
Architect: Solum Lang Architects
1101 Old Marion Road NE
Cedar Rapids, IA 52402

Application # 8
Period To: 5/31/2021
Contract Date: 1/28/2020

Invoice #: PO #0025984
RETAINAGE

Application for Payment

1. Original Contract Sum:	\$	410,380.00
2. Net change by Change Orders:	\$	5,130.27
3. Contract Sum to Date:	\$	415,510.27
4. Total Completed & Stored To Date:	\$	415,510.27
4a) 5% of Completed Work:	\$	20,775.51
4b) 5% of Stored Material:	\$	-
5. Total Earned Less Retainage:	\$	415,510.27
6. Less Previous Certificates for Pmt:	\$	394,734.76
7. Current Payment Due:	\$	20,775.51
8. Balance to Finish Including Retainage:	\$	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

Matt N Shaver

Contractor: Streff Electric, Inc.
By: Matt N Shaver, President **Date:** 5/4/2021
State of: Iowa **County of:** Linn
Subscribed and sworn to before me this: 4TH **day of:** MAY, 2021
Notary Public: Amanda E Garman
My Commission Expires: 17-Mar-23

Amanda E Garman

Change Order Summary:	Additions	Deductions
Total Approved in Previous Months by Owner	\$ -	\$ -
Total Approved This Month	\$ -	\$ -
Totals:	\$ -	\$ -
Net Changes by Change Order:	\$ -	\$ -

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified

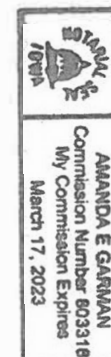
Amount Certified: \$ 20,775.51

Attach explanation if amount differs from the amount applied for: Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.

Architect: Solum Lang Architects, LLC

By: *Doris Lounsbury* Date: 6/28/21

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner under this contract.



CONSENT AGENDA

BA-22-021 Agreement – Cedar Rapids Community School District and MJCare - Medicaid Billing Services – 2021-2022 School Year (Wendy Parker)

Exhibit: BA-22-021.1-6

Action Item

Pertinent Fact(s):

1. Public Schools can bill Medicaid for some of the medical expenses incurred for students with IEPs provided the students are also eligible for Medicaid. CRCSD can also bill Medicaid for some of the services that are provided to students in our Metro Care Connection clinics.
2. MJCare is a third-party vendor with over 25 years of experience providing Medicaid billing services to public schools.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and MJCare for Medicaid Billing – 2021-2022 School Year.

AGREEMENT

This Agreement made this 1st day of July 2021 by and between **MJ Care, Inc.**, 2448 S. 102nd Street, Suite 340, Milwaukee, WI 53227-2141 (hereinafter called “MJC”) and **Cedar Rapids Community School District**, 2500 Edgewood Road NW, Cedar Rapids, IA, 52405 (hereinafter called “The District”).

Whereas, MJC has agreed to provide certain billing management services (the “Services”) for The District on the terms and conditions set forth herein.

Now therefore, it is hereby agreed as follows:

MJ Care Responsibilities

1. Software Access. MJC will give The District the ability to access and use the MJC Medicaid billing software and, without additional cost, any updates or upgrades generally made available by MJC to its licensees from time to time during the Agreement term and any renewals (the “Software”) that will include the following capabilities:
 - Electronic access from any Internet-capable computer, without restriction as to the number of simultaneous District users
 - Adding and changing service provider caseloads in the web-based program
 - Web-based treatment plan for The District service providers to report and document service data
 - Reset and unlock all users in the web-based program
 - Claim submissions
 - Standard and customized management reports to track claims submission, supporting documentation and revenue.

2. Training. MJC will provide training to The District’s service providers on procedures, documentation and the web-based software program. The documentation provided to The District describing the Software (the “Documentation”) shall include all technical and functional specifications and other such information as may be reasonably necessary for the effective use of the Software. Administrative staff will be trained on the use of the web-based software program. MJC will provide subsequent training from time to time as reasonably requested by The District on changes in federal/state program requirements, software upgrades and MJC policies and procedures. Procedures and Documentation will include, but not be limited to:
 - Covered services
 - Parent notification/parent consent
 - Individualized Education Program (“IEP”) review and annual updates
 - Documentation requirements
 - Billing forms and online data entry screens
 - Transportation
 - Office procedures
 - Proper documentation and preparation for and during an audit

3. Hardware and Software. MJC will provide, at its offices, the computer hardware and software necessary to provide the Services described in this Agreement.

4. Billing Documentation. The Software will provide a web-based treatment plan for The District service providers to report and document service data.
5. Software Upgrades. MJC will update the Software as necessary to comply with changes in Electronic Data Interchange (EDI) and State of Iowa Medicaid program policies and procedures. The Software shall be compliant with the Electronic Transactions and Code Sets of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) at all times during the term of this Agreement, including any renewals.
6. Help Desk Support. MJC will provide same day response to help desk inquiries. MJC provides technical support/help desk via the phone, e-mail, video-conferencing and/or on-site support for system administrative functions should the need occur.
7. Equipment. MJC is not obligated to provide any equipment to The District. The only equipment necessary for this system is a computer with Internet access which will be provided by The District.
8. Data Security. MJC encrypts all billing and The District-related data and utilizes Secure Socket Layer (SSL) certificates. MJC maintains updated virus and password protection of all transactions. MJC houses all production servers at multiple data center locations for security and to provide continuous service consistent with industry standards.
9. Data Retention: MJC encrypted data will be retained for a five (5) year period on their secure and private server databases.
10. Claims Processing. MJC will process and submit claims each month to Iowa Medicaid Enterprise (IME) for primary and preventative services and special education services as defined by the Local Education Agency (“LEA”).
11. Remittance and Status Report. MJC will provide access to remittance reports and claims information to The District after claims have been processed.
12. Claims Reconciliation. MJC will reconcile all claims and will promptly use its best efforts to investigate, correct, and pursue claims rejected by IME.
13. Consultation. MJC will provide ongoing consultation and communication with IME, the Department of Education, the Department of Health Services, and the state fiscal intermediary to enhance The District’s participation in the Medicaid programs. MJC will provide informational updates on The District Medicaid programs.

The District Responsibilities

14. Eligibility. The District shall obtain eligibility data from the Area Education Agency (“AEA”) and provide this information to MJC. This may be obtained from the IDEA web site.
15. Certification. The District shall maintain the National Provider Identifier (NPI) and the Medicaid provider certification.
16. Licensed/Certified Staff. The District shall certify that all personnel providing services billed through the Software have the necessary Iowa certifications and/or licenses to submit such claims. These standards are set forth in Iowa Department of Education rule 281, Iowa Administrative Code 41.8 (256B), to the extent that their certification or license allows them to provide services. Practitioners

shall meet the Board of Educational Examiners' Licensure or recognition requirements for the position. Additionally, practitioners are required to hold a professional or occupational license, certificate or permit if they do not hold a Board of Educational examiner's licensure.

17. Training Attendance. The District service providers' training is typically scheduled for up to 2 hours. All providers are required to attend the training session.
18. Authorization. The District will generate the student eligibility, parent notification/parent consent letters, billing logs, and any/all other related authorizations necessary to bill for services.
19. Data Entry/Documentation. The District shall be responsible for entering billing information into the MJC billing system.

Other Terms and Conditions

20. Fees and Invoicing. MJC will be compensated for the Services as follows:

Medicaid Billing: The District will pay a fee of 3.5% of net revenues received by The District.

Invoicing: MJC will invoice The District monthly, payable within 30 days of receipt. Finance charges of 1.5 % per month will be applied to any undisputed outstanding balance.

21. Liability. Neither party shall be liable to the other for any indirect, incidental, special, exemplary, punitive or consequential damages, whether in tort, contract, strict liability or otherwise.
22. Indemnification. MJC agrees to defend, indemnify and hold The District and its officers, directors, employees, agents, affiliates, successors and assigns (each, an "indemnified Party") harmless against and from any and all damages, interest, penalties, costs and fees (collectively, "damages") proximately caused by (1) any negligent or more culpable act or omission by MJC in connection with MJC's performance of its obligations under this Agreement; or (2) any failure by MJC to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement. In the event any actions or proceedings are commenced against an Indemnified Party for which it may seek to be defended, indemnified or held harmless under this paragraph, the Indemnified Party shall, within ten (10) days of the commencement of the action or proceeding, notify MJC in writing. The Indemnified Party shall cooperate with MJC in MJC's defense of such action or proceeding.
23. Effective Date. This Agreement shall be effective on July 1, 2021.
24. Term and Termination. This Agreement shall be for a one-year term. Either party may provide written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding any other provision herein, this Agreement may be terminated for cause by either party based on a material breach by the other party of this Agreement, with thirty (30) days prior written notice to the other party; provided, that the breach is not cured during the thirty (30) day notice period.

Either party may terminate this Agreement if the other party: (i) becomes insolvent or admits inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not dismissed

or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

The rights and obligations of the parties set forth in this Section 22 and Sections 19, 24 and 26, and any right, obligation or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

25. Warranties. MJC warrants and represents that:

- (1) It shall provide the Services in a skillful, professional and workmanlike manner by qualified personnel exercising care, skill and diligence consistent with the applicable practices in the industry, and in accordance with the terms and conditions of this Agreement and the Documentation;
- (2) It is the sole and exclusive legal and beneficial owner of the entire right, title and interest in and to the Software, including all intellectual property rights relating thereto, and that use of the Software will not infringe or otherwise violate the intellectual property rights or other rights of any party;
- (3) Neither its grant of the Software license, nor its performance under this Agreement: (i) does or will at any time conflict with or violate any applicable law; (ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or (iii) require the provision of any payment or other consideration to any third party; and
- (4) All Services provided hereunder are and will be in compliance with all applicable laws.

Except as set forth in this Agreement, MJC disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

26. Force Majeure. Neither party shall be liable for any failure or delay in performance hereunder to the extent such failure or delay results from causes beyond such party's reasonable control, including but not limited to accidents, breakdowns, strikes, work slowdowns, sabotage, riots, war, disease, any act of government, acts of God or public enemy, or other causes and conditions, whether or not voluntarily assumed.

27. Ownership. The Software shall at all times remain the sole and exclusive property of MJC, including, without limitation, all copyrights, trademarks, service marks, patents, trade secrets, and any other proprietary rights. The District's use of the Software shall be solely for the purpose of submitting billing to the Iowa Medicaid program, and The District shall have no right to use the software for any other purpose. The District shall have no right to grant any sublicense or other rights with respect to the software.

28. Confidentiality. Each party shall hold the other party's Confidential Information in confidence and will not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as necessary to perform under this Agreement. "Confidential Information" means any information that a party designates in writing as confidential or which, based on the circumstances surrounding disclosure, should reasonably be known to be confidential, and also includes all District-provided billing and school-based services-related data. Without limiting the

foregoing, each party shall treat the Confidential Information of the other party with at least the same degree of care it uses to prevent the disclosure of its own Confidential Information, but in no event less than reasonable care and in compliance with all applicable state and federal laws. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the Confidential Information. Upon termination of this Agreement or the request of the party that disclosed the Confidential Information, each party shall return all copies of any Confidential Information to the disclosing party.

Confidential Information shall not include information that the receiving party can prove (a) was generally available to the public at the time it received the information from the disclosing party, (b) was known to it, without restriction, at the time of disclosure by the disclosing party, (c) is disclosed with the prior written approval of the disclosing party, (d) was independently developed by it without any use of the Confidential Information, (e) becomes known to it, without restriction, from a source other than the disclosing party without a duty of confidentiality to the disclosing party, or (f) is disclosed in response to an order or requirement of a court, administrative agency, or other governmental body; provided, however, that (i) the receiving party must provide prompt advance notice of the proposed disclosure to the disclosing party and (ii) any Confidential Information so disclosed shall otherwise remain subject to the provisions of this Section 26.

29. **Notices.** All notices and other communications related to this Agreement shall be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this section):

If to MJC, to: Lisa Mueller
2448 South 102nd Street, Ste. 340
Milwaukee, WI 53227-2141

If to The District, to:
Wendy Parker
2500 Edgewood Road NW
Cedar Rapids, IA, 52405

Notices sent in accordance with this section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

30. **Miscellaneous.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior representations, warranties, agreements and other understandings, oral or written, between the parties with respect to the subject matter hereof. No amendment, waiver or discharge of these terms will be valid unless in writing and signed by both parties. MJC shall not assign its rights or obligations under this Agreement without the prior written consent of The District. This Agreement and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Iowa, without regard to conflict of laws provisions. Any suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal or state courts located in Linn or Black Hawk County, Iowa, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

MJ Care, Inc.

By: _____
Lisa Mueller
VP of Operations

Date

The District

By: _____
Wendy Parker
Executive Director for Special Services

Date

CONSENT AGENDA

**BA-22-022 Tabulation - Cellular Phone Service – 2021-2023 School Years
(Jeff Lucas/Carissa Jenkins)**

Exhibit: BA-22-022.1

Action Item

Pertinent Fact(s):

The District's current Cellular Services contract expires on June 30, 2021. CRCSD received 3 bids for the specified cellular phone service, and the recommended vendor is T-Mobile.

Recommendation:

It is recommended that the Board of Education approve the Tabulation – Cellular Phone Service to T-Mobile for the 2021-2023 School Years.

2 Year Cost Projection based on 80 smart phones, 80 basic phones (avg. 75 minutes of talk), & 10 hotspots			
	T-Mobile	US Cellular	Verizon
SmartPhone Cost	\$0.00	\$0.80	\$0.00
Charger Cost	\$0.00	\$1,140.00	\$0.00
SmartPhone Plan \$	\$47,328.00	\$67,180.80	\$97,248.00
Basic Phone Cost	\$0.00	\$64.00	\$0.00
Basic Phone Plan \$	\$24,480.00	\$7,200.00	\$36,000.00
Hotspot Cost	\$0.00	\$1.00	\$0.00
Hotspot Plan \$	\$7,140.00	\$9,360.00	\$9,597.60
2 YEAR TOTAL \$	\$78,948.00	\$84,946.60	\$142,845.60

CONSENT AGENDA

**BA-22-023 Tabulation- Classroom Interactive Projector Replacement – Elementary Schools
(Craig Barnum/Jeff Lucas/Carissa Jenkins)**

Exhibit: BA-22-023.1

Action Item

Pertinent Fact(s):

1. A part of the 3-year Technology plan is the replacement of outdated classroom projectors at our elementary schools which will improve the classroom audio-visual package with document cameras and whiteboards. The new projectors include mirror casting features and use laser projection technology for better picture quality and longevity.
2. CRCSD received 3 bids for the select classroom projectors and the recommended vendor is Tierney.

Recommendation:

It is recommended that the Board of Education approve the Tabulation – Classroom Interactive Projector Replacement – Elementary Schools to Tierney.

Bid Tabulation - Interactive Projectors with mount

Vendors providing Bids (as requested)

	Qty	<u>CDWG</u>	<u>Sterling</u>	<u>Tierney</u>
Epson Brightlink 725Wi Projector with Wall Mount	155	\$1,795.19	\$2,054.00	\$1,528.00
Total Cost		\$278,254.45	\$318,370.00	\$236,840.00

CONSENT AGENDA

**BA-22-024 Appointment of MIIP Board Members and Board Alternates – 2021-2022 School Year
(Linda Noggle)**

Action Item

Pertinent Fact(s):

1. The Metro Interagency Insurance Program (MIIP) is a group of school districts and educational institutions that incorporated to pool the purchase of health insurance for its employees and their families. The participating members in the corporation are Cedar Rapids Community Schools, Linn-Mar Community Schools, Marion Independent Schools, College Community Schools, Grant Wood Area Education Agency and Kirkwood Community College. The health insurance plan is a self-funded program.
2. Each member institution's Board is requested to appoint Board members of MIIP. There are eight MIIP Board members, two of which are reserved for the Cedar Rapids Community School District; one representing employees and one representing administration.

