

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING**

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Public Participation is available by preregistering @ https://crk12.sic1.qualtrics.com/jfe/form/SV_cLJBd18uh5DoBVP by 12:00 PM on July 13th.
The public may also submit their comments prior to and up until 5:00 PM of the scheduled meeting start time

to: Lday@crschools.us

**Monday, July 13, 2020
5:30 p.m.**

A G E N D A

CALL TO ORDER (President Nancy Humbles)

APPROVAL OF AGENDA (President Nancy Humbles) 4

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

COMMUNICATIONS, DELEGATIONS, AND PETITIONS (President Nancy Humbles)

CONSENT AGENDA

BA-21-000/01	Minutes – Regular Meeting June 8, 2020 (Laurel Day)	4
BA-21-001/01	Approval of Claims Report – May 2020 (David Nicholson)	5
BA-21-002/01	Activity Fund Financial Report – May 2020 (David Nicholson)	12
BA-21-003/01	Budget Summary Report – May 2020 (David Nicholson).....	21
BA-21-004/01	Statement of Receipts, Disbursements, and Cash Balances Report – May 2020 (David Nicholson)	30
BA-21-005/01	Investments Report – May 2020 (David Nicholson).....	33
BA-21-006/01	Food & Nutrition Fund Statement – May 2020 (David Nicholson)	35
BA-21-007/01	Unspent Balance Report – May 2020 (David Nicholson).....	38
BA-21-008/01	Open Enrollment – Denial 2020-21 School Year (John Rice)	40
BA-21-009/01	Personnel Report (Linda Noggle).....	42
BA-21-011/01	Policy Manual – Review & Revision – 102 “Equal Educational Opportunity and Non-Discrimination”, 102a “Grievance Procedure”, 102b “Grievance Form for Complaints of Discrimination or Non-Compliance with Federal or State Regulations Requiring Non-Discriminations”, Proposed 102c “Title IX Grievance Procedures”, 502.5 “Harassment”, 506.6 “Abuse of Students by District Employees”, 506.9 “Drug & Alcohol Testing Program”, 612.1 “Anti-Bullying/ Harassment”, 612.1a “Student-to-Student Bullying/Harassment Investigation”, 805 “Community Use of Facilities”, 805.1 “Use of Facilities – Standards for Usage”, 805.2 “Use of Facilities – Eligibility”, 805.3 “Use of Facilities – Priority Schedule” 805.4 “Use of Facilities – Application Procedure”, 805.5 “Use of Facilities – Rental Fee Schedule”, 805.5a “Tennis Courts”, 805.5b “Gym Use”, 805.5c “Pool Use”, 805.6 “Use of Facilities – Chart of Rental Fees”, 805.7 “Use of Facilities – Kingston Stadium”, 805.9 “Use of Facilities – School Kitchens”, 805.10 “Use of Facilities – Theatre Rentals”, Proposed 901.1 “Use of Seatbelts” (Noreen Bush/Laurel Day)	52
BA-21-013	Agreements – GWAEA Mentoring & Induction (Ryan Rydstrom)	99
BA-21-014	Approval – CR Metro Economic Alliance for Business Development Services 2020-21 School Year (Noreen Bush)	107
BA-21-015	Agreements – Data Sharing & Use – 2020-21 School Year (Craig Barnum).....	109
BA-21-016	Agreement – Mount Mercy University – Professional Development School – 2020-21 School Year (Adam Zimmerman)	175
BA-21-017	Final Approval –Kennedy HS - Track Refurbishing Project --Certificate of Substantial Completion (Chris Gates).....	183

CONSENT AGENDA – con’t

BA-21-018	Final Approval –Coolidge ES- Asbestos Abatement Project – Certificate of Substantial Completion (Chris Gates)	186
BA-21-019	Final Approval –Tridium/Niagara N4 Migration Project – Certificate of Substantial Completion (Tammy Carter)	189
BA-21-020	Tabulation – Website Design (Craig Barnum/Jeff Lucas/Colleen Scholer/Tom Day)	192
BA-21-021	Proposal Acceptance – GoGuardian Licensing – 2020-21 School Year (Craig Barnum/Jeff Lucas/Tom Day).....	196
BA-21-022	Proposal Acceptance – Marco – Network Printing (Tom Day)	198
BA-21-023	Appointment of Title IX Coordinator – 2020-21 School Year (Noreen Bush)....	203
BA-21-024	Proposal Acceptance – WeVideo Licensing – 2020-21 School Year (Craig Barnum/Jeff Lucas/Tom Day).....	204
BA-21-025	Purchasing Register – Tires (Tom Day/Scott Wing)	208
BA-21-026	Agreement – Obelisk Consulting Services – 2020-21 School Year (Noreen Bush/Adam Zimmermann).....	210
BA-21-027	Agreement –Nepris – 2020-21 School Year (John Rice/Tara Troester)	214
BA-21-028	Agreement – Grant Wood AEA for Teacher Leadership Support – 2020-21 School Year (Ryan Rydstrom)	218
BA-21-029	Agreement – Intercultural Development Group, LLC – 2020-21 School Year (Justin Blietz).....	221
BA-21-030	Agreement – Student Teaching/Field Experience – Colleges & Universities 2020-21 School Year (Nicole Kooiker)	226
BA-21-031	Agreement –Panorama Education- Assessment Materials – 2020-21 School Year (Justin Blietz).....	269
BA-21-032	Agreement –Habitudes – 9-12 Instructional Materials – 2020-21 School Year (Cynthia Phillips/Justin Blietz)	277
BA-20-033	Resolution – Inter-Fund Loans (David Nicholson)	284
BA-21-034	Resolution – Bank Naming Depositories (David Nicholson)	286
BA-21-035	Approval - Annual Renewal Management Fund Insurance Coverage: Property, Casualty, Liability, Workers Compensation and Equipment Breakdown Insurance – FY 2020-21 (David Nicholson).....	288
BA-21-036	Approval – District Audit Committee Membership 2020-21 School Year (David Nicholson)	316
BA-21-037	Approval –Restroom Upgrades Project – McKinley, Roosevelt, and Taft Middle Schools – Change Order Number One (Chris Gates).....	318
BA-21-038	Approval –ADA Elevator Project – Kennedy High School – Change Order Number One (Chris Gates)	320
BA-21-039	Meal Price Increase – 2020-21 School Year (Suzy Ketelsen)	322
BA-21-040	Agreements - Community Partnerships – 2020-21 School Year (Adam Zimmermann)	324
BA-21-041	Agreement – City of Cedar Rapids for Police Pal Programming – 2020-21 School Year (Eric Christenson).....	384

ADMINISTRATION

BA-21-042	Audit Committee Report (David Nicholson)	390
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LEARNING AND LEADERSHIP

BA-21-043	Overview - Return to Learn Plan (Noreen Bush/Nicole Kooiker)	400
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BOARD GOVERNANCE

BA-21-044	2021 IASB Legislative Platform (Gary Anhalt/Cindy Garlock)	401
BA-21-045	Appointment of School District Board Secretary (Nancy Humbles).....	402
BA-21-046	Appointment of School District Board Treasurer (Nancy Humbles).....	403

ADJOURNMENT - (President Nancy Humbles)



AGENDA

CALL TO ORDER – President Nancy Humbles

APPROVAL OF AGENDA – President Nancy Humbles

“I move that the agenda of Monday, July 13, 2020 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-21-000/01 Minutes – Regular Meeting on Monday, June 8, 2020 (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 8, 2020.

Board Meeting: Monday, July 13, 2020

CONSENT AGENDA

BA-21-001/01 Approval of Claims Report - May 2020 (David Nicholson)

Exhibit: BA-21-001/01.1-6

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, 2020 totaled \$21,748,524.05.

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, 2020.

**Cedar Rapids Community School District
Summary of Expenditures and Payroll for Month Ending May 31, 2020**

	<u>General Fund (10)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
Electronic Payments						
Period Ending 5/1	\$ 1,707.84	\$ -	\$ -	\$ 185.75	\$ -	\$ 1,893.59
Period Ending 5/8	522.55	-	-	-	151.52	674.07
Period Ending 5/15	345.29	-	-	-	26.76	372.05
Period Ending 5/22	889.54	-	-	-	-	889.54
Period Ending 5/29	6,587,077.56	12,217.64	582,296.12	371,273.83	335,762.65	7,888,627.80
Approved Warrants and Voids						
Period Ending 5/1	\$ 362,859.41	\$ 2,709.53	\$ 126,194.86	\$ 2,881.03	\$ 1,426.34	\$ 496,071.17
Period Ending 5/8	505,232.96	5,213.96	240,649.43	48,335.64	2,066.44	801,498.43
Period Ending 5/15	798,387.62	-	519,378.45	75,415.76	3,079.54	1,396,261.37
Period Ending 5/22	570,450.92	119,905.78	88,606.08	10,517.16	3,499.11	792,979.05
Period Ending 5/29	410,835.46	2,050.52	268,833.11	4,402.64	131.00	686,252.73
	\$ 9,238,309.15	\$ 142,097.43	\$ 1,825,958.05	\$ 513,011.81	\$ 346,143.36	\$ 12,065,519.80
Payrolls - Net	<u>9,683,004.25</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>9,683,004.25</u>
Total Expenditures	<u>\$ 18,921,313.40</u>	<u>\$ 142,097.43</u>	<u>\$ 1,825,958.05</u>	<u>\$ 513,011.81</u>	<u>\$ 346,143.36</u>	<u>\$ 21,748,524.05</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 1, 2020**

	<u>General Fund (10)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
Electronic Payments						
EFT FILE	\$ 1,707.84	\$ -	\$ -	\$ 185.75	\$ -	\$ 1,893.59
Approved Warrants and Voids (Entered By Batch)						
	\$ 362,859.41	\$ 2,709.53	\$ 126,194.86	\$ 2,881.03	\$ 1,426.34	\$ 496,071.17
Total	<u><u>\$ 364,567.25</u></u>	<u><u>\$ 2,709.53</u></u>	<u><u>\$ 126,194.86</u></u>	<u><u>\$ 3,066.78</u></u>	<u><u>\$ 1,426.34</u></u>	<u><u>\$ 497,964.76</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 8, 2020**