Recommendation:

It is recommended that the Board of Education approve the appointments of Linda Noggle and Tania Johnson as MIIP Board members and Karla Hogan and Eriec Colbert as Board member alternates for the 2021-2022 School Year.

CONSENT AGENDA

BA-22-025 **Agreement - Cedar Rapids Community School District and Grant Wood Area Education Agency - Teacher Leadership Support - 2021-2022 School Year (Nicole Kooiker)**

Exhibit: BA-22-025.1-2

Action Item

Pertinent Fact(s):

1. CRCSD has collaborated with Grant Wood Area Education Agency (GWAEA) to support the development of teacher leaders within the Teacher Leadership and Compensation system for the past four years.
2. GWAEA will provide principals and teacher leaders with professional development around the use of a formative assessment tool (Kiano) in order for buildings and the district to track teacher leader and teacher growth around coaching and the New Art and Science of Teaching instructional model.
3. Funding to GWAEA for the services is provided for the 2021-2022 School Year.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Grant Wood Area Education Agency - Teacher Leadership Support for the 2021-2022 School Year.



GRANT WOOD
AREA EDUCATION AGENCY

4401 Sixth Street SW
Cedar Rapids, IA 52404-4499
(319) 399-6700
Iowa WATS (800) 332-8488
FAX (319) 399-6457
TDD (319) 399-6766
www.aea10.k12.ia.us

**Teacher Leadership Support Agreement
between
Grant Wood Area Education Agency
and
Cedar Rapids Community School District
2021-22**

This Agreement is entered into by and between the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA," and the Cedar Rapids Community School District, hereinafter referred to as "School District."

The purpose of this agreement is to implement a comprehensive Lead Coach Development Model utilizing GWAEA Induction Consortium leadership team members and support efforts to improve student learning through the development and retention of highly effective teachers.

Services to be provided under this Agreement shall begin on July 1, 2021 and terminate on June 30, 2022. However, this Agreement may be amended at any time by mutual agreement of GWAEA and School District. Renewal of this agreement is to be determined on or before March 1, 2022, unless extended by mutual agreement. This Agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

GWAEA agrees to:

1. Use NTC Instructional Coaching Program Standards to design and formatively assess and support program implementation.
2. Utilize formative assessment tools and materials aligned with the Iowa Teaching Standards and/or district-identified instructional framework and district goals to promote teacher development.
3. Support Lead Coach and Instructional Coach formative assessment system to collaboratively assess Lead Coach and Instructional Coach growth and accountability.
4. Coordinate collaboration among all stakeholders to ensure implementation and impact measures are developed and monitored to reach Grant Wood Induction Consortium and District goals and expectations.
5. Invoice School District for services under this Agreement on or around January 15, 2022, and June 1, 2022.

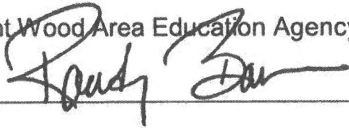
School District agrees to:

1. Use a Lead Coach and Instructional Coach formative assessment system to collaboratively assess Lead Coach and Instructional Coach growth and accountability.
2. Commit to in-field support of Instructional Coaches (strategic planning, formative coaching observations, analysis of teacher development etc.) being solely provided by the Lead Coach(es)
 - a. Develop clear delineation of roles and responsibilities of in-district supports (i.e. administrators, curriculum director, etc.) for district instructional coaches and lead coach(es).
3. Provide a Teacher Leader Support Liaison to:
 - a. Conduct ongoing communication with GWAEA program leaders.
 - b. Create and facilitate meetings with district TLC team.
 - c. Collect data aligned with program evaluation.

- d. Collaborate with other district administrators to align instructional coaching program with district initiatives.
- 4. Provide access to relevant data for program evaluation and research.
 - a. Teacher, coach, and lead coach practice data such as self-reported assessment and goal-setting aligned to the district's chosen instructional framework.
 - b. Student achievement data such as reading and math scores on the Iowa Assessments and demographic information for students in grades 3 through 8, linked to their teacher, for all students in participating districts.
 - c. Allow participating teachers to receive an annual survey. Endorse the survey and support efforts to ensure a high response rate.
 - d. Allow in-field observations of a sample of instructional coaches and lead coach(es).
- 5. Commit to supporting the teacher and coach inquiry cycles
- 6. Commit to principal involvement and communication with District Teacher Leader Support Liaison and GWAEA Program Lead.
- 7. Provide funding to GWAEA for each participating instructional coach, based on the following fee schedule:
 - a) \$6,800 (\$1700 x 4 participating lead coaches).
- 8. Provide payment under this agreement within thirty (30) days of receipt of invoices from GWAEA.

Grant Wood Area Education Agency

Cedar Rapids Community School District



06-09-21

Date

Board President

Board President

Date

Grant Wood Area Education Agency extends equal opportunities in its employment practices, educational programs and services, and does not discriminate on the basis of color, gender, race, national origin, religion, creed, age, sexual orientation, gender identity, marital status, disability, veteran status or as otherwise prohibited by law. If you believe you or your child has been discriminated against or treated unjustly, please contact the Agency's Equity Coordinator, Maria Cashman, at 319-399-6847 or 800-332-8488, Grant Wood AEA, 4401 Sixth St SW, Cedar Rapids, IA 52404.

CONSENT AGENDA

BA-22-026 Resolution - Inter-Fund Loans - 2021-2022 School Year (David Nicholson)

Exhibit: BA-22-026.1

Action Item

Pertinent Fact(s):

The on-going Resolution allows the Board Treasurer to make loans as necessary between any District funds to cover temporary cash shortages. The fund making the loan shall be paid the current investment interest rate.

Recommendation:

It is recommended that the Board of Education approve the on-going Resolution - Inter-Fund Loans for the 2021-2022 School Year.

PROVIDING FOR INTER-FUND LOANS

WHEREAS, the Cedar Rapids Community School District, in the County of Linn, State of Iowa, (the "School District") anticipates the potential of a shortage from time to time in its funds during the 2021-22 fiscal year and in lieu of borrowing money from banks or other financial institutions to make up such deficits, desires to provide for inter-fund loans from its other funds from time to time.

NOW, THEREAFORE, Be It Resolved by the Board of Directors of the Cedar Rapids Community School District as follows:

Section 1. That the Treasurer of the School District is hereby authorized to borrow from time to time from the following District funds for purposes of making up deficiencies in District funds and paying the operating costs and expenses of the School District.

- General Fund,
- Day Care Fund,
- Management Fund,
- Regular Physical Plant and Equipment Levy Fund,
- Voter approved Physical Plant and Equipment Levy Fund,
- Secure an Advanced Vision for Education Tax, (SAVE) Fund, &
- Food and Nutrition Fund

All such borrowings shall be at a rate of interest determined by the Treasurer to be fair and consistent with the investment rates, which may be otherwise available for such funds.

Section 2. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of July, 2021.

President, Board of Directors

Attest:

Board Secretary

CONSENT AGENDA

BA-22-027 Agreement – Cedar Rapids Community School District and Obelisk Consulting Services for Innovative Programming and Magnet Schools – 2021-2022 School Year (Adam Zimmermann)

Exhibit: BA-22-027.1-2

Action Item

Pertinent Fact(s):

1. Obelisk Consulting (Doreen Marvin) continues to provide professional learning, coaching, program auditing, and reviews for our magnet schools.
2. The purpose of services is to support the sustainability for the 5 magnet schools of Cedar Rapids Community School District by supporting the District’s systems approach to innovation.
3. In SY21-22, Doreen Marvin will coach and support school teams at Cedar River Academy, Johnson STEAM Academy, Kenwood Leadership Academy, McKinley STEAM Academy, and Roosevelt Creative Corridor Business Academy in the following areas:
 - a. Magnet Coordinators throughout the year supporting curriculum and theme integration and designing capacity building professional learning as identified in the 3-year action plans
 - b. Support the development of the 3-year plans for KLA and RCCBA
 - c. Supporting the planning and editing of the district’s USDOE Magnet Schools Assistance Program grant application
 - d. Student enrollment
 - i. Marketing
 - ii. Recruitment strategy per school
 - iii. Student seat management
 - iv. Lottery- working with Novus Choice

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Obelisk Consulting Services for Innovative Programming and Magnet Schools – 2021-2022 School Year



PROPOSAL FOR THE 21-22 SCHOOL YEAR

August 15, 2021 to June 15, 2022

MAGNET SCHOOLS' SUPPORT

Submitted by Doreen Marvin, President and Director of Education Services

Purpose: To support sustainability for the 5 magnet schools of Cedar Rapids Community School District by supporting the district's systems approach to innovation.

Priorities for the year work plan:

- To consult with and offer technical assistance for:
 - Magnet Coordinators throughout the year supporting curriculum and theme integration and designing capacity building professional learning as identified in the 3-year action plans
 - Support the development of the 3-year plans for KLA and RCCBA
 - Supporting the planning and editing of the district's USDOE Magnet Schools Assistance Program grant application
 - Student enrollment
 - Marketing
 - Recruitment strategy per school
 - Student seat management
 - Lottery- working with Novus Choice

- All work is planned to be implemented remotely; should on-site work be necessary travel expenses will be reimbursed in addition to the daily rate
- 8 days at \$2,500.00 per day
- Discount of \$5,000.00 applied to recognize the long-term relationship between CRCSD and Obelisk Consulting Services, Principal Consultant, Doreen Marvin
- **Total cost: \$15,000.00**

Doreen Marvin,
President Obelisk Consulting Services

Cedar Rapids Community Schools

Date: _____

Date: _____

CONSENT AGENDA

**BA-22-028 Preliminary Approval - Kingston Stadium - Maintenance Shop Project
(Jon Galbraith)**

Exhibit: BA-22-028.1

Action Item

Pertinent Fact(s):

1. The Administration herewith submit specification, and form of contract for Cedar Rapids Community School District - Kingston Stadium - Maintenance Shop Project.
2. Schedule leading to award of contract:

Notice to Bidders	Publish	July 13, 2021
Receive Bids	2:30pm	July 29, 2021
Notice of Public Hearing	Publish	August 4, 2021
Hold Public Hearing	5:30pm	August 9, 2021
Award Contract	5:30pm	August 9, 2021
3. The project consists of the construction of a new maintenance shop at Kingston Stadium. The Architect's estimate for construction is \$1,408,050.00, and the funding source for the project is PPEL.

Recommendation:

It is recommended that the Board of Education approve the Preliminary Documents and Schedule for the Kingston Stadium - Maintenance Shop Project.



July 6, 2021

Mr. Jon Galbraith
Construction Projects Supervisor, Building and Grounds
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

RE: Probable Cost of CRCSD 2021-22 Kingston Maintenance Shop

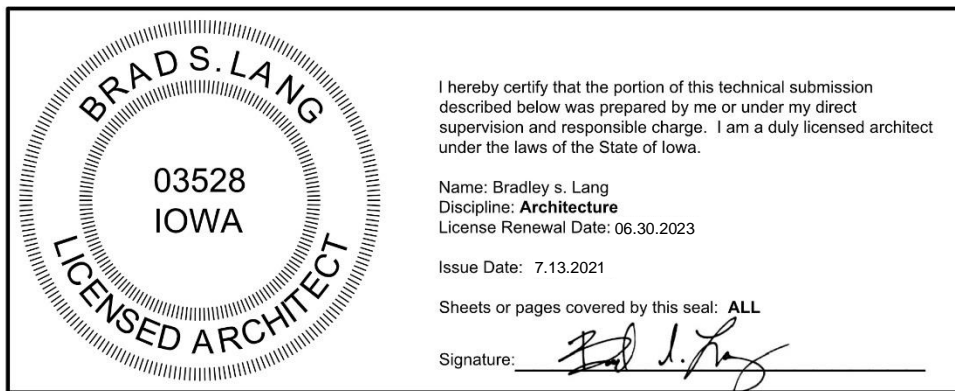
Dear Jon:

In accordance with Iowa Code 38.3(2), the total probable cost of labor, materials, equipment, and supplies (excluding architectural & engineering design and construction services) for the above-mentioned project is as follows:

Total Estimated Cost of Construction: \$1,408,050.00

Respectfully,

Bradley s. Lang, AIA
Solum Lang Architects



Copy: Traci Rozek, CRCSD

*The Architect, as a design professional familiar with the construction industry, has prepared the Opinion of Probable Construction Costs. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market, or negotiation conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Opinion of Probable Construction Costs.

CONSENT AGENDA

BA-22-029 **Approval - Annual Renewal Insurance Coverages Paid from Management Fund sources including: Property, Casualty, Liability, Workers Compensation and Equipment Breakdown Insurance – 2021-2022 Fiscal Year (David Nicholson)**

Exhibit: BA-22-029.1-29

Action Item

Pertinent Fact(s):

1. On July 1st of each year, the District renews all insurance coverages paid from Management Fund sources. Ms. Cassie Daley, the District's Insurance Representative with the Accel Group helps coordinate the District's insurance coverages including the following major classes:
 - a. The IASB-EMC Safety Group program - Property, Casualty & Liability Insurance program
 - b. Specialty Underwriters - Equipment Breakdown Insurance program
 - c. United Heartland – Workers Compensation program
 - d. Axis- Cyber Liability Insurance

2. The annual insurance report provides a summary of insurance coverages for FY2022 as well as loss experience results and State-wide comparisons. Also provided is a comparison of the current costs of all lines of insurance coverage with the quoted rates for renewal in the upcoming fiscal year.

Recommendation:

It is recommended that the Board of Education approve the Renewal of Insurance Coverages Paid from Management Fund sources including: Property, Casualty, Liability, Workers Compensation and Equipment Breakdown Insurance – 2021-2022 Fiscal Year.

July 1, 2021



Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

RE: Fiscal Year 2022 Insurance Renewal

Members of the Cedar Rapids Community School District Board of Education,

The last two years have been interesting, to say the least. From COVID-19 to hail to derecho, not only have these events impacted every aspect of our daily life and business, but they have also had a significant impact on the insurance market in Iowa. Fortunately, the Cedar Rapids Community School District's insurance program is largely made up of coverages within the Iowa Association of School Boards (IASB) Safety Group Insurance Program. The IASB Safety Group Insurance Program recognizes the unique exposures, liabilities, and hazards that a school district faces. They have a 45-year, proven history of continuous coverage improvement and comprehensive coverage development, designed specifically for Iowa schools. To date there are approximately 320 members of the IASB Safety Group Insurance Program.

EMC Insurance Companies, an Iowa based insurance carrier, writes the program coverages. EMC Insurance Companies is an A (Excellent) rated carrier, which is important to review each year to verify the district's insurance company is financially stable and fully capable of handling any losses that may arise. Also, having an Iowa based carrier helps ensure the premium dollars, paid by IASB members, stay in Iowa, which help support the local tax base.

Additional advantages for members include, but are not limited to:

- **NO FUTURE PREMIUM ASSESSMENTS**

Premiums are quoted and set for the year, EMC Insurance Companies will not come back and try to collect for losses paid out during the fiscal year. The only events that could cause a change in premium would be because of a specific coverage change request from the district.

- **UNLIMITED LOSS CONTROL SERVICES**

EMC Insurance Companies will provide unlimited in-person and online loss control services at no additional cost. This past year, the Cedar Rapids Community School District has been able to utilize these services for a handful of traffic flow studies, air quality and mold remediation investigations and safety presentations to specific work groups.