	<u>General Fund (10)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
Electronic Payments						
EFT FILE	\$ 522.55	\$ -	\$ -	\$ -	\$ 151.52	\$ 674.07
 Approved Warrants and Voids (Entered By Batch)						
	\$ 505,232.96	\$ 5,213.96	\$ 240,649.43	\$ 48,335.64	\$ 2,066.44	801,498.43
 Total	<u><u>\$ 505,755.51</u></u>	<u><u>\$ 5,213.96</u></u>	<u><u>\$ 240,649.43</u></u>	<u><u>\$ 48,335.64</u></u>	<u><u>\$ 2,217.96</u></u>	<u><u>\$ 802,172.50</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 15, 2020**

	<u>General Fund (10)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
Electronic Payments						
EFT FILE	\$ 345.29	\$ -	\$ -	\$ -	\$ 26.76	\$ 372.05
 Approved Warrants and Voids (Entered By Batch)						
	\$ 798,387.62	\$ -	\$ 519,378.45	\$ 75,415.76	\$ 3,079.54	1,396,261.37
 Total	<u><u>\$ 798,732.91</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 519,378.45</u></u>	<u><u>\$ 75,415.76</u></u>	<u><u>\$ 3,106.30</u></u>	<u><u>\$ 1,396,633.42</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 22, 2020**

	<u>General Fund (10)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
Electronic Payments						
EFT FILE	\$ 889.54	\$ -	\$ -	\$ -	\$ -	\$ 889.54
 Approved Warrants and Voids (Entered By Batch)						
	\$ 570,450.92	\$ 119,905.78	\$ 88,606.08	\$ 10,517.16	\$ 3,499.11	\$ 792,979.05
 Total	<u><u>\$ 571,340.46</u></u>	<u><u>\$ 119,905.78</u></u>	<u><u>\$ 88,606.08</u></u>	<u><u>\$ 10,517.16</u></u>	<u><u>\$ 3,499.11</u></u>	<u><u>\$ 793,868.59</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
May 29, 2020**

	<u>General Fund (10)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
Electronic Payments						
EFT FILE	\$ 2,900.93	\$ -	\$ -	\$ 45.30	\$ -	\$ 2,946.23
ACH PAYMENTS	6,584,176.63	12,217.64	582,296.12	371,228.53	335,762.65	7,885,681.57
Approved Warrants and Voids (Entered By Batch)						
WARRANTS	\$ 411,345.46	\$ 2,050.52	\$ 268,833.11	\$ 4,420.64	\$ 201.00	\$ 686,850.73
VOIDS	\$ (510.00)	\$ -	\$ -	\$ (18.00)	\$ (70.00)	\$ (598.00)
Total	<u>\$ 6,997,913.02</u>	<u>\$ 14,268.16</u>	<u>\$ 851,129.23</u>	<u>\$ 375,676.47</u>	<u>\$ 335,893.65</u>	<u>\$ 8,574,880.53</u>

CONSENT AGENDA

BA-21-002/01 Activity Fund Financial Report – May 2020 (David Nicholson)

Exhibit: BA-21-002/01.1-8

Action Item

Pertinent Fact(s):

Board Regulation 703.2 requires the Activity Fund Financial Report. Receipts through the period ended May 31, 2020 were \$2,706,443.94. Disbursements through the period ended May 31, 2020 were \$2,662,634.44. Checks for the period of May 1 – 31, 2020 totaled \$146,694.31; this amount is included within the total disbursements of \$2,662,634.44. The total cash balance of the Activity Funds on May 31, 2020 was \$1,650,448.70.

Recommendation:

It is recommended that the Board of Education approve the Activity Fund Financial Report for the period ended May 31, 2020.

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
SECONDARY SCHOOLS - ACTIVITY FUNDS FINANCIAL SUMMARY
FOR THE MONTH ENDING MAY 31, 2020**