- **PROGRAM DIVIDEND**

All profits that EMC Insurance Companies earns from the IASB Safety Group Insurance Program are capped. Once EMC's commitments are met, they return all remaining profit to members in the form of a dividend. There have been over \$96 million in dividends returned to districts since program inception.

What influences insurance coverage, limits, deductibles/retentions, and rates for the Cedar Rapids Community School Districts insurance?

- Cedar Rapids Community School District Claim Experience
- IASB Safety Group Insurance Program Claim Experience
- Insurance Carrier (EMC Insurance Companies) & Industry Claim Experience (Market Conditions)

I'm going to speak to each of these areas by coverage line in the paragraphs to follow.

PROPERTY

The August 20, 2020, derecho storm that swept across the middle of the state, wreaked havoc on many of the Cedar Rapids Community School District buildings. As of today, the derecho claim total is sitting at just over \$50 million. This would include all 36 district buildings that were impacted, less the new West Willow Elementary as that building was covered under a Builders Risk policy. A claim of this magnitude definitely played a part in the insurance pricing for the Property coverage for Fiscal Year 2022. However, the District also suffered damage from the hailstorms at the end of Fiscal Year 2020 that impacted pricing as well.

The last five years of Property claims for the district are reflected in the chart below:

Fiscal Year	Total Incurred	# Claims Paid	Additional Information
2021	\$51,531,224	2	Derecho Storm Damage – District Water Damage – Jefferson High School
2020	\$394,999	1	Hailstorm Damage – Harding Middle School Hailstorm Damage – Hiawatha Elementary
2019	\$0	0	
2018	\$197,165	4	Bathroom Fire – Arthur Annex Kiln Fire – Hiawatha Elementary Gym Floor Water Damage – Taft Elementary Wind Damage – Jefferson Softball Fields
2017	\$21,468	2	Lightning Strike – ELSC Waterline Freeze – Harding Middle School

The IASB Insurance Program had 14 separate districts sustain over one million dollars in damage from this storm alone!

Many insurance carriers are mandating separate wind and/or hail deductibles on all their property policies after this storm. Thankfully, EMC Insurance Companies was willing to work with us to avoid this separate deductible for the Cedar Rapids Community School District.

LINEBACKER/PUBLIC OFFICIALS & EMPLOYMENT PRACTICE LIABILITY

Linebacker, or Public Officials Liability, including Employment Practice Liability is the coverage line that provides professional liability coverage and defense for teachers, staff and the Board of Education of the Cedar Rapids Community School District. This policy would cover claims such as discrimination, harassment, wrongful termination, civil rights allegations, and Iowa Department of Education complaints.

The chart below gives a five-year history of the Cedar Rapids Community School District (CRCSD) Linebacker Experience and the IASB Safety Group’s experience. These claims are taking longer to settle, are seeing increased award settlements due to social inflation, and are becoming more prevalent in the education arena:

Fiscal Year	CRCSD Experience			IASB Safety Group Experience	
	Total Incurred	# of Claims	Retained by CRCSD	Total Incurred	# of Claims
2021	\$11,000	2	\$9,000 1 Open Claim	\$2,800,004	90
2020	\$23,500	3	\$11,519 2 Open Claims	\$2,443,082	130
2019	\$110,421	10	\$34,258 1 Open Claims	\$2,241,910	144
2018	\$10,540	8	\$46,389 0 Open Claims	\$2,159,668	179
2017	\$0	6	\$13,871 0 Open Claims	\$2,001,951	139

One item to note on the Linebacker chart above is the column for “Retained by CRCSD”. This column shows the deductible/retention that the district has had to pay from these claims, as well as the open claim count. The Cedar Rapids Community School District carries a \$25,000 deductible on this line of coverage so its important to note the open claims and the impact they could have on the district.

BUILDERS RISK

As of July 1, 2021, EMC Insurance Companies has a new Builders Risk coverage form. This new form is changing the way they rate Builders Risk (new construction) coverage for all their clients, not just those in the IASB Safety Group. This realignment of rating makes the Builders Risk rates more closely match the rates EMC is charging on the Property and expands coverages available.

These changes came after EMC suffered several losses to this line of coverage last year. The August derecho storm caused over \$5.5 million in losses to the IASB Safety Group Builders Risk and Inland Marine coverage alone. Due to losses and this rate change you will see a significant increase in the Inland Marine premium renewal. I was able to get EMC to offset some of this premium increase in the Auto and General Liability lines.

UMBRELLA & EXCESS LIABILITY

I mentioned the term “social inflation” above in the Linebacker section, this term is being widely used in the insurance industry to describe the large increases in insurance claims based on higher jury awards, plaintiff friendly legal decisions, social trends, changing views on litigation, compensation increases, and broader contract interpretations. When a claim occurs, insurance companies are now having to reserve larger amounts of funding to help pay potential claims. This, in turn, is causing the insurance company to now purchase reinsurance or buy additional reinsurance to help cover these large losses. The Umbrella and Excess Liability policies both fell victim to the increase in reinsurance coverage this year for EMC Insurance Companies.

When you look at the chart below you can see how the total annual claim payments, in the IASB Safety Group alone, have increased year after year (Prior to Fiscal Year 2017 the average annual claim total was roughly \$22 million per year.)

Fiscal Year	IASB Safety Group Total Incurred
2021 (As of 6/17/2021)	\$144,038,095
2020	\$41,282,187
2019	\$39,859,191
2018	\$35,645,513
2017	\$39,572,784

CYBER LIABILITY

The Cyber Liability policy took the biggest jump in premium this renewal. The cause was not due to claims specific to the Cedar Rapids Community School District, but by claims happening every second of every day to businesses across the world. Hackers are getting smarter, and their demands are getting higher.

Ransomware is the top reason for Cyber premiums increasing. Ransomware is a form of malware that targets your critical data or computer systems for extortion or publication. Hackers will either lock your system so you no longer have access, or they may encrypt your files making them inaccessible. The average amount paid in ransomware over doubled the last year from just over \$40,000 per attack to now over \$84,000! (This is just to get back your own personal information and files!)

Rising costs of response and notification are also tied to the increase in cyber liability premiums. Hiring forensic and legal experts is often required to make sure you are legally complying with the situation and the various state requirements. This has added to the claim payment being made by carriers – and thus increasing premiums. When looking across the marketplace for optional Cyber Liability quotes, cfc (the district’s current cyber carrier) still had the best coverage for the lowest premium for the Cedar Rapids Community School District.

WORKERS COMPENSATION

Having faculty working from home and in remote locations had at least one positive impact – it helped reduce the number of Workers Compensation claims in Fiscal Year 2020 and 2021! Every year, the Accel Group does a full evaluation of the Workers Compensation program. We analyze if the Large Deductible Program is still the best fit for the district or if another program would be better. In that analysis, two major factors come into play:

- **EXPERIENCE MODIFICATION FACTOR**

Effective July 1, 2021 (for Fiscal Year 2022), the District’s Experience Modification is 0.43. This means that the district is experiencing claims less than the industry average and is taking advantage of a 57% credit because of your great experience. Congratulations! (A value of 1.00 is average, meaning the frequency and severity of claims equals what is expected by the National Council on Compensation Insurance (NCCI). Experience Modifications over 1.00 result in debited premium and under 1.00 result in a credit premium.)

- **LARGE DEDUCTIBLE CREDIT**

Effective July 1, 2021 (for Fiscal Year 2022), the District’s Large Deductible Credit will be 0.3150. Because the Cedar Rapids Community School District is on a large deductible plan – \$250,000 deductible per claim, subject to a \$2,000,000 aggregate – the insurance company offers an additional credit in recognition of the first dollar claims that the district pays each year.

Factoring in both the Experience Modification and Large Deductible Credit has made the Large Deductible Plan still the best option for the Cedar Rapids Community School District for Fiscal Year 2022.

Fiscal Year	Total Incurred	Experience Modification	Large Deductible Credit
2021	\$496,952.06	0.56	0.337
2020	\$1,228,715.98	0.77	0.536
2019	\$1,065,657.57	0.86	0.610
2018	\$926,206.50	1.15	0.691
2017	\$791,331.70	1.15	0.681

Moving into Fiscal Year 2022, there are several items the Accel Group is looking forward to helping the Cedar Rapids Community School District with:

- **SAFETY COMMITTEE MEETINGS**

Working to make the meetings more engaging and hands-on to allow department managers to take information and training examples back to their teams.

- **WALK SAFE CAMPAIGN**

Accel partnered with the district’s Workers Compensation carrier, United Heartland, last year to provide the Transportation Department employees with sand/salt shakers that they could utilize during winter months to help with slips, trips and falls. We have more shakers and will be handing them out to all the buildings for the engineers and faculty to use this winter as well.

- **DEPARTMENT SAFETY TRAININGS**

Accel would like to have our Loss Control Team, EMC Insurance Companies and United Heartland Insurance company get in front of each department to conduct at least one in-person safety training specific to that team during Fiscal Year 2022.

We recognize that getting everyone together is a daunting task so may need to hold a couple different sessions. However, we feel it is important that we customize the training based on the exposures each department faces.

- **SAFETY POSTERS**

We will be creating safety posters that each building can put up on a quarterly basis. This idea was generated out of a safety committee meeting. Accel will focus on school related topics, that are written on a third grade reading level. That way the students can help keep safety on the fore front as well!

We are always researching new methods that we can help keep the Cedar Rapids Community District safe and keep insurance costs down. The Accel Group values our long-standing relationship with the Cedar Rapids Community School District, and we look forward to working together in Fiscal Year 2022.

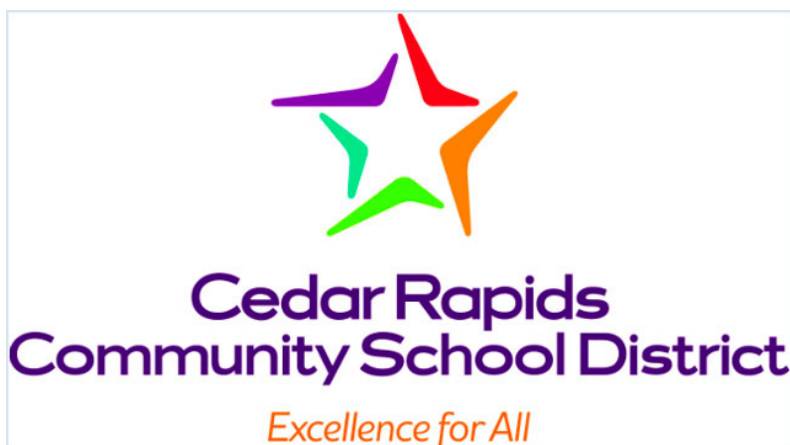
Please find the following enclosed for your review:

- Fiscal Year 2022 Accel Insurance Summary
- Fiscal Year 2022 Accel One Page Summary
- Premium Worksheet – Comparison of Cedar Rapids Community School District Fiscal Year 2021 & 2022 Insurance Premiums
- Premium & Loss Ratio Comparison for Cedar Rapids Community School District vs IASB Safety Group (Fiscal Year 2021 & 2022)
- Cedar Rapids Community School District Workers Compensation Experience Modification History
- Cedar Rapids Community School District IASB Safety Group Dividend History
- Cedar Rapids Community School District Flood Insurance Summary

Sincerely,

Cassie J. Daley

Cassie Daley CPCU, CIC, AU, AAI
The Accel Group



**Cedar Rapids Community School District
Insurance Proposal
2021-2022**

Presented by:
Cassie Daley CPCU, CIC, AU
The Accel Group
(319) 365-8611



DISCLAIMERS – The abbreviated outlines of coverage used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. Please read your policy for specific details of coverages. By authorizing The Accel Group to provide the services described herein, customer agrees to all terms contained in this proposal. Refer to the coverage forms contained within your insurance policy for complete coverage descriptions, conditions, limits, exceptions and exclusions.

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The Accel Group is a risk management agency focused on providing insurance solutions, strategic counsel, employee benefits and financial services to partners of all sizes, from individuals to enterprises.

We take a proactive approach to a reactive concept by focusing on the client, not the commodity. This means offering innovative customized products and solutions that are uniquely packaged to accelerate client success by focusing on mitigating the risk up front.

With offices in Cedar Falls, Cedar Rapids, Coralville, Waverly and West Des Moines, we combine a sophisticated work ethic and personal touch with unparalleled resources to provide peace of mind for our clients' bottom line.

Our Pledge to You

- Commitment – We are a results driven risk management agency dedicated to excellence.
- Relationships – Founded on trust, we foster strong relationships with our clients and carriers.
- Integrity – Our actions reflect our principles. We strive to exceed your expectations.
- Community – We are committed to giving our time and resources back to individuals and organizations that need our help.

Recognition

- Awarded one of **WESTERN NATIONAL'S CIRCLE OF EXCELLENCE AGENCIES** in 2020 by Western National Insurance Group
- Recognized as an **EMPLOYER OF CHOICE IN 2018** by the Greater Cedar Valley Alliance and Chamber
- Named **#1 IN NEW BUSINESS WRITTEN** in 2017 by Auto-Owners Insurance.
- Awarded **2017 BUSINESS OF THE YEAR** by the Greater Cedar Valley Alliance & Chamber.
- **SAFETY & HEALTH MAGAZINE** recognized Tim Gassmann, President as a 2017 **"CEO'S WHO GET IT"** which is the National Safety Council's annual recognition of leaders who demonstrate a personal commitment to worker safety and health.
- Featured Agency in **"ROUGHNOTES"** magazine in December 2015.
- Recognized as a Des Moines Register **TOP 100 WORKPLACE** in Iowa in 2015 and 2016.
- Awarded the **"CORRIDOR WORKSITE WELLNESS AWARD"** by the Corridor Business Journal in 2016. This award recognizes businesses who put forth an effort to align with best practices in worksite wellness.
- Awarded **"BRAVO AWARD"** in 2015 by the Cedar Rapids Area Metro Economic Alliance. This award is presented to unique, home-grown businesses in the Cedar Rapids Metro Area.
- Awarded **"AGENCY OF THE YEAR"** in 2009 by FEMA and the National Flood Insurance Program (NFIP). This award is given to an agency that markets, accurately underwrites, and assists in educating their community about flood insurance.

Giving Back

Since 2007, **ACCEL FOUNDATION** and the **ACCEL TRIATHLON** have given more than **\$300,000 TO LOCAL IOWA NONPROFITS AND FAMILIES**. The causes we support have one important commonality: they make a difference right here in Iowa.

A surety bond is an instrument under which one party (Surety Company) guarantees to another party (Owner) that a third party (Contractor) will perform a contract. When you need a surety bond program, we're here to help.

Contract Surety Bonds	
Bid Bonds	Maintenance Bonds
Performance & Payment Bonds	Supply Bonds

Information Needed for a Surety Bond

- The last three years of business year-end financial statements with completed and uncompleted job schedules
- Concurrent personal financial statements on all stockholders and/or owners
- Letter of recommendation from bank
- Current work on hand information
- A completed contractor's questionnaire

Commercial Surety Bonds	
Government, Federal & Public Office Bonds	These bonds are required of individuals and firms providing services to, or doing business with, the federal government.
Court Bonds (Probate, Fiduciary & Judicial)	These bonds are required of litigants to ensure payment of cost of the meeting of the other court ordered obligations.
License & Permit Bonds	These bonds are used to protect the financial and legal interest of the person or company for whom a project is being done.
Miscellaneous Bonds	These are bonds that don't fit into any of the other categories. These bonds often support private and unique business needs.

Additional Services Available

As a full-service risk management, insurance and financial services agency, we can assist you with more than your commercial insurance, including:

Personal Insurance

By placing your personal insurance with us you'll gain the following advantages:

- In house claims service
- Potential for discounts
- Flexibility with underwriting guidelines
- Ease of doing business
- Worksite Quoting – We'll work with your employees to offer quotes on their insurance needs
- Educational Lunch 'n Learns – We'll provide the education at your next Lunch 'n Learn

Employee Benefit Services

We supply a complete menu with medical, dental, disability, life insurance and worksite products for small and medium-sized businesses. We can assist you with:

- Customized benefit plan designs and implementation
- Employee education and training assistance
- Consulting services
- Regulatory and compliance briefings

Financial Strategy

We can help you:

- Protect your earning power
- Determine your sources of income if you become disabled
- Cover your potential long-term care needs
- Create a financial legacy

We can help your business through:

- Key Employee Valuation and Key Employee Insurance
- Evaluating your needs and offering unique coverage, including buy-sell and business overhead coverage

Trusted Choice Agency

We are a *Trusted Choice** agency representing many insurance companies. If you are interested in any of our additional services, contact your Business Solutions Advisor or Account Manager.

*A Trusted Choice Agency are insurance and financial services firms whose access to multiple companies and commitment to quality service enable them to offer their clients competitive pricing, a broad choice of products and unparalleled advocacy.

Named Insured Schedule

The Names Shown Below Are Listed on Your Insurance Policy

Cedar Rapids Community School District

Cause of Loss: Special

COVERAGES

TOTAL BLANKET LIMIT – \$565,976,278

SEE STATEMENT OF VALUES ATTACHED

(Limit Is 90% Of Total Limits As Shown On Statement Of Values)

\$10,000 DEDUCTIBLE – REPLACEMENT COST/AGREED VALUE – 90% COINSURANCE

BLANKET EARTHQUAKE LIMIT – \$10,000,000

Subject to 10% Deductible

Endorsements

- **School Building & Personal Property Coverage Form**
- **Equipment Breakdown Coverage**
- **School Flood Coverage Endorsement** – Added As Covered Cause of Loss
\$150,000 Limit
\$5,000 Deductible (Unless Eligible For NFIP Then Max Available From NFIP Is Deductible)
Excludes Taylor Elementary School, ELSC Building & Grant Wood AEA
- **School Earthquake/Volcanic Eruption Endorsement** – Added As Covered Cause of Loss
\$150,000 Limit
\$5,000 Deductible
- **Blanket Limit of Insurance (Replacement Cost Plus)** – Blanket Limit Increased Up To 20% To Cover Loss
- **Green Upgrades Endorsement** – \$25,000 Additional Limit & \$10,000 For Related Expenses
Does Not Apply to Location 33 (Kingston Stadium), Location 34 (Tanager Place), Location 35 (Grant Wood AEA), Location 36 (Bertram), Location 38 (Sports Complex) Or Location 39 (Transition Center)
- **Property Off Premises & In Transit** – \$500,000 Limit, Subject To \$250 Deductible
- **Protective Safeguards Endorsement** – Automatic Sprinkler Systems

Coverage Written On: Occurrence

Coverage	Limits
General Aggregate Limit	\$4,000,000
Products/Completed Operations Aggregate Limit	\$4,000,000
Personal & Advertising Injury Limit	\$2,000,000
Each Occurrence	\$2,000,000
Damage to Premises Rented to You	\$100,000
Medical Expense Limit – Any One Person	\$5,000

Endorsements

- **Commercial General Liability Amendment – Schools**
Coverage Form Amended To Provide Coverage For Unmanned Aircraft Operations For School Activities
- **Colleges Or Schools – Limited Form**
Any Of The Following Are Included As An Insured But Only With Respect To Their Duties In Connection With Positions Described: Any Of Your Trustees Or Members Of Your Board Of Governors If You Are A Private Charitable Or Educational Institution; Any Of Your Board Member Of Commissioners If You Are A Public Board Or Commission; Or Any Student Teachers Teaching As Part Of Their Education Requirements
- **Abuse or Molestation Liability Coverage**
- **Camps Or Clinics Coverage** – Coverage For All District Sponsored Camps or Clinics
- **Pesticide/Herbicide Applicators Coverage** – For Maintenance Of School Grounds By Named Insured
- **Limited Contractual Liability Coverage** – Any Contract The Named Insured Enters Into For Lease of Premise
- **Governmental Subdivisions** – Includes As An Insured Any Elective Or Appointive Officer Or A Member Of Any Board/Commission/Agency While Acting Within The Scope Of Their Duties As Such
- **Tort Liability Of Governmental Subdivisions**
- **Intellectual Property Rights & Computer Use Liability (Iowa Schools):**
Those Sums Insured Becomes Legally Obligated To Pay Because Of Loss Arising Out Of “Matter” Including Infringement Of Intellectual Property Rights Of Others. Coverage Does Not Apply To Websites, Chat Rooms, Home Pages Or Internet Access For Others; Expected Or Intended Losses; Hacking, Criminal Actions, Contractual Liability; Workers Compensation; Employers Liability Or Employment Practice Liability
- **School Violent Event Response** – \$1,000,000 Each Event; \$1,000,000 Aggregate; \$25,000 Each Person
Protection For Unexpected Response Expenses Associated With A Violent Event – A Violent Event Is One That Is: Caused By An Intentional Criminal Act Or Series Of Acts; Involves The Use Of Physical Object Or Weapon, Other Than The Human Body, For The Purpose Of Causing Injury To Any Person; Results In At Least One Or More Persons, Other Than Perpetrator, Sustaining A Serious Bodily Injury Or Being Held Hostage. Can Provide Some Coverage On A No-Fault Basis For Certain Response Expenses Such As Death Benefits, Medical Expenses, Personal And/Or Group Counseling Services, Funeral Expenses Loss Of Income, Etc.
- **Fungi, Bacteria & Asbestos Exclusions**
- **Exclusion – Medical Payments To Children (Day Care Centers)**

Employment Benefits Liability

Coverage Written On: Claims Made Form

Coverage	Limits
Aggregate	\$4,000,000
Each Claim	\$2,000,000
Deductible	\$1,000

Linebacker Public Officials & Employment Practice Liability (EPLI)

Coverage Written On: Claims Made Form

Coverage	Limits
Aggregate For Each Policy Term	\$2,000,000
Each Loss	\$2,000,000
Deductible Each Claim – Including Defense Expense	\$25,000
Retroactive Date	NONE

Endorsements

- **Coverage Provided For Board & All Employees**
- **Tort Liability Endorsement**
- **Loss Of Salary Fringe Benefits:**
\$75,000 Each Loss
\$150,000 Aggregate
\$25,000 Deductible
- **Limited Law Enforcement Extension:**
Wrongful Act Arising Out Of Your Law Enforcement Activities To Protect The Public Or Property Including The Operation Of Correction Or Detention Facilities Is Not Covered Unless The Law Enforcement Activities Are Performed On School Premises & Directed By The Insured Or Member Of The Organization, Or In Response To A Contractual Agreement That Is In Place With A Law Enforcement Agency
- **Limited Personal & Advertising Injury Endorsement:**
Definition Of Personal & Advertising Injury Is Amended To Include Violation Of Constitutional Or Civil Rights & Improper Service Of Process As It Relates Solely To The Organizations Law Enforcement Activities
- **Data Compromise & Cyber Liability Exclusion**
- **Pre-Approved Counsel**

Pollution Liability

Coverage Written On: Claims Made Form

Coverage	Limits
Aggregate	\$1,000,000
Each Pollution Incident	\$1,000,000
Deductible – Each Pollution Incident	\$250
Retroactive Date	07/01/1993

Endorsements

- **Specific Site Coverage:** 2500 Edgewood Road, Cedar Rapids IA – (2) Above Ground Tanks (12,000 Gallon Diesel & 2,000 Gallon Gasoline) and (2) Propane Tanks
- **Reimbursement Of Voluntary Off-Site Clean-Up Costs**
Reimburse Other Off-Site Clean-Up Costs The Insured Incurs Provided That: Clean-Up Costs Are Reasonable & Necessary; Clean-Up Costs Incurred To Curtail/Prevent Pollution Incident Origination From An Insured Site Or Waste Facility Within Coverage Territory; Pollution Incident Poses An Imminent & Substantial Danger Of Bodily Injury, Property Damage Or Environmental Damage To Which Insurance Provided Applies; Occurs During The Policy Period & Company Grants Prior Written Consent To Undertake The Clean-Up

Inland Marine

Scheduled Equipment: Electric Cars – 100% Co-Insurance – \$1,000 Deductible

Description	Value
(3) Electric Cars – \$3,000 Each	\$9,000
Additional Debris Removal Expenses	\$5,000
Pollutant Cleanup & Removal	\$10,000

Builders Risk:

Description	Value
New Maple Grove Elementary School	\$15,500,000
Deductible	\$10,000

Electronic Data Processing

Equipment: 100% Co-Insurance – \$1,000 Deductible
\$20,000 Deductible For Mechanical Breakdown, Electrical & Power Supply Disturbance

Description	Limit
Equipment Limits – Including Hardware, Protection & Control Systems, Telecommunications Equipment & Reproduction Equipment	\$800,000
Software Limits – Including Data Records, Proprietary Programs, Programs & Applications, Media	\$800,000
Income Coverage – Extra Expense Only	\$500,000
Catastrophe Limit	\$2,100,000

Crime

Coverages	Limit	Deductible
Employee Theft	\$1,000,000	\$10,000
Forgery or Alteration	\$500,000	\$250
Inside the Premises – Theft of Money and Securities	\$200,000	\$0
Outside the Premises – Theft of Money and Securities	\$200,000	\$0
Computer & Funds Transfer Fraud	\$1,000,000	\$10,000
Telephone Toll Fraud (30 Days)	\$25,000	\$250

Endorsements

- Joint Venture Or Partnership Endorsement:**
All 28E Entities Or Agreements & Other Entities, Grants & Property Of Others For Which The Insured Has Assumed A Duty To Provide Bookkeeping And/Or Other Administrative Services – Same Limit As Employee Theft
- Faithful Performance of Duty Coverage – \$1,000,000 Limit**
Loss Or Damage To Money, Securities & Other Property Resulting Directly From Failure Of Any Employee To Faithfully Perform His/Her Duties As Prescribed By Law, When Such Failure Has As Its Direct & Immediate Result Is Loss Of Your Covered Property
- Fraudulent Impersonation Coverage – \$100,000 Limit With \$1,000 Deductible**
Coverage For Employees, Customers & Vendors – Verification Option Required for All Transfer Instructions
- Board Of Education Included As Employees**
- Treasurer Or Tax Collector Included As Employees**

Excess Crime

Coverages	Limit
Excess Employee Theft	\$1,000,000

Coverage Is Excess Of EMC's \$1,000,000 Employee Theft Limit

Business Auto

Coverage	Symbol	Limit	Per
Liability	1	\$2,000,000	CSL Each Accident
Medical Payments	2	\$2,000	Per Person
Uninsured Motorist	2	\$1,000,000	Combined Single Limit
Underinsured Motorist	2	\$1,000,000	Combined Single Limit
Comprehensive	2, 8, 10		See Schedule
Collision	2, 8, 10		See Schedule

Coverage Symbols

(1) Any Auto	(4) Owned Autos other than Private Pass	(9) Non-Owned Autos
(2) All Owned Autos	(7) Autos Specified on Schedule	
(3) Owned Private Pass Autos	(8) Hired Autos	

Garage Keepers Coverages: Legal Liability Basis Coverage – Kennedy & Jefferson High Schools

Comprehensive	\$30,000 minus \$100 deductible will apply to each covered auto for any covered loss subject to a \$500 maximum deductible for all such loss in any one occurrence
Collision	\$30,000 minus \$100 deductible for each covered auto

Endorsements

- **Hired or Borrowed Auto Liability**
- **Non-Owned Auto Liability**
- **Commercial Auto Amendment – Schools**
- **Deductible Liability Coverage – \$1,000 Property Damage Deductible For Liability In Any One Accident**
- **Physical Damage Fleet Coverage – Physical Damage For Autos You Acquire During The Policy Period**
- **Tort Liability Of Governmental Subdivision (Iowa)**
- **Pollution Liability – Broadened Coverage**
- **Replacement Cost Coverage On Buses & Student Transport Vehicles (15 Years & Newer)**

Workers Compensation

Workers Compensation Benefits:

Statutory for these States: IA

Employers Liability:

Coverage	Limit	Per
Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee

Endorsements

- **Large Deductible Plan**
\$250,000 Each Occurrence – Bodily Injury By Accident
\$250,000 Per Employee – Bodily Injury By Disease
\$2,000,000 Aggregate – All Covered Bodily Injury
- **Loss Sustained Factor – 1.10**

Experience Modification

2021-2022	2020-2021	2019-2020	2018-2019	2017-2018
0.43	0.56	0.77	0.86	1.15

Estimated Payrolls

Classification	State	Code	Payrolls	Renewal Rate/\$100	Expiring Rate/\$100
School – Professional Employee	IA	8868	\$132,175,000	\$0.58	\$0.51
School – Other Employees	IA	9101	\$14,700,000	\$5.29	\$5.22
Drivers	IA	7380	\$5,000,000	\$5.55	\$5.15
Day Care	IA	8869	\$1,200,000	\$1.31	\$1.30

Note: Premium Basis, **Iowa** Rule Exceptions (Payroll amounts must be within the State Minimum and Maximum payroll limits)

Corporation	All Officers Included unless specifically Excluded
Individual	Not included
LLC	Members not included unless specifically Included
Partnership	Partners not included unless specifically Included

Commercial Umbrella

Coverage Written On: Occurrence

Coverage	Limit	Per
Aggregate Limit	\$15,000,000	Liability Coverage
Each Occurrence Limit	\$15,000,000	Liability Coverage
Personal & Advertising Injury Limit	\$15,000,000	Any One Person Or Organization
Self-Insured Retention	\$10,000	

Group Excess Liability (Safety Group)

Coverage Written On: Occurrence

Coverage	Limit	Per
Shared Aggregate	\$30,000,000	Liability Coverage
Each Occurrence Limit	\$15,000,000	Liability Coverage

Coverage Written On: Claims Made Form

Coverage	Limit	Deductible
INSURING CLAUSE 1: CYBER & PRIVACY		
SECTION A: Cyber Liability	\$5,000,000	\$50,000
SECTION B: Privacy Liability	\$5,000,000	\$50,000
SECTION C: System Damage	\$5,000,000	\$50,000
SECTION D: System Business Interruption – Aggregate	\$5,000,000	\$50,000
System Business Interruption – Per Day Sublimit	\$1,000,000	\$50,000
SECTION E: Consequential Reputational Harm	\$5,000,000	\$50,000
Consequential Reputational Harm	\$1,000,000	\$50,000
SECTION F: Regulatory Actions & Investigations	\$5,000,000	\$50,000
INSURING CLAUSE 2: PRIVACY BREACH NOTIFICATION COSTS		
SECTION A: Your Notification Costs	\$5,000,000	\$50,000
SECTION B: 3 rd Party Notification Costs	\$5,000,000	\$50,000
INSURING CLAUSE 3: CYBER CRIME		
SECTION C: Cyber Threats & Extortion	\$5,000,000	\$50,000
INSURING CLAUSE 4: MULTIMEDIA LIABILITY & ADVERTISING INJURY		
Aggregate Limit of Liability – including Costs & Expenses	\$5,000,000	\$50,000
INSURING CLAUSE 6: COURT ATTENDANCE COSTS		
Aggregate Limit of Liability	\$100,000	\$0
Per Day Sublimit	\$2,000	\$0
INSURING CLAUSE 7: CRISIS COMMUNICATION COSTS		
Aggregate Limit of Liability	\$1,000,000	\$0