	Beginning Cash	Receipts	Expenditures	Current Cash	Bank Account Balances 5/31/2020				Total
	6/30/2019			5/31/2020	Cash On Hand	Checking	Savings	Investments	
Franklin	\$ 44,345.54	\$ 104,738.58	\$ 99,256.65	\$ 49,827.47	\$ -	\$ 11,985.75	\$ 12,768.51	\$ 25,073.21	\$ 49,827.47
Harding	150,232.25	56,473.12	40,395.51	166,309.86	-	114,166.33	-	52,143.53	166,309.86
McKinley	143,575.98	33,163.93	33,565.81	143,174.10	125.00	129,838.35	-	13,210.75	143,174.10
Roosevelt	51,621.13	28,324.65	32,627.25	47,318.53	70.00	17,297.98	24,995.59	4,954.96	47,318.53
Taft	138,756.72	91,674.93	78,931.06	151,500.59	100.00	131,871.03	19,529.56	-	151,500.59
Wilson	20,165.65	5,798.91	2,692.98	23,271.58	27.00	23,244.58	-	-	23,271.58
Total Middle Schools	\$ 548,697.27	\$ 320,174.12	\$ 287,469.26	\$ 581,402.13	\$ 322.00	\$ 428,404.02	\$ 57,293.66	\$ 95,382.45	\$ 581,402.13
Jefferson	274,037.72	478,855.34	484,575.29	268,317.77	1,500.00	266,817.77	-	-	268,317.77
Kennedy	416,909.66	866,586.75	843,428.20	440,068.21	1,400.00	407,932.07	14,353.19	16,382.95	440,068.21
Metro	46,482.85	23,433.22	15,985.61	53,930.46	-	53,930.46	-	-	53,930.46
Washington	311,048.96	852,554.59	866,340.75	297,262.80	1,000.00	260,054.83	16,105.51	20,102.46	297,262.80
Total High Schools	\$ 1,048,479.19	\$ 2,221,429.90	\$ 2,210,329.85	\$ 1,059,579.24	\$ 3,900.00	\$ 988,735.13	\$ 30,458.70	\$ 36,485.41	\$ 1,059,579.24
Kingston Stadium	9,462.74	164,839.92	164,835.33	9,467.33	-	9,467.33	-	-	9,467.33
GRAND TOTAL	\$ 1,606,639.20	\$ 2,706,443.94	\$ 2,662,634.44	\$ 1,650,448.70	\$ 4,222.00	\$ 1,426,606.48	\$ 87,752.36	\$ 131,867.86	\$ 1,650,448.70

**FRANKLIN MIDDLE SCHOOL
REPORT OF FINANCIAL ACTIVITIES
FOR THE MONTH ENDING MAY 31, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 5/31/2020
Admin & Investments	\$ 513.37	\$ 50,233.86	\$ 50,639.45	\$ 446.22	\$ 150.22	\$ 403.78
Athletics	3,172.64	1,995.60	1,851.74	3,000.00	-	6,316.50
Donations	6,232.33	2,290.00	3,846.38	-	146.84	4,529.11
Fine Arts	18,675.17	24,221.52	25,049.84	2,000.00	-	19,846.85
IMC	775.90	-	-	-	-	775.90
Revolving Fees	-	-	-	-	-	-
Student Activities	14,926.13	16,227.00	7,256.80	7,680.11	13,721.11	17,855.33
Trips & Misc	50.00	9,770.60	10,612.44	891.84	-	100.00
Umbrella Totals	\$ 44,345.54	\$ 104,738.58	\$ 99,256.65	\$ 14,018.17	\$ 14,018.17	\$ 49,827.47

**HARDING MIDDLE SCHOOL
REPORT OF FINANCIAL ACTIVITIES
FOR THE MONTH ENDING MAY 31, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 5/31/2020
Admin & Investments	\$ 58,779.28	\$ 2,499.42	\$ 2,048.44	\$ 45,850.39	\$ -	\$ 105,080.65
Athletics	3,832.62	160.00	1,294.83	5,686.19	-	8,383.98
Donations	1,212.57	510.00	424.35	-	-	1,298.22
Fine Arts	14,548.51	4,764.58	6,803.48	-	-	12,509.61
IMC	3,770.46	1,981.25	2,333.10	3,000.00	2,281.64	4,136.97
Revolving Fees	11,091.01	100.00	442.24	-	10,748.77	-
Student Activities	56,997.80	46,457.87	27,049.07	19,042.01	60,548.18	34,900.43
Trips & Misc	-	-	-	-	-	-
Umbrella Totals	\$ 150,232.25	\$ 56,473.12	\$ 40,395.51	\$ 73,578.59	\$ 73,578.59	\$ 166,309.86

**MCKINLEY MIDDLE SCHOOL
REPORT OF FINANCIAL ACTIVITIES
FOR THE MONTH ENDING MAY 31, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 5/31/2020
Admin & Investments	\$ 28,202.55	\$ 10,656.46	\$ 6,370.31	\$ 22.00	\$ 7,189.44	\$ 25,321.26
Athletics	7,307.00	88.00	363.52	1,533.98	-	8,565.46
Donations	29,874.44	3,494.50	5,285.39	-	-	28,083.55
Fine Arts	18,152.19	14,983.17	7,886.26	2,318.71	2,318.71	25,249.10
IMC	624.57	-	624.57	-	-	(0.00)
Revolving Fees	22.00	-	-	-	22.00	-
Student Activities	59,393.23	3,941.80	13,035.76	17,722.72	12,067.26	55,954.73
Trips & Misc	-	-	-	-	-	-
Umbrella Totals	\$ 143,575.98	\$ 33,163.93	\$ 33,565.81	\$ 21,597.41	\$ 21,597.41	\$ 143,174.10