Flood Coverages

Coverages	Limit
ELSC BUILDING – NFIP FLOOD POLICY 2500 Edgewood Road NW, Cedar Rapids IA	01/18/2021-2022 \$500,000 Building Limit \$500,000 Contents Limit \$1,250 Deductible
ELSC BUILDING – EXCESS FLOOD POLICY 2500 Edgewood Road NW, Cedar Rapids IA	01/18/2021-2022 \$6,448,973 Building Limit \$5,160,074 Contents Limit Subject To \$500,000 Limits On Underlying
JEFFERSON HIGH SCHOOL – NFIP FLOOD POLICY 1243 20 th Street SW, Cedar Rapids ia	04/28/2021-2022 \$200,000 Building Limit \$50,000 Contents Limit \$1,250 Deductible
WASHINGTON HIGH SCHOOL – NFIP FLOOD POLICY 2205 Forest Drive SE, Cedar Rapids IA	04/28/2021-2022 \$150,000 Building Limit \$50,000 Contents Limit \$1,250 Deductible
TAYLOR ELEMENTARY – NFIP FLOOD POLICY 720 7 th Street SW, Cedar Rapids IA	06/04/2021-2022 \$500,000 Building Limit \$500,000 Contents Limit \$5,000 Deductible
TAYLOR ELEMENTARY – EXCESS FLOOD POLICY 720 7 th Street SW, Cedar Rapids IA	08/11/2020-2021 \$2,180,226 Building Limit \$745,130 Contents Limit Subject To \$500,000 Limits On Underlying
TRANSITION CENTER – NFIP FLOOD POLICY 311 3 rd Avenue SE, Ste 250, Cedar Rapids IA	07/19/2021-2022 \$500,000 Contents Limit \$1,000 Deductible

Additional Coverages

Equipment Breakdown (Break/Fix) Policy: Written With SU Underwriters

Coverage	Limit
Equipment Breakdown	Break-Fix Insurance
Transport By District For Scheduled Equipment	\$15.00 Flat Per Round Trip
Aggregate Limit Of Liability	\$8,795,166
In House Labor Rate	\$105.00/Hour
Items Valued Over \$15,000 Must Be Scheduled	
Includes Coverage For Forklift/Manlifts	
ADDITIONAL SERVICES: No Corrective Maintenance Performed, Consumables & Software	\$38,326.40 Aggregate Per Policy Term
Copier Usage Surcharge	See Policy For Limit & Rate Per Copier

Fine Arts (Artwork Collection): Written With Willis Group (AXA Insurance Company)

Coverage	Limit
Total Limit	\$29,384,700
At Any Other Location	\$8,500,000
In Transit	\$8,500,000
Deductible	\$1,000
Flood Coverage	INCLUDED Subject To \$50,000 Deductible

**Reminder – If Transporting Any Works Of Art AXA Will Increase To The Limit Needed For Each Transport But Will Need To Let Them Know So They Can Endorse The Policy Each Time*

Junior Feeder Program Liability: Written With United Fire & Casualty Company

Coverage	Limit
General Liability – Aggregate	\$2,000,000
General Liability – Each Occurrence	\$1,000,000
Rated On Athletic Clubs	18
Additional Insured: Cedar Rapids Community School District	

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT									
		Renewal Exposure (Fiscal Year 2020-2021)		Renewal Premiums		Renewal Exposure (Fiscal Year 2021-2022)		Renewal Premiums	
EMC INSURANCE COMPANY	PROPERTY	Blanket Limit \$546,269,815 \$10,000 Deductible	\$702,363.00	Blanket Limit \$565,976,278 \$10,000 Deductible	\$859,132.00	PROPERTY			
	GL	\$2,000,000 Per Occurrence & \$4,000,000 Aggregate	\$184,648.00	\$2,000,000 Per Occurrence & \$4,000,000 Aggregate	\$177,027.00	GL			
	LINEBACKER	\$2,000,000 Per Occurrence \$2,000,000 Aggregate	\$99,880.00	\$2,000,000 Per Occurrence \$2,000,000 Aggregate	\$114,731.00	LINEBACKER			
	POLLUTION	\$1,000,000 Each Incident \$1,000,000 Aggregate Asbestos Excluded	\$1,630.00	\$1,000,000 Each Incident \$1,000,000 Aggregate Asbestos Excluded	\$1,630.00	POLLUTION			
	INLAND MARINE	(3) Electric Cars - \$3,000 Each \$650,000 Hardware Limit & \$500,000 Software Limit 2309 Nature Ridge Drive NW Builders Risk - \$385,000 New West Willow Elementary Builders Risk - \$18,500,000	\$13,343.00	(3) Electric Cars - \$3,000 Each \$800,000 Hardware Limit & \$800,000 Software Limit New Maple Grove Elementary - \$15,500,000	\$25,687.00	INLAND MARINE			
	CRIME	\$1,000,000 Employee Theft \$500,000 Forgery & Alteration \$200,000 Theft of Money & Securities \$500,000 Computer & Funds Transfer Fraud \$1,000,000 Faithful Performance Of Duty	\$8,669.00	\$1,000,000 Employee Theft \$500,000 Forgery & Alteration \$200,000 Theft of Money & Securities \$500,000 Computer & Funds Transfer Fraud \$1,000,000 Faithful Performance Of Duty	\$8,938.00	CRIME			
	AUTO	\$2,000,000 Combined Single Limit \$30,000 Garagekeeper Limit	\$584,605.00	\$2,000,000 Combined Single Limit \$30,000 Garagekeeper Limit	\$634,724.00	AUTO			
	UMBRELLA	\$15,000,000 Each Occurrence & \$15,000,000 Aggregate	\$195,909.00	\$15,000,000 Each Occurrence & \$15,000,000 Aggregate	\$218,558.00	UMBRELLA			
GROUP EXCESS	\$15,000,000 Each Occurrence \$30,000,000 Shared Aggregate	\$35,187.00	\$15,000,000 Each Occurrence \$30,000,000 Shared Aggregate	\$40,042.00	GROUP EXCESS				
UNITED HEARTLAND	WORK COMP	\$500,000 Each Accident \$500,000 Policy Limit \$500,000 Each Employee	\$548,474.00	\$500,000 Each Accident \$500,000 Policy Limit \$500,000 Each Employee	\$576,331.00	WORK COMP	UNITED HEARTLAND		
AXIS	CYBER	\$5,000,000 Each Claim \$5,000,000 Aggregate	\$30,805.00	\$5,000,000 Each Claim \$5,000,000 Aggregate	\$66,155.00	CYBER	AXIS		
TRAVELERS	EXCESS CRIME	\$1,000,000 Excess Over EMC Employee Theft	\$4,354.00	\$1,000,000 Excess Over EMC Employee Theft	\$4,354.00	EXCESS CRIME	TRAVELERS		
SELECTIVE FLOOD	ELSC	\$500,000 Building Limit \$500,000 Contents Limit	\$1,562.00	\$500,000 Building Limit \$500,000 Contents Limit	\$1,610.00	ELSC	SELECTIVE FLOOD		
	TAYLOR	\$500,000 Building Limit \$500,000 Contents Limit	\$7,008.00	\$500,000 Building Limit \$500,000 Contents Limit	\$7,103.00	TAYLOR			
	TRAN CENTER	\$500,000 Contents Limit	\$1,398.00	\$500,000 Contents Limit	\$1,533.00	TRAN CENTER			
	JEFFERSON	\$200,000 Building Limit \$50,000 Contents Limit	\$1,708.00	\$200,000 Building Limit \$50,000 Contents Limit	\$1,879.00	JEFFERSON			
	WASHINGTON	\$150,000 Building Limit \$50,000 Contents Limit	\$1,499.00	\$150,000 Building Limit \$50,000 Contents Limit	\$1,644.00	WASHINGTON			
UNDERWRITERS OF LLOYDS	ELSC	\$6,448,973 Building Limit \$5,160,074 Contents Limit	\$16,671.06	\$6,448,973 Building Limit \$5,160,074 Contents Limit	\$17,502.29	ELSC	UNDERWRITERS OF LLOYDS		
LANDMARK AMERICAN	TAYLOR	\$2,180,226 Building Limit \$745,130 Contents Limit	\$40,400.00	\$2,180,226 Building Limit \$745,130 Contents Limit		TAYLOR	LANDMARK AMERICAN		
AXA	FINE ART	\$29,384,700 Any One Loss Or Disaster - At Named Location \$8,500,000 At Any Other Location - Worldwide \$8,500,000 In-Transit	\$14,822.00	\$29,384,700 Any One Loss Or Disaster - At Named Location \$8,500,000 At Any Other Location - Worldwide \$8,500,000 In-Transit	\$14,822.00	FINE ART	AXA		
UNITED FIRE	JUNIOR FEEDER	18 Junior Feeder Athletic Groups \$1,000,000/Occurrence & \$2,000,000 Aggregate	\$3,867.00	18 Junior Feeder Athletic Groups \$1,000,000/Occurrence & \$2,000,000 Aggregate	\$4,037.00	JUNIOR FEEDER	UNITED FIRE		
SU INSURANCE	EQUIP BREAKDOWN	Break/Fix Equipment Breakdown Coverage \$95.00/Hour In-House Labor Reimbursement	\$766,528.00	Break/Fix Equipment Breakdown Coverage \$105.00/Hour In-House Labor Reimbursement	\$766,528.00	EQUIP BREAKDOWN	SU INSURANCE		
\$3,265,330.06				\$3,543,967.29					

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
RENEWAL PREMIUM WORKSHEET
COMPARISON OF FISCAL YEAR 2021 & FISCAL YEAR 2022**

Policy Type	Insurer	FY 2021	FY 2022	% Inc/ (Dec)	Loss Ratio		Notes
					FY 2021	5 YR	
Property	EMC Insurance Co	\$702,363.00	\$859,132.00	22.3%	7336.8%	341.1%	Derecho Damage + Hail Damage
General Liability	EMC Insurance Co	\$184,648.00	\$177,027.00	-4.1%	0.0%	5.5%	
Linebacker	EMC Insurance Co	\$99,880.00	\$114,731.00	14.9%	110.1%	12.1%	\$25,000 Deductible (Each Claim)
Pollution	EMC Insurance Co	\$1,630.00	\$1,630.00	0.0%	0.0%	0.0%	
Inland Marine, EDP & Builders Risk	EMC Insurance Co	\$13,343.00	\$25,687.00	92.5%	3956.8%	451.0%	Derecho Damage New West Willow Elementary Building
Crime	EMC Insurance Co	\$8,669.00	\$8,938.00	3.1%	0.0%	0.0%	
Auto & Garagekeepers Liability	EMC Insurance Co	\$584,605.00	\$634,724.00	8.6%	20.0%	25.9%	
Umbrella	EMC Insurance Co	\$195,909.00	\$218,558.00	11.6%	0.0%	0.0%	
Group Excess	EMC Insurance Co	\$35,187.00	\$40,042.00	13.8%	0.0%	0.0%	

Workers Compensation	Insurer	FY 2021	FY 2022	% Inc/ (Dec)	Loss Ratio		Notes
					FY 2020	5 YR	
Work Comp	United Heartland	\$548,474.00	\$576,331.00	5.1%	90.6%	164.8%	*See Notes Below

Work Comp Renewal Notes:

Experience Mod	0.56	0.43	-23.2%
Large Deductible Credit	-0.3310	-0.3150	

Work Comp Rates

School - Prof Employees & Clerical	8868	\$0.51	\$0.58	13.7%
School - All Other Employees	9101	\$5.22	\$5.29	1.3%
Drivers	7380	\$5.15	\$5.55	7.8%
Child Day Care	8869	\$1.30	\$1.31	0.8%

Work Comp Payrolls

School - Prof Employees & Clerical	8868	\$127,782,131	\$132,175,000	3.4%
School - All Other Employees	9101	\$8,884,056	\$14,700,000	65.5%
Drivers	7380	\$4,408,568	\$5,000,000	13.4%
Child Day Care	8869	\$2,569,765	\$1,200,000	
		\$143,644,520	\$153,075,000	6.6%

FY 2020 & 2021 Are Estimated Payroll Figures – They Have Not Been Audited

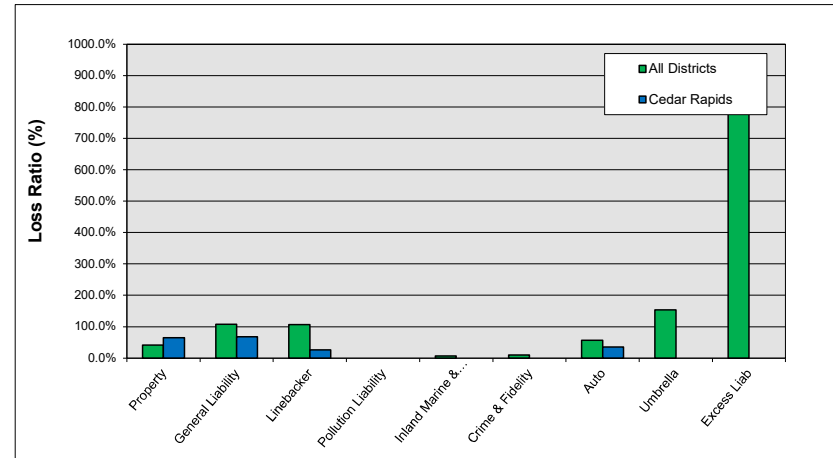
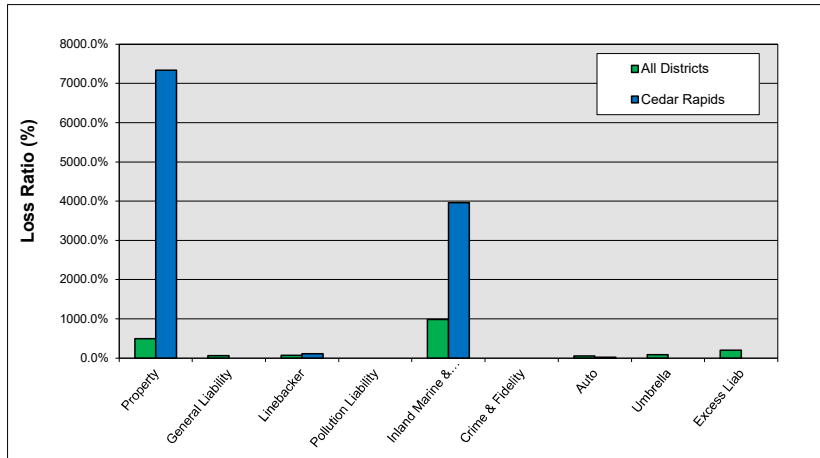
Other Policies (Not Including Flood)	Insurer	FY 2021	FY 2022	Percent Inc/ (Dec)	Loss Ratio		Notes
					FY 2020	5 YR	
Excess Crime	Travelers Ins Co.	\$4,354.00	\$4,354.00	0.0%	0.0%	0.0%	
Cyber Liability	AXIS Surplus Ins. Co.	\$30,805.00	\$66,155.00	114.8%	0.0%	0.0%	
Fine Arts	AXA Ins. Co.	\$14,822.00	\$14,822.00	0.0%	0.0%	0.0%	In-Transit Limit \$8.5M (Notify Co. To Increase If Needed)
Equipment Breakdown	SU Underwriters	\$766,528.00	\$766,528.00	0.0%			
Junior Feeder Liability	United Fire	\$3,867.00	\$4,037.00	4.4%	0.0%	0.0%	

**COMPARISON OF PREMIUMS & LOSS RATIOS
IASB GROUP VS CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT**

**COMPARISON OF PREMIUMS & LOSS RATIOS
IASB GROUP VS CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT**

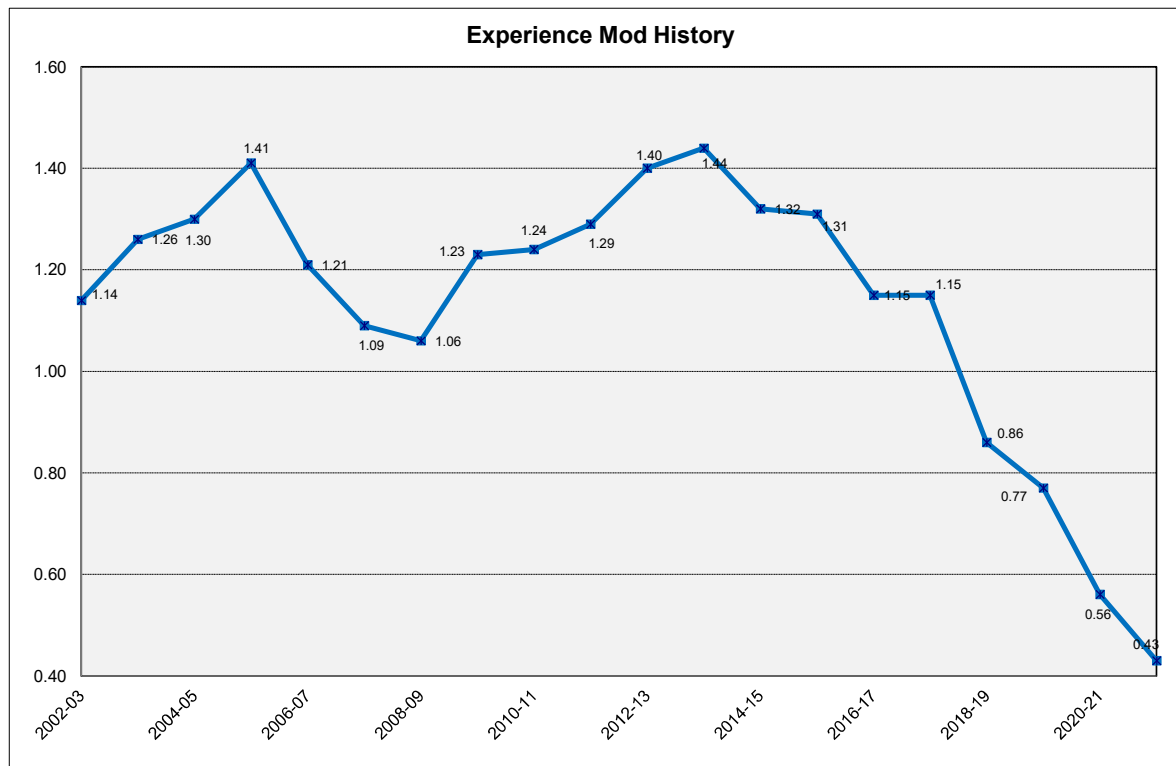
FISCAL YEAR 2021 (7/1/2020-2021)						
	ALL IASB DISTRICTS			CEDAR RAPIDS CSD		
	Written Premium	Total Losses	Loss Ratio	Written Premium	Total Losses	Loss Ratio
Property	\$ 23,079,699	\$ 114,531,767	496.2%	\$ 702,363	\$ 51,531,224	7336.8%
General Liability	\$ 3,846,630	\$ 2,282,877	59.3%	\$ 184,648	\$ -	0.0%
Linebacker	\$ 2,800,004	\$ 2,006,634	71.7%	\$ 99,880	\$ 110,000	110.1%
Pollution Liability	\$ 225,380	\$ -	0.0%	\$ 1,630	\$ -	0.0%
Inland Marine & Builders Risk	\$ 559,648	\$ 5,513,338	985.1%	\$ 13,343	\$ 527,950	3956.8%
Crime & Fidelity	\$ 462,974	\$ -	0.0%	\$ 8,669	\$ -	0.0%
Auto	\$ 9,765,454	\$ 5,609,469	57.4%	\$ 584,605	\$ 116,913	20.0%
Umbrella	\$ 2,225,248	\$ 2,000,000	89.9%	\$ 195,909	\$ -	0.0%
Excess Liab	\$ 1,001,924	\$ 2,000,000	199.6%	\$ 35,187	\$ -	0.0%
TOTAL	\$ 43,966,961	\$ 133,944,085	304.6%	\$ 1,826,234	\$ 52,286,087	2863.1%
Cyber/Data Compromise	\$ 40,502	\$ 17,000	42.0%	CRCSO Cyber Not Part Of IASB Program		
Workers Compensation	\$ 15,188,585	\$ 10,077,001	66.3%	CRCSO WC Not Part Of IASB Program		

FISCAL YEAR 2020 (7/1/2019-2020)						
	ALL IASB DISTRICTS			CEDAR RAPIDS CSD		
	Written Premium	Total Losses	Loss Ratio	Written Premium	Total Losses	Loss Ratio
Property	\$ 19,119,785	\$ 7,956,910	41.6%	\$ 610,295	\$ 394,999	64.7%
General Liability	\$ 3,205,514	\$ 3,459,816	107.9%	\$ 149,358	\$ 100,837	67.5%
Linebacker	\$ 2,443,082	\$ 2,600,258	106.4%	\$ 89,476	\$ 23,500	26.3%
Pollution Liability	\$ 219,385	\$ -	0.0%	\$ 1,490	\$ -	0.0%
Inland Marine & Builders Risk	\$ 518,173	\$ 33,343	6.4%	\$ 2,841	\$ -	0.0%
Crime & Fidelity	\$ 450,442	\$ 44,604	9.9%	\$ 8,336	\$ -	0.0%
Auto	\$ 8,070,834	\$ 4,571,175	56.6%	\$ 391,764	\$ 138,156	35.3%
Umbrella	\$ 1,959,273	\$ 3,000,000	153.1%	\$ 189,324	\$ -	0.0%
Excess Liab	\$ 857,584	\$ 7,500,000	874.5%	\$ 30,964	\$ -	0.0%
TOTAL	\$ 36,844,072	\$ 29,166,106	79.2%	\$ 1,473,848	\$ 657,492	44.6%
Cyber/Data Compromise	\$ 45,184	\$ 133,273	295.0%	CRCSO Cyber Not Part Of IASB Program		
Workers Compensation	\$ 17,006,131	\$ 11,982,808	70.5%	CRCSO WC Not Part Of IASB Program		



**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
WORKERS COMPENSATION
EXPERIENCE MODIFICATION HISTORY**

Policy Year	Experience Mod
2002-03	1.14
2003-04	1.26
2004-05	1.30
2005-06	1.41
2006-07	1.21
2007-08	1.09
2008-09	1.06
2009-10	1.23
2010-11	1.24
2011-12	1.29
2012-13	1.40
2013-14	1.44
2014-15	1.32
2015-16	1.31
2016-17	1.15
2017-18	1.15
2018-19	0.86
2019-20	0.77
2020-21	0.56
2021-22	0.43



CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT IASB SAFETY DIVIDEND HISTORY

IASB Total Dividend Payable	
Policy Year	Amount
2019-2020	\$ -
2018-2019	\$ -
2017 - 2018	\$ 19,096.63
2016 - 2017	\$ 115,763.76
2015 - 2016	\$ 138,839.20
2014 - 2015	\$ 111,701.66
2013 - 2014	\$ 62,139.94
2012 - 2013	\$ 39,443.43
2011 - 2012	\$ 26,666.20
2010 - 2011	\$ 67,787.07
2009 - 2010	\$ 64,402.20
2008 - 2009	\$ 84,521.97
2007 - 2008	\$ 83,187.88
2006 - 2007	\$ 79,787.29
2005 - 2006	\$ 65,103.28
2004 - 2005	\$ 35,293.44
2003 - 2004	\$ 5,201.25

*Dividend Does Not Factor In Workers Compensation

****No IASB Safety Group Dividend Paid Out For 2018-2019 Or 2019-2020 Due To Losses**

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
FLOOD SUMMARY**

District Facility	Transition Center	Taylor Elementary School	ELSC	Jefferson High School	Washington High School
NFIP FLOOD					
Policy Dates	7/19/2021-2022	06/04/2021-2022	1/18/2021-2022	04/28/2021-2022	04/28/2021-2022
Building		\$500,000	\$500,000	\$200,000	\$150,000
Contents	\$500,000	\$500,000	\$500,000	\$50,000	\$50,000
Deductible	\$1,000	\$5,000	\$1,250	\$1,250	\$1,250
ANNUAL PREMIUM	\$1,533.00	\$7,103.00	\$1,610.00	\$1,879.00	\$1,644.00

EXCESS FLOOD COVERAGE (EXCESS OF NFIP)					
Policy Dates		8/11/2020-2021	1/18/2021-2022		
Building		\$2,180,226	\$6,448,973		
Contents		\$745,130	\$5,160,074		
ANNUAL PREMIUM		\$40,400.00	\$17,502.29		

TOTAL FLOOD LIMITS & PREMIUMS					
NFIP Plus Excess Limits	\$500,000	\$3,925,356	\$12,609,047	\$250,000	\$200,000
PREMIUM PER BUILDING	\$1,533.00	\$47,503.00	\$19,112.29	\$1,879.00	\$1,644.00

COMMENTS:	
NFIP	NFIP = National Flood Insurance Program (Basic Flood Insurance) Maximum Limits Available For Non-Residential Buildings & Contents = \$500,000 Each
EXCESS FLOOD - TAYLOR & ELSC	Coverage Available Thru Excess & Surplus Lines Markets - Carrier(s) Providing Coverage Are Non-Admitted 1% Iowa Premium Tax Included In Premiums Above

CONSENT AGENDA

BA-22-030 **Approval – New Elementary School at Coolidge (West Willow) Elementary School Site Project - Change Order #10 (Jon Galbraith)**

Exhibit: BA-22-030.1

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for the project with a contract amount of \$21,366,855.88 and the source of funding is the Secure an Advanced Vision for Education Fund (SAVE).
2. Garling Construction is requesting a Change Order increasing the amount of \$9,085.18, for a new contract amount of \$21,375,941.06.
 - COR 41 results from an owner’s request to change the color of the gym truss.
 - COR 42 results from an owner’s request for pipe jacketing in the cafeteria and media center.

Recommendation:

It is recommended that the Board of Education approve Change Order #10 to Garling Construction for the New Elementary School at Coolidge (West Willow) Elementary School Site Project.



AIA[®] Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
19213000

6225 1st Ave NW
Cedar Rapids, IA 52405

CONTRACT INFORMATION:
Contract For: New Elementary at the
Coolidge Site
Date: April 13, 2020

CHANGE ORDER INFORMATION:
Change Order Number: 010

Date: July 2, 2021

OWNER: *(Name and address)*
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

ARCHITECT: *(Name and address)*
OPN Architects
200 5th Ave. SE, Suite 201
Cedar Rapids, Iowa 52401

CONTRACTOR: *(Name and address)*
Garling Construction
5607 4th Street Ct SW
Cedar Rapids, IA 52404

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR 41 Gym Truss Color Change	\$5,114.03
COR 42 Pipe Jacketing in Cafeteria and Media Center	\$3,971.15
Total:	\$9,085.18


The original Contract Sum was	\$	21,135,000.00
The net change by previously authorized Change Orders	\$	231,855.88
The Contract Sum prior to this Change Order was	\$	21,366,855.88
The Contract Sum will be increased by this Change Order in the amount of	\$	9,085.18
The new Contract Sum including this Change Order will be	\$	21,375,941.06

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

OPN Architects

ARCHITECT *(Firm name)*



SIGNATURE

Chad Schumacher

PRINTED NAME AND TITLE
7. 2. 2021

DATE

Garling Construction

CONTRACTOR *(Firm name)*


SIGNATURE

Troy Pins - President

PRINTED NAME AND TITLE
7-6-21

DATE

Cedar Rapids Community School District

OWNER *(Firm name)*

SIGNATURE

Laurel Day - Board Secretary

PRINTED NAME AND TITLE

DATE

CONSENT AGENDA

BA-22-031 **Agreement - Cedar Rapids Community School District and Grant Wood Area Education Agency - Mentoring and Induction Consortium - 2021-2022 School Year (Nicole Kooiker)**

Exhibit: BA-22-031.1

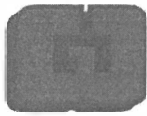
Action Item

Pertinent Fact(s):

1. CRCSD has participated in the Grant Wood Area Education Agency (GWAEA) Mentoring and Induction Program since the 2012-2013 School Year. The District plans to continue the participation in the same program for the 2021-2022 School Year.
2. Seven employees from the District will participate as mentors in the Mentoring and Induction Program for the 2021-2022 School Year. This is the seventh induction coach granted a release to GWAEA from CRCSD.
3. GWAEA agrees to reimburse the District for the teacher's salary and benefits.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Grant Wood Area Education Agency for the Mentoring and Induction Consortium for the 2021-2022 School Year.



GRANT WOOD
AREA EDUCATION AGENCY

4401 Sixth Street SW
Cedar Rapids, IA 52404-4499
(319) 399-6700
Iowa WATS (800) 332-8488
FAX (319) 399-6457
TDD (319) 399-6766
www.aea10.k12.ia.us

2021-2022 Agreement
By Grant Wood Area Education Agency
To Contract the Services of Cedar Rapids Community School District Employee

This Agreement is entered into by and between the Cedar Rapids Community School District, hereinafter referred to as "School District," the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA" and **Allison Vallad** an employee of School District ("School District Employee").

The purpose of this agreement is to implement a comprehensive Mentoring and Induction Consortium Model utilizing full-release instructional mentors (Induction Coaches) and support efforts to improve student learning through the development and retention of highly effective teachers.

Services to be provided during this Agreement shall begin on July 1, 2021 and terminate on June 30, 2022. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

School District agrees to:

1. Employ and supervise the School District Employee to provide services under the agreement.
2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
3. Provide semi-annual expense claims in January and June to GWAEA for the School District Employee's salary and fringe benefits. The claims will reflect actual expenditures.
4. Acknowledge the rights of GWAEA to assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
5. Defend, indemnify and hold GWAEA harmless, including attorneys' fees, from any and all liability for any and all claims made against GWAEA or any of its employees by the School District Employee or any other person arising out of School District Employee's performance of duties under this agreement.

School District Employee, School District and GWAEA agree:

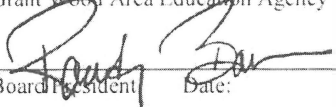
1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
2. School District Employee is not an employee of GWAEA and remains an employee of School District, subject to the School District's negotiated Master Agreement, operating procedures and policies. In the event School District leaves the consortium partnership for any reason, this agreement shall terminate at the end of the current term and School District Employee will return to a School District assignment.

GWAEA agrees to:

1. Reimburse the School District the salary and fringe benefits cost of the School District Employee based on the School District's salary/benefit plan as outlined in the projected budget summary plus associated expenses. Payment shall be made to School District within thirty (30) days of receipt of the claims.
2. Assign, oversee and otherwise direct the work of the loaned School District Employee in activities that support GWAEA's services.
3. Provide office space, e-mail, voice mail, and other necessary support during the term of this agreement. (These supports may be provided by either party by mutual agreement.)
4. Reimburse loaned School District Employee for mileage for travel related to this work at a rate of 39¢ per mile.
5. Provide input to the appropriate School District supervisor regarding the School District Employee. All discipline and/or terminations decisions, however, shall be made by the School District.