**ROOSEVELT MIDDLE SCHOOL
REPORT OF FINANCIAL ACTIVITIES
FOR THE MONTH ENDING MAY 31, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 5/31/2020
Admin & Investments	\$ 6,587.40	\$ 182.69	\$ 1,027.91	\$ 117.24	\$ 3,861.00	\$ 1,998.42
Athletics	2,807.14	843.00	810.00	-	642.77	2,197.37
Donations	4,775.70	40.12	479.05	500.00	-	4,836.77
Fine Arts	3,801.01	16,215.94	14,942.33	717.40	-	5,792.02
IMC	200.33	75.00	55.47	300.00	-	519.86
Revolving Fees	6,216.67	313.90	231.14	1,120.18	245.00	7,174.61
Student Activities	21,965.34	10,654.00	10,853.35	2,883.00	571.65	24,077.34
Trips & Misc	5,267.54	-	4,228.00	200.00	517.40	722.14
Umbrella Totals	\$ 51,621.13	\$ 28,324.65	\$ 32,627.25	\$ 5,837.82	\$ 5,837.82	\$ 47,318.53

**TAFT MIDDLE SCHOOL
REPORT OF FINANCIAL ACTIVITIES
FOR THE MONTH ENDING MAY 31, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 5/31/2020
Admin & Investments	\$ 13,568.49	\$ 18,556.33	\$ 18,653.62	\$ -	\$ -	\$ 13,471.20
Athletics	3,665.62	3,227.00	2,932.52	-	-	3,960.10
Donations	4,648.17	560.00	17.38	368.18	368.18	5,190.79
Fine Arts	18,834.44	18,290.14	21,204.52	-	-	15,920.06
IMC	2,098.19	128.00	-	-	-	2,226.19
Revolving Fees	-	-	-	-	-	-
Student Activities	88,753.36	40,318.46	24,945.15	2,468.87	2,468.87	104,126.67
Trips & Misc	7,188.45	10,595.00	11,177.87	-	-	6,605.58
Umbrella Totals	\$ 138,756.72	\$ 91,674.93	\$ 78,931.06	\$ 2,837.05	\$ 2,837.05	\$ 151,500.59

**WILSON MIDDLE SCHOOL
REPORT OF FINANCIAL ACTIVITIES
FOR THE MONTH ENDING MAY 31, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 5/31/2020
Admin & Investments	\$ 5,511.37	\$ 3,099.80	\$ 875.65	\$ -	\$ -	\$ 7,735.52
Athletics	776.94	-	-	-	-	776.94
Donations	644.12	267.79	50.00	-	-	861.91
Fine Arts	4,904.96	660.00	413.00	-	-	5,151.96
IMC	68.46	-	-	-	-	68.46
Revolving Fees	597.16	-	-	-	-	597.16
Student Activities	7,662.64	1,771.32	1,354.33	-	-	8,079.63
Trips & Misc	-	-	-	-	-	-
Umbrella Totals	\$ 20,165.65	\$ 5,798.91	\$ 2,692.98	\$ -	\$ -	\$ 23,271.58

**JEFFERSON HIGH SCHOOL
REPORT OF FINANCIAL ACTIVITIES
FOR THE MONTH ENDING MAY 31, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 5/31/2020
Admin & Investments	\$ 14,954.93	\$ 16,207.83	\$ 12,578.11	\$ 1,153.00	\$ 2,153.19	\$ 17,584.46
Athletics	55,420.70	150,934.65	181,081.50	95,000.44	94,553.78	25,720.51
Donations	5,735.19	3,500.00	3,500.00	-	-	5,735.19
Fine Arts	100,638.19	90,851.83	78,493.09	2,642.52	2,878.69	112,760.76
IMC	558.89	58.00	55.11	-	-	561.78
Revolving Fees	4,340.29	589.97	538.43	179.39	-	4,571.22
Student Activities	70,642.24	138,316.11	150,581.42	4,122.58	10,903.11	51,596.40
Trips & Misc	21,747.29	78,396.95	57,747.63	9,643.22	2,252.38	49,787.45
Umbrella Totals	\$ 274,037.72	\$ 478,855.34	\$ 484,575.29	\$ 112,741.15	\$ 112,741.15	\$ 268,317.77

**KENNEDY HIGH SCHOOL
REPORT OF FINANCIAL ACTIVITIES
FOR THE MONTH ENDING MAY 31, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 5/31/2020
Admin & Investments	\$ 41,546.88	\$ 105,099.07	\$ 88,457.42	\$ 26,026.85	\$ 27,090.75	\$ 57,124.63
Athletics	102,903.92	232,199.18	221,937.99	92,142.30	94,625.58	110,681.83
Donations	0.00	-	-	-	-	0.00
Fine Arts	119,131.91	426,103.91	422,479.99	22,092.86	24,156.00	120,692.69
IMC	6,356.57	584.98	3,328.75	-	-	3,612.80
Revolving Fees	24,752.48	18,031.86	14,337.66	927.04	50.00	29,323.72
Student Activities	105,333.21	76,949.98	83,057.32	11,391.52	6,958.24	103,659.15
Trips & Misc	16,884.69	7,617.77	9,829.07	300.00	-	14,973.39
Umbrella Totals	\$ 416,909.66	\$ 866,586.75	\$ 843,428.20	\$ 152,880.57	\$ 152,880.57	\$ 440,068.21

**METRO HIGH SCHOOL
REPORT OF FINANCIAL ACTIVITIES
FOR THE MONTH ENDING MAY 31, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 5/31/2020
Admin & Investments	\$ 557.33	\$ 188.31	\$ 108.07	\$ 75.00	\$ 75.00	\$ 637.57
Athletics	2,494.74	3,696.73	3,219.63	54.00	-	3,025.84
Donations	20,701.98	1,551.00	389.36	-	-	21,863.62
Fine Arts	248.60	83.00	106.26	-	-	225.34
IMC	-	-	-	-	-	-
Revolving Fees	19.25	95.00	95.00	-	-	19.25
Student Activities	21,090.24	16,094.18	10,347.08	65.51	54.00	26,848.85
Trips & Misc	1,370.71	1,725.00	1,720.21	-	65.51	1,309.99
Umbrella Totals	\$ 46,482.85	\$ 23,433.22	\$ 15,985.61	\$ 194.51	\$ 194.51	\$ 53,930.46

**WASHINGTON HIGH SCHOOL
REPORT OF FINANCIAL ACTIVITIES
FOR THE MONTH ENDING MAY 31, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 5/31/2020
Admin & Investments	\$ 10,587.97	\$ 379,329.75	\$ 371,445.43	\$ 5,909.46	\$ 10,383.74	\$ 13,998.01
Athletics	127,289.89	163,725.10	144,373.80	95,447.85	89,480.60	152,608.44
Donations	19,744.37	5,520.00	5,300.00	-	-	19,964.37
Fine Arts	61,958.20	224,924.02	271,033.66	2,500.40	1,437.64	16,911.32
IMC	(0.00)	231.48	231.48	-	-	(0.00)
Revolving Fees	(0.00)	86.00	86.00	-	-	(0.00)
Student Activities	75,092.80	70,871.43	66,425.62	8,777.81	6,446.23	81,870.19
Trips & Misc	16,375.73	7,866.81	7,444.76	354.38	5,241.69	11,910.47
Umbrella Totals	\$ 311,048.96	\$ 852,554.59	\$ 866,340.75	\$ 112,989.90	\$ 112,989.90	\$ 297,262.80

**KINGSTON STADIUM
REPORT OF FINANCIAL ACTIVITIES
FOR THE MONTH ENDING MAY 31, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 5/31/2020
Admin & Investments	\$ 859.91	\$ 2.31	\$ 953.32	\$ 953.32	\$ -	\$ 862.22
Athletics	-	164,837.61	163,882.01	57,332.01	58,287.61	-
Donations	-	-	-	-	-	-
Fine Arts	-	-	-	-	-	-
IMC	-	-	-	-	-	-
Revolving Fees	-	-	-	-	-	-
Student Activities	-	-	-	-	-	-
Trips & Misc	8,602.83	-	-	2.28	-	8,605.11
Umbrella Totals	\$ 9,462.74	\$ 164,839.92	\$ 164,835.33	\$ 58,287.61	\$ 58,287.61	\$ 9,467.33

**ALL ACTIVITY FUNDS
REPORT OF FINANCIAL ACTIVITIES
FOR THE MONTH ENDING MAY 31, 2020**

Activity Umbrella	Balance 6/30/2019	Receipts YTD	Expenditures YTD	Transfers In	Transfers Out	Balance 5/31/2020
Admin & Investments	\$ 181,669.48	\$ 586,055.83	\$ 553,157.73	\$ 80,553.48	\$ 50,903.34	\$ 244,217.72
Athletics	309,671.21	721,706.87	721,747.54	350,196.77	337,590.34	322,236.97
Donations	93,568.87	17,733.41	19,291.91	868.18	515.02	92,363.53
Fine Arts	360,893.18	821,098.11	848,412.43	32,271.89	30,791.04	335,059.71
IMC	14,453.37	3,058.71	6,628.48	3,300.00	2,281.64	11,901.96
Revolving Fees	47,038.86	19,216.73	15,730.47	2,226.61	11,065.77	41,685.96
Student Activities	521,856.99	421,602.15	394,905.90	74,154.13	113,738.65	508,968.72
Trips & Misc	77,487.24	115,972.13	102,759.98	11,391.72	8,076.98	94,014.13
Umbrella Totals	\$ 1,606,639.20	\$ 2,706,443.94	\$ 2,662,634.44	\$ 554,962.78	\$ 554,962.78	\$ 1,650,448.70

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
SECONDARY ACTIVITY FUNDS - LIST OF CLAIMS PAID
FOR THE MONTH ENDING MAY 31, 2020**