Grant Wood Area Education Agency

Cedar Rapids Community School District


Board President _____ Date: 06-09-21

Board President _____ Date

School District Employee _____ Date

2021-2022 Projected Budget Summary

Name: Allison Vallad FTE = 1.0 Contract Days - 191 Salary - \$61,386.00 Benefits - \$12,841.27 Total - \$56,811.96

*Costs shall be adjusted in accordance with the finalized 2021-2022 salary and benefit package

CONSENT AGENDA

BA-22-032 **Agreement - Cedar Rapids Community School District and Grant Wood Area Education Agency - Instructional Coach Inquiry Cycle Forums - 2021-2022 School Year (Nicole Kooiker)**

Exhibit: BA-22-032.1-2

Action Item

Pertinent Fact(s):

1. CRCSD is working collaboratively with Grant Wood Area Education Agency (GWAEA) to support the development of instructional coaches through professional learning in sustaining implementation of inquiry cycles with teachers and efforts to improve student learning.
2. In-field coaching will be provided to our instructional coaches by GWAEA in-field coaches to grow their own capacity of in-field coaching for the teacher leaders within our TLC system.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Grant Wood Area Education Agency for Instructional Coach Inquiry Cycle Forums for the 2021-2022 School Year.



GRANT WOOD
AREA EDUCATION AGENCY

4401 Sixth Street SW
 Cedar Rapids, IA 52404-4499
 (319) 399-6700
 Iowa WATS (800) 332-8488
 FAX (319) 399-6457
 TDD (319) 399-6766
 www.aea10.k12.ia.us

**Instructional Coach Inquiry Cycle Forums Agreement
 between
 Grant Wood Area Education Agency
 and
 Cedar Rapids Community School District
 2021-22**

This Agreement is entered into by and between the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA," and the Cedar Rapids Community School District, hereinafter referred to as "School District."

The purpose of this agreement is to provide professional learning to support instructional coaches in sustaining implementation of inquiry cycles with teachers and support efforts to improve student learning through the development and retention of highly effective teachers.

Services to be provided under this Agreement shall begin on July 1, 2021 and terminate on June 30, 2022. However, this Agreement may be amended at any time by mutual agreement of GWAEA and School District. Renewal of this agreement is to be determined on or before March 1, 2022, unless extended by mutual agreement. This Agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

GWAEA agrees to:

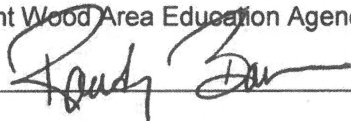
1. Use NTC Instructional Coaching Program Standards to design and formatively assess and support program implementation.
2. Utilize formative assessment tools and materials aligned with the Iowa Teaching Standards and/or district-identified instructional framework and district goals to promote teacher development.
3. Design and deliver professional learning to support instructional coaches to sustain implementation of inquiry cycles with teachers
4. Coordinate collaboration among all stakeholders to ensure implementation and impact measures are developed and monitored to reach Grant Wood Induction Consortium and District goals and expectations.
5. Invoice School District for services under this Agreement on or around January 15, 2022, and June 1, 2022.

School District agrees to:

1. Use a Lead Coach and Instructional Coach formative assessment system to collaboratively assess Lead Coach and Instructional Coach growth and accountability.
2. Commit to in-field support of Instructional Coaches (strategic planning, formative coaching observations, analysis of teacher development etc.) being solely provided by the Lead Coach(es)
 - a. Develop clear delineation of roles and responsibilities of in-district supports (i.e. administrators, curriculum director, etc.) for district instructional coaches and lead coach(es).
3. Provide a Teacher Leader Support Liaison to:
 - a. Conduct ongoing communication with GWAEA program leaders.
 - b. Create and facilitate meetings with district TLC team.
 - c. Collect data aligned with program evaluation.

- d. Collaborate with other district administrators to align instructional coaching program with district initiatives.
4. Provide access to relevant data for program evaluation and research.
 - a. Teacher, coach, and lead coach practice data such as self-reported assessment and goal-setting aligned to the district's chosen instructional framework.
 - b. Student achievement data such as reading and math scores on the Iowa Assessments and demographic information for students in grades 3 through 8, linked to their teacher, for all students in participating districts.
 - c. Allow participating teachers to receive an annual survey. Endorse the survey and support efforts to ensure a high response rate.
 - d. Allow in-field observations of a sample of instructional coaches and lead coach(es).
5. Commit to supporting the teacher and coach inquiry cycles
6. Commit to principal involvement and communication with District Teacher Leader Support Liaison and GWAEA Program Lead.
7. Provide funding to GWAEA based on the following fee schedule:
 - a) \$6,800 (2-hour forums monthly (16 hours) with elementary, middle, and high school instructional coaches)
8. Provide payment under this agreement within thirty (30) days of receipt of invoices from GWAEA.

Grant Wood Area Education Agency



Board President

06-09-21
Date

Cedar Rapids Community School District

Date

Board President

Grant Wood Area Education Agency extends equal opportunities in its employment practices, educational programs and services, and does not discriminate on the basis of color, gender, race, national origin, religion, creed, age, sexual orientation, gender identity, marital status, disability, veteran status or as otherwise prohibited by law. If you believe you or your child has been discriminated against or treated unjustly, please contact the Agency's Equity Coordinator, Maria Cashman, at 319-399-6847 or 800-332-8488, Grant Wood AEA, 4401 Sixth St SW, Cedar Rapids, IA 52404.

CONSENT AGENDA

BA-22-033 Agreement – Cedar Rapids Community School District and Vista Iowa for School Business Access and Support (David Nicholson)

Exhibit: BA-22-033.1-8

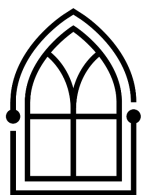
Action Item

Pertinent Fact(s):

1. Vista Iowa purchased the software formerly owned by Grant Wood Area Education Agency. The software provides administrative data processing support to the District including Payroll, Accounting, Budgeting/Finance and HR data systems support.
2. The Agreement will give us full system access and support to our Payroll, HR and accounting data through September so that CRCSD is able to submit the Certified Annual Report to the Department of Education.

Recommendation:

It is recommended that the Board of Education approve Cedar Rapids Community School District and Vista Iowa for School Business Access and Support.



VISTA IOWA

Your Partner in the Business Office

SCHOOL BUSINESS SOFTWARE ACCESS & SUPPORT AGREEMENT

This Service Agreement (“Agreement”) is made and entered into by and between Vista Software LLC, an Iowa limited liability company with its principal address at 3849 Spur Lane, Center Point, Iowa 52213 (“VISTA”) and the Licensee, as defined below.

1. Definitions.

- 1.1. “District” means a school district or area education agency.
- 1.2. “Licensee” means a District whose funds are used to pay the License Fee.
- 1.3. “License Fee” means the amount of money listed in Exhibit A for annual use of software and support described in this document.
- 1.4. “License Period” means the time period listed in Exhibit A for which the License is granted.
- 1.5. “SOFTWARE” means the school business software “Vista Iowa” provided by VISTA as more fully described in Exhibit B.
- 1.6. “Use” means accessing and interacting with the SOFTWARE.
- 1.7. “User” means an employee or contractor of the Licensee who uses the SOFTWARE.
- 1.8. “User Data” means information that is input by the Users, Licensee, or by VISTA at the request of Licensee, while initializing, accessing, or using the SOFTWARE.

2. Grant of License.

- 2.1. VISTA grants the Licensee use of the SOFTWARE.
- 2.2. The license granted above is not sub-licensable.
- 2.3. All rights not specifically granted under this License are reserved by VISTA.

3. Restrictions.

- 3.1. Licensee agrees, except as expressly permitted in the License, the SOFTWARE may not be accessed, used, copied, translated, redistributed, retransmitted, published, sold, leased, marketed, sublicensed, assigned, disposed of, encumbered, transferred, altered, modified or enhanced, whether in whole or in part. Licensee may not remove any proprietary notices, marks, or labels from the SOFTWARE.
- 3.2. To the extent that Licensee has access to the source code of SOFTWARE, Licensee acknowledges that the source code remains a confidential trade secret. Licensee agrees that it has no license whatsoever to the source code and shall not disclose the source code under any circumstances or to otherwise inspect, copy, distribute, publish, display or modify the source code, nor compile or assemble the source code into executable files.

- 3.3. Licensee agrees not to reverse-engineer, decompile or disassemble the SOFTWARE, or make any attempt to discover the source code to the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- 3.4. Licensee agrees to not attempt to break or evade any access controls, copy-control protections, or encryption utilized in the SOFTWARE.
- 3.5. Licensee agrees not to assist others in doing what the Licensee is prohibited from doing.
- 3.6. Licensee agrees that VISTA may terminate this Agreement without warning if Licensee breaches the restrictions stated herein. Licensee indemnifies VISTA for any damages that VISTA may suffer due to Licensee's breach of this clause.

4. Obligations of VISTA.

- 4.1. VISTA shall be responsible for maintenance of: 1) the SOFTWARE; and 2) the cloud hosting solution utilized to access the SOFTWARE.
- 4.2. VISTA shall provide Licensee with: access to a cloud SOFTWARE instance that is shared with other clients of VISTA
- 4.3. VISTA shall provide Licensee with access to a version of the SOFTWARE that is stable in the VISTA computing environment.
- 4.4. In general, the SOFTWARE shall be available for use and access by Users 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times.
- 4.5. VISTA will thoroughly investigate all problems reported by Licensee. VISTA will make commercially reasonable efforts to correct the problem and VISTA will provide: 1) a solution; or 2) confirmation that the SOFTWARE works per design specifications. VISTA will communicate regularly with the Licensee regarding the status of all problems and any solutions.
- 4.6. VISTA shall provide a standard level of support via telephone, email, and chat on a first-come, first served basis during regular business hours (7:30 am - 4:00 pm Central Time) Monday through Friday except holidays. VISTA support staff may provide support for severe problems outside of regular business hours at its discretion or as otherwise agreed to by the Licensee. VISTA shall not be required to provide in-person support.
- 4.7. VISTA shall not provide support regarding computer or networking hardware installation, support, or maintenance.
- 4.8. VISTA shall not be required to provide support regarding software other than the SOFTWARE. If Licensee so requests, VISTA may diagnose a software problem to the extent of its capability. Software support will be charged per call at the VISTA Hourly Professional Services Rate as described in Exhibit A.
- 4.9. Support requests will be prioritized by severity of the problem and handled in the order of most severe to least severe, with technical issues ahead of other problems and questions. Priority is assigned in descending severity: the SOFTWARE unavailable; a portion of the SOFTWARE is unavailable; operational questions that are holding up use; operational

questions that do not interfere with normal use; enhancement suggestions/requests and requests for customization.

4.10. The SOFTWARE shall be available for use and access by Users during back-up activities performed by VISTA.

4.11. VISTA shall undertake commercially reasonable efforts to: 1) maintain the security of User Data; 2) not release User Data to any person or entity without the express written consent of the District, except pursuant to an agency or judicial order, provided that VISTA shall notify the District of such order before releasing any User Data.

4.12. VISTA shall be responsible for performing back-ups of the SOFTWARE.

4.13. During the License Period, VISTA shall be responsible for performing nightly backups of User Data. VISTA shall be responsible for storing backed-up User Data for a period of 7 days. VISTA shall provide a copy of such backups upon request.

4.14. After the end of the License Period, Licensee may request that VISTA provide Licensee with a copy of User Data as that data existed upon the date of termination of this Agreement. Any such request by Licensee must be made within sixty (60) days of the date of termination of this Agreement. VISTA shall provide the copy of User Data in a non-proprietary, electronic format. After the expiration of the sixty (60) day period, VISTA shall not be required to retain any User Data. Licensee may enter into a historical access agreement following termination of this Agreement for the purpose of allowing data to remain accessible by Licensee for an agreed upon period of time.

4.15. For first time Licensees, VISTA shall provide the following:

4.15.1. At the request of Licensee, VISTA shall carry out a one time importation of User Data prior to first use the SOFTWARE by Users. A fee for this activity is described in Exhibit A as part of the "One-Time Initial Setup & Training".

4.15.2. VISTA shall provide up to three training sessions for Licensee and its employees concerning: 1) the operation of the SOFTWARE; and 2) accessing the SOFTWARE. Fee for this service is included in and described in Exhibit A as part of the "One-Time Initial Setup & Training".

5. Obligations of Licensee.

5.1. Licensee agrees to pay VISTA in the amounts and on the schedule listed in Exhibit A.

5.2. Licensee shall designate one (1) primary contact, and one (1) backup contact, who will interact with VISTA. VISTA need not respond to or interact with any Licensee employee or agent except the primary and backup contacts. The primary and backup contacts shall have sufficient technical skill and knowledge of Licensee's computers and the SOFTWARE to be able to assist VISTA in resolving any problems. Failure of Licensee to designate a primary or backup contact with sufficient technical skill and knowledge may result in additional fees and will reduce the effectiveness of the support provided.

5.3. When reporting a technical issue, Licensee shall provide as accurate and complete description as possible including: 1) details of what menu item or module was being accessed, 2) what Licensee was attempting to do, 3) the exact error message text as well as any other pertinent details. Licensee shall assist in technical issue resolution by providing copies of reports and/or files deemed necessary by VISTA, via email or uploading files to

VISTA. All materials provided by Licensee during resolution of technical issues shall be considered confidential by VISTA.

5.4. Licensee agrees that it alone is responsible for: 1) use of User Data; and 2) the confidentiality of and use of all usernames, passwords, and accounts, by the Licensee, its Users, employees, agents, and third parties, whether authorized or unauthorized. Licensee agrees to indemnify VISTA and hold VISTA harmless for any loss or damage incurred by VISTA or by any other person as a result of the use or misuse of User Data, usernames, passwords, and accounts that is outside the control of VISTA.

5.5. Licensee agrees to immediately notify VISTA when it becomes aware of any loss or theft or unauthorized use of any of its usernames, passwords, and/or accounts.

5.6. Licensee agrees to abide by acceptable computer and network usage policies published by VISTA from time to time. Licensee agrees to require its Users to agree to abide by acceptable computer and network usage policy. Failure of Licensee to abide by such policies, or to require its Users to abide by such policies, may result in immediate termination of this Agreement or immediate termination of Users access to the SOFTWARE.

5.7. Licensee agrees that it is solely responsible for ensuring the accuracy of User Data. Licensee acknowledges that the SOFTWARE may provide incorrect information to Licensee; however, Licensee has numerous opportunities to detect the occurrence of such errors and control their effect. Licensee shall have the responsibility to establish and use appropriate measures in its operations to detect the occurrence of such error promptly and to minimize their effect on it. In addition, Licensee shall promptly inform VISTA of all errors it believes to exist and render all reasonable assistance in correcting said errors.

5.8. Licensee agrees that it is responsible for all obligations and liabilities arising out of ownership of User Data. This means, without limitation, that Licensee shall be responsible for all third-party requests for User Data, whether by subpoena or otherwise. If a third-party serves VISTA with a request for User Data, VISTA will, as soon as practicable, provide the request to Licensee. Licensee shall thereafter be responsible for appropriately responding to the request. Licensee shall indemnify and reimburse VISTA for all reasonable expenses, including attorneys' fees, that VISTA incurs arising out of the request. Licensee shall not direct third parties to make requests for the User Data to VISTA, but shall instead direct that requests be made to Licensee. VISTA will cooperate with Licensee in responding to the request by providing the requested User Data to Licensee or the third-party if so directed by Licensee.