VENDOR	DESCRIPTION	AMOUNT	VENDOR	DESCRIPTION	AMOUNT
ABRAHAM, JEANNETE	SERV & SUPP	\$675.00	CHARIPAR, DONNA	SERV & SUPP	\$19.80
ADRIAN, AMANDA	SERV & SUPP	\$110.00	CHAWLA, MOHIT	SERV & SUPP	\$675.00
ANDEREGG, HEATHER	SERV & SUPP	\$10.00	CHEERSOUNDS MUSIC	SERV & SUPP	\$166.00
BAKER, BROOKE	SERV & SUPP	\$60.00	CLARK, JOHN	SERV & SUPP	\$10.00
BAUMGARTNER, AMANDA	SERV & SUPP	\$200.00	CLENDENEN, MELANIE	SERV & SUPP	\$200.00
BAXTER, BRANDY	SERV & SUPP	\$675.00	COLLINGWOOD, CHRISTINE	SERV & SUPP	\$10.00
BAXTER, ERIC	SERV & SUPP	\$675.00	COOPER, JENNY OR STEVE	SERV & SUPP	\$675.00
BEATRIZ ENRIQUEZ REYES, SUSANA	SERV & SUPP	\$52.00	COTTON GALLERY	SERV & SUPP	\$144.00
BEHREND, DIANE	SERV & SUPP	\$20.00	CRING, INES	SERV & SUPP	\$420.00
BENNETT, BRYAN OR MAUREEN	SERV & SUPP	\$540.00	CRUISE, CHRIS	SERV & SUPP	\$630.00
BICKEL, LARISA	SERV & SUPP	\$675.00	DAVIDSON, DYANNA	SERV & SUPP	\$300.00
BIEBER, ROXANNE	SERV & SUPP	\$52.00	DAVIS, AMY OR BENJAMIN	SERV & SUPP	\$1,350.00
BOSKING, JENNY	SERV & SUPP	\$675.00	DAVIS, CHRISTINE	SERV & SUPP	\$52.00
BOYD, DENISE	SERV & SUPP	\$10.00	DECAMP, AUSTIN OR KELLY	SERV & SUPP	\$675.00
BOYER, JILLIAN	SERV & SUPP	\$675.00	DECKER SPORTING GOODS	SERV & SUPP	\$6,439.00
BRAMER, BRADLEY OR GENEVIEVE	SERV & SUPP	\$675.00	DENT, MARCY	SERV & SUPP	\$675.00
BREMS, CARLA OR RYAN	SERV & SUPP	\$675.00	DEW, ANGELA	SERV & SUPP	\$10.00
BROWN, DAMON	SERV & SUPP	\$2,400.00	DEWOLF, SUZY	SERV & SUPP	\$675.00
BSN SPORTS	SERV & SUPP	\$394.00	DICKENS, ORVILLE	SERV & SUPP	\$10.00
BUDGET CAR RENTALS	SERV & SUPP	\$103.56	DIX, SCOTT	SERV & SUPP	\$625.50
BUMPUS, ADAM	SERV & SUPP	\$100.00	DONUTLAND	SERV & SUPP	\$228.00
BUNGE, JANICE	SERV & SUPP	\$50.00	DOTY, MICHELLE	SERV & SUPP	\$10.00
BUNKER, RICK	SERV & SUPP	\$72.82	EAST CENTRAL IA VOLLEYBALL	SERV & SUPP	\$105.00
BURGIN, JAMIE	SERV & SUPP	\$300.00	ESPE, JEANETTE	SERV & SUPP	\$517.50
BURKE, JAMES	SERV & SUPP	\$675.00	ESPOSITO, DENISE	SERV & SUPP	\$675.00
BURKEN, JAYSON	SERV & SUPP	\$2,500.00	EUROSPORT/SOCCER.COM	SERV & SUPP	\$1,467.43
BUTIKOFER, CHARLOTTE	SERV & SUPP	\$10.00	FAIRCHILD, TARAYSSA	SERV & SUPP	\$200.00
CARNEY, ANDREA	SERV & SUPP	\$675.00	FASHIMPAR, BEN	SERV & SUPP	\$675.00
CASEY, JENNIFER	SERV & SUPP	\$675.00	FAWCETT, MONICA	SERV & SUPP	\$200.00
CASTEIN, CHRIS	SERV & SUPP	\$25.00	FELLAND, TIM OR STEPHANIE	SERV & SUPP	\$675.00
CAVIL, MELANIE	SERV & SUPP	\$1,080.00	FEUERHELM, BENJAMIN	SERV & SUPP	\$3,500.00
CEDAR RAPIDS CSD	SERV & SUPP	\$30,446.19	FIESER, NATHAN	SERV & SUPP	\$675.00
CHARIPAR, ANGIE OR MATT	SERV & SUPP	\$540.00	FIESTER, CYNTHIA	SERV & SUPP	\$50.00

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
SECONDARY ACTIVITY FUNDS - LIST OF CLAIMS PAID
FOR THE MONTH ENDING MAY 31, 2020**