5.9. Licensee is responsible for, including all associated costs, all maintenance and installation of: 1) any computers or virtual machines owned or controlled by Licensee, 2) any common carrier equipment, and 3) any communication equipment required for Licensee to access and use the SOFTWARE.

5.10. Licensee is responsible for all costs associated with communicating to and from computers or virtual machines owned or controlled by VISTA on communications networks not owned or controlled by VISTA.

6. Ownership.

6.1. Title, ownership rights, and intellectual property rights in and to the SOFTWARE shall remain with VISTA and are protected by US and international laws and treaties. Access and use of the SOFTWARE is licensed, not sold. There is no transfer to Licensee of any title to or ownership of the SOFTWARE or any software or hardware owned or controlled by VISTA.

6.2. Title, ownership rights and intellectual property rights in User Data shall remain with Licensor.

7. Termination.

7.1. This Agreement shall terminate at the end of the License Period or upon the occurrence of any of the following events:

7.1.1. Failure of Licensee to pay VISTA any sums or amounts due, where such delinquency is not fully corrected within sixty (60) days of VISTA written demand; or

7.1.2. Failure of Licensee or VISTA to observe, keep or perform any of the terms and conditions of this Agreement where such nonperformance is not corrected by Licensee or VISTA within thirty (30) days after prior written notice by the other party.

7.2. Except as provided above, upon the expiration or other termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease as of the termination date.

8. Miscellaneous.

8.1. No Warranties. VISTA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND THOSE ARISING OUT OF USAGE OF TRADE OR COURSE OF DEALING, CONCERNING THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VISTA, ITS AGENTS, DEALERS, DISTRIBUTORS OR EMPLOYEES SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY OTHER WARRANTIES.

8.2. No Liability for Damages. EXCEPT FOR THE EXPRESS REMEDIES AND INDEMNITIES PROVIDED TO THE COMPANY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VISTA OR ITS SUPPLIERS (OR THEIR RESPECTIVE AGENTS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES) BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION TO: CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC, PUNITIVE OR SIMILAR DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS INFORMATION OR ANY AND ALL OTHER COMMERCIAL OR PECUNIARY DAMAGES OR LOSSES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PAYROLL SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, HOWEVER CAUSED AND ON ANY LEGAL THEORY OF LIABILITY (WHETHER IN TORT, CONTRACT OR OTHERWISE), EVEN IF VISTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LICENSEE ACKNOWLEDGES THAT THE

LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. In any event, if any statute implies warranties or conditions not stated in this Agreement, VISTA's entire liability under any provision of this Agreement shall be limited to the greater of the amount actually paid by Licensee to license the SOFTWARE and Five United States Dollars (US\$5.00). Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.

8.3. No Indemnity. VISTA shall have no obligation to defend Licensee or to pay any resulting costs, damages, or attorneys' fees for any claims alleging direct or contributory infringement of the SOFTWARE by: 1) VISTA's provision of access to the SOFTWARE; or 2) Licensee's access or use the SOFTWARE.

8.4. Entire Agreement. This Agreement, and any exhibits, constitutes the entire agreement between VISTA and Licensee with regard to the SOFTWARE and supersedes any and all prior agreements on this topic. This Agreement shall not be modified except by a written agreement between authorized representatives of VISTA and Licensee.

8.5. Severability. If a court of competent jurisdiction determines that a provision of this Agreement is unenforceable in any jurisdiction, then such provision shall be deemed modified to the minimum extent necessary to make it comply with the applicable law of such jurisdiction

8.6. Governing Law. This Agreement is governed by the laws of the State of Iowa and applicable U.S. federal law and the state and federal courts located in Cedar Rapids, Iowa, USA shall have exclusive jurisdiction and venue over any claim arising from this License Agreement.

We the undersigned agree to the terms and conditions set forth in this Agreement and Exhibits.

VISTA SOFTWARE LLC

CEDAR RAPIDS CSD
DISTRICT # 1053

Signed: _____

Signed: _____

Name: Lee Richard Toomsen

Name: _____

Position: CEO

Position: _____

Date: _____

Date: _____

EXHIBIT A

One-Time Initial Setup & Training Fee:	\$0.00
Annual License Fee:	\$ 83,250.00
Prorated License Fee for three (3) months of use:	\$ 20,812.50
K-12 Student Enrollment (20-21):	16,294
License Period:	7/1/2021 - 9/30/2021
Term of this Agreement:	7/1/2021 - 9/30/2021

Payment Schedule:

July 1, 2021
\$ 20,812.50

Payment will be made no later than thirty days after invoice.

Software customization and support not covered under this agreement is subject to our professional services rate, currently \$200/hr.

EXHIBIT B

SOFTWARE means:

The School Business Software Package “Vista Iowa” provided by VISTA SOFTWARE LLC, including all of the following components:

- Financial Accounting System
- Accounts Payable Module
- Accounts Receivable Module
- General Ledger Module
- Payroll System
- Human Resources/Personnel System
- Document Storage System
- Fixed Assets System
- Leave Tracking Module
- Application Interface System
- Cash Payment System
- Claims & Reimbursement System
- Purchase Order System
- Employee Self-Service Module

CONSENT AGENDA

BA-22-034 Meal Price Increase - 2021-2022 School Year (Jennifer Hook)

Information Item

Pertinent Fact(s):

1. The Food and Nutrition Department will be increasing breakfast and lunch prices to comply with guidelines of the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). USDA has extended the national waiver for schools to be able to offer free meals to all students through the 2021-2022 School Year. All first meals will be free to all students; the pricing will be for additional meals. The adult meal price will be set at \$3.95 as per federal requirements. The price increase is in anticipation that USDA returns to free/reduced/paid status next year.

The increase is as follows:

Breakfast	Current Price	Proposed Price	Increase
Elementary	\$1.95	\$2.05	\$0.10
Secondary	\$2.05	\$2.15	\$0.10
Reduced	\$0.30	\$0.30	\$ -

Breakfast	Current Price	Proposed Price	Increase
Elementary	\$2.90	\$3.00	\$0.10
Secondary	\$3.00	\$3.10	\$0.10
Reduced	\$.040	\$0.40	\$ -

2. The Paid Meal Equity provision of the HHFKA requires schools to annually assess their prices with the end goal of all paid lunch prices at least equaling the free reimbursement rate minus the paid reimbursement rate. Districts do not have to meet the paid lunch price requirement immediately. The regulations allow for a gradual increase in paid lunch prices.
3. Financial impact for a family: If a student participates in the breakfast and lunch program every day, the increase would amount to approximately \$2 monthly or \$18 annually.

CONSENT AGENDA

BA-22-035 **Amended Agreement - Cedar Rapids Community School District and Leaders, Believers, Achievers Foundation (Adam Zimmermann)**

Exhibit: BA-22-035.1

Action Item

Pertinent Fact(s):

The addendum to the Agreement with LBA Foundation now includes wraparound programming for the Kids On Course Scholar Camp at Franklin Middle School – Summer 2021.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School District and Leaders, Believers, Achievers Foundation.

AGREEMENT ADDENDUM
LEADERS, BELIEVERS, ACHIEVERS FOUNDATION

The agreement effective August 1, 2020, between Cedar Rapids Community School District and Leaders, Believers, Achievers Foundation (LBAF) to provide academic programming is hereby amended to include the following summer program as follows:

- Program: CR Dreams
- Date: July 6 - August 5, 2021
- Time: 12:30-5:30 p.m.
- Number of Students: Minimum of 35
- Location: Franklin Middle School, 300 20th St NE, CR, IA 52402

Funding in the amount of \$8,000 to be provided to LBAF upon execution of this addendum to the original agreement.

We the undersigned hereby agree to the additions outlined above. All other provisions of the original agreement, unless revised herein, remain unchanged.

Cedar Rapids Community School District Leaders, Believers, Achievers Foundation

By: _____
Board Secretary

By: _____
Executive Director

Date: _____

Date: _____

CONSENT AGENDA

BA-22-036 Tabulation – Chromebook Charging Cabinets (Jon Galbraith/Jeff Lucas)

Exhibit: BA-22-036.1

Action Item

Pertinent Fact(s):

Chromebook Charging Cabinets are part of the furniture package for West Willow. The charging cabinets are needed to ensure student devices are charged and ready for each day. CRCSD received 3 bids for the selected cabinets and the recommended vendor is SHI International Corp.

Recommendation:

It is recommended that the Board of Education approve the Tabulation – Chromebook Charging Cabinets to SHI International Corp.

Bid Tabulation - Chrome Book Charging Cabinets

		Vendors providing Bids (as requested)		
	Qty	SHI	Dell	CDW-G
Tripp Lite 16-Port-AC Charging Storage Station w/ Cart	55	\$572.13	\$579.16	\$645.39
	Total Cost	\$31,467.15	\$31,853.80	\$35,496.45

BOARD GOVERNANCE

BA-22-037 2022 IASB Legislative Platform (Jennifer Borcharding/Laurel Day)

Action Item

Pertinent Fact(s):

1. Each year the Iowa Association of School Boards develops a legislative platform. Local Boards of Education have been requested to submit their top four legislative priorities to be considered for inclusion in the 2022 Iowa Association of School Boards legislative platform.
2. The Board will discuss the legislative priorities that will help guide the Iowa Association of School Boards legislative advocacy efforts. The current platform and resolutions are available at the IASB link:
[2021 IASB Platform](#)
[2021 IASB Legislative Resolutions](#)
3. Resolutions and priorities are due by August 11, 2021 to IASB via the IASB Call for Legislative Priorities survey. The survey will be completed by Board Secretary Day.

Recommendation:

It is recommended that the Board of Education approve their top four legislative priorities and submit the priorities to the Iowa Association of School Boards to be considered for inclusion in the 2022 Legislative Platform.

BOARD GOVERNANCE

BA-22-038 **Appointment of School District Board Secretary (Nancy Humbles)**

Action Item **Motion/2nd/Roll Call**

Pertinent Fact(s):

1. The Code of Iowa, Chapter 279.3, provides that the Board of Education appoint a School District Secretary of the Board of Directors, in the County of Linn, State of Iowa on an annual basis using roll call action.
2. The Oath of Office is to be administered by the President of the Board of Directors following the approved Resolution.

RESOLUTION for the appointment of Secretary of the Board of Directors of the Cedar Rapids Community School District, in the County of Linn, State of Iowa.

WHEREAS, Chapter 279.3, Code of Iowa provides that the Board of Directors shall appoint a Secretary; therefore,

BE IT RESOLVED, that Laurel A. Day, be hereby appointed as Secretary of the Board of Directors for a term of one year beginning July 12, 2021, and shall qualify for said appointment by taking the Oath of Office in the manner required by Section 277.28 and thereafter shall hold office until a successor is appointed and qualified, and

BE IT FURTHER RESOLVED that this action shall be entered of record in the minutes of this School Corporation.

Recommendation:

It is recommended that the Board of Education approve the Appointment of Laurel A. Day as Cedar Rapids Community School District Board Secretary of the Board of Directors, in the County of Linn, State of Iowa for a term of one year beginning July 12, 2021, and shall qualify for said appointment by taking the Oath of Office in the manner required by Section 277.28 and thereafter shall hold office until a successor is appointed and qualified, and that this action shall be entered of record in the minutes.

BOARD GOVERNANCE

BA-22-039 **Appointment of School District Board Treasurer (Nancy Humbles)**

Action Item **Motion/2nd/Roll Call**

Pertinent Fact(s):

1. The Code of Iowa, Chapter 279.3, provides that the Board of Education appoint a School District Treasurer of the Board of Directors, in the County of Linn, State of Iowa on an annual basis using roll call action.
2. The Oath of Office is to be administered by the President of the Board of Directors following the approved Resolution.

RESOLUTION for the appointment of Treasurer of the Board of Directors of the Cedar Rapids Community School District, in the County of Linn, State of Iowa

WHEREAS, Chapter 279.3, Code of Iowa provides that the Board of Directors shall appoint a Treasurer; therefore,

BE IT RESOLVED, that David Nicholson, be hereby appointed as Treasurer of the Board of Directors for a term of one year beginning July 12, 2021, and shall qualify for said appointment by taking the Oath of Office in the manner required by Section 277.28 and thereafter shall hold office until a successor is appointed and qualified, and

BE IT FURTHER RESOLVED that this action shall be entered of record in the minutes of this School Corporation.

Recommendation:

It is recommended that the Board of Education approve the appointment of David Nicholson as Cedar Rapids Community School District Board Treasurer of the Board of Directors, in the County of Linn, State of Iowa for a term of one year beginning July 12, 2021, and shall qualify for said appointment by taking the Oath of Office in the manner required by Section 277.28 and thereafter shall hold office until a successor is appointed and qualified, and that this action shall be entered of record in the minutes.

LEARNING AND LEADERSHIP

BA-22-040 School Resource Officer Data Analysis (Nicole Kooiker)

Exhibit: Confidential Item

Information Item

Strategic Plan/Focus Areas

- Culture**
- Student Learning**
- Workforce**
- Systems and Resources**

Pertinent Fact(s):

1. CRCSD is currently collecting, reviewing and analyzing data to ensure our schools are a place where all students can learn and thrive. Our work is being done in collaboration with the Cedar Rapids Police Department (CRPD), students, staff members, parents, and community members.
2. CRPD Lieutenant Cory McGarvey, CRPD Criminal Intelligence Analyst Kent Christen, and Deputy Superintendent Nicole Kooiker will present data that has been collected from School Resource Officers, the panorama student survey, community listening and feedback sessions, as well as the community survey. We will be reviewing the data and analysis with the Board at an upcoming Board meeting.

ADMINISTRATION

BA-22-041 Resolution - Remove the Commitment of General Fund Balances (David Nicholson)

Action Item

Pertinent Fact(s):

1. In June of 2019, the Board approved the general fund balance commitments of \$536,680 for the purchase of 20 vans and \$600,000 for the purchase and implementation of the new Infinite Visions HR/Accounting software from Tyler Technologies.
2. The vans have been purchased and \$461,850 has been paid to Tyler Technologies for the new Infinite Visions HR/Accounting software in FY20, which left \$138,150 as committed funds as of June 30, 2020.
3. During the course of the year, the remaining committed funds for the implementation of the new software has been expended, so it is appropriate for the Board to un-commit the remaining \$138,150.

Recommendation:

It is recommended that the Board of Education approve the Resolution authorizing the removal of the remaining \$138,150 fund balance commitment the purchase and implementation of the new Infinite Visions HR/Accounting software.



SCHOOL BOARD CALENDAR

(Dates and times are tentative – please consult with the Board Secretary’s Office for more details)

2021- JULY

Monday	Jul 12	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2021- AUGUST

Monday	Aug 9	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Aug 23		First Day of School	CRCSD
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Monday	Aug 23	5:30 pm	Board Work Session & Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2021- SEPTEMBER

Monday	Sep 13	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Sep 27	5:30 pm	Board Work Session & Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2021- OCTOBER

Monday	Oct 11	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Oct 25	5:30 pm	Board Work Session & Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2021- NOVEMBER

Tuesday	Nov 2		Election Day	
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Monday	Nov 15	5:30 pm	Board Annual & Organizational Meetings	ELSC, Board Room 2500 Edgewood Rd NW
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2021- DECEMBER

Monday	Dec 13	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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ADJOURNMENT – President Nancy Humbles

Board Meeting: Monday, July 12, 2021