VENDOR	DESCRIPTION	AMOUNT	VENDOR	DESCRIPTION	AMOUNT
FLEMING, ERIC OR LESLEY	SERV & SUPP	\$675.00	JONASSON, KIRK	SERV & SUPP	\$675.00
FOSMO, VICTORIA	SERV & SUPP	\$77.00	JONES, AMANDA	SERV & SUPP	\$10.00
FOSTER, SUSAN	SERV & SUPP	\$52.00	KALOUS, TOM	SERV & SUPP	\$10.00
GEHLIN POWERS, LAURA	SERV & SUPP	\$50.00	KELLEY, TOBY	SERV & SUPP	\$50.00
GEISTKEMPER, KIM	SERV & SUPP	\$52.00	KIMBROUGH, MORGAN	SERV & SUPP	\$10.00
GIFFORD, GWYN & TODD	SERV & SUPP	\$50.00	KLEIN, MARIE	SERV & SUPP	\$104.00
GIRMAN, KIM	SERV & SUPP	\$675.00	KLEMAN, GINA	SERV & SUPP	\$675.00
GRAY, CARRIE	SERV & SUPP	\$10.00	KLINGAMAN, MARK	SERV & SUPP	\$1,292.50
GREEN, KIM	SERV & SUPP	\$52.00	KOOZER, MARY	SERV & SUPP	\$675.00
HADENFELDT, JENNIFER	SERV & SUPP	\$675.00	LAGUNAS, MARIA	SERV & SUPP	\$52.00
HAGGIN, LORI	SERV & SUPP	\$10.00	LARRY GLADSONS GOLF SHOP	SERV & SUPP	\$1,302.26
HALL, HEATHER	SERV & SUPP	\$200.00	LEE, BILL	SERV & SUPP	\$52.00
HAMILTON, KRISTIN	SERV & SUPP	\$675.00	LEVEL 10/INSYNC	SERV & SUPP	\$699.00
HARMS, BRIAN	SERV & SUPP	\$200.00	LEWIS, DEB	SERV & SUPP	\$200.00
HARRISON, LOUISIA	SERV & SUPP	\$517.50	LINDWALL, BECKY OR CLAY	SERV & SUPP	\$675.00
HENRY, SHEENA	SERV & SUPP	\$52.00	LOCHER, MARY	SERV & SUPP	\$675.00
HERNANDEZ-ORTIZ, ANTONIO	SERV & SUPP	\$10.00	LOCK, CHERRI	SERV & SUPP	\$675.00
HESFORD, ROSE	SERV & SUPP	\$52.00	LOECKE, NICHOLAS	SERV & SUPP	\$52.00
HETRICK, JOSH	SERV & SUPP	\$10.00	LOWDER, STEPHANIE	SERV & SUPP	\$200.00
HEYING, KARA	SERV & SUPP	\$675.00	M&T ENTERPRISES	SERV & SUPP	\$651.96
HOOKER, WENDY	SERV & SUPP	\$52.00	MACKENZIE, SUSAN	SERV & SUPP	\$200.00
HUGGINS, CRAIG	SERV & SUPP	\$675.00	MALONE, LACY	SERV & SUPP	\$675.00
HUNT, TODD	SERV & SUPP	\$100.00	MARLOW JR, JOHN ROBERT	SERV & SUPP	\$2,850.00
IMPRESOLUTIONS	SERV & SUPP	\$534.70	MARNER, DAVID	SERV & SUPP	\$675.00
IA CHORAL DIRECTORS ASSN	SERV & SUPP	\$28.00	MARTIN, JENNIFER	SERV & SUPP	\$10.00
IA GIRLS HS ATHLETIC UNION	SERV & SUPP	\$50.00	MATAMOROS-CLUTE, EMILY	SERV & SUPP	\$10.00
IA HS ATHLETIC ASSN	SERV & SUPP	\$177.20	MATSON, KATE	SERV & SUPP	\$10.00
IPROMOTEU	SERV & SUPP	\$2,062.29	MAURYA GIMSE, JESSICA	SERV & SUPP	\$10.00
J&A PRINTING	SERV & SUPP	\$328.00	MAXWELL MEDALS & AWARDS	SERV & SUPP	\$1,660.24
JW PEPPER & SON	SERV & SUPP	\$649.06	MCBRIDE, LURA OR RYAN	SERV & SUPP	\$1,327.50
JAVA JOES FUNDRAISING	SERV & SUPP	\$282.75	MCCARTT, SHELIA	SERV & SUPP	\$675.00
JOHNSON, KELLY	SERV & SUPP	\$10.00	MCCUSKER, KARA	SERV & SUPP	\$10.00
JOHNSON, SUSIE	SERV & SUPP	\$675.00	MCDERMOTT, DENNIS OR LINDA	SERV & SUPP	\$675.00

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
SECONDARY ACTIVITY FUNDS - LIST OF CLAIMS PAID
FOR THE MONTH ENDING MAY 31, 2020**

VENDOR	DESCRIPTION	AMOUNT	VENDOR	DESCRIPTION	AMOUNT
MCINERNEY, KINSEY OR PATRICK	SERV & SUPP	\$675.00	PERFECT GAME USA	SERV & SUPP	\$1,560.00
MCLAUGHLIN, MELISSA	SERV & SUPP	\$52.00	PETERSON, BLENDA	SERV & SUPP	\$52.00
MCNALL, CAROL	SERV & SUPP	\$675.00	PETERSON, JEN	SERV & SUPP	\$52.00
MESSENGER, DANA	SERV & SUPP	\$30.00	PETERSON, MARILYN	SERV & SUPP	\$50.00
METZGER, MATTHEW OR TRACY	SERV & SUPP	\$675.00	PRO-TUFF DECALS	SERV & SUPP	\$780.57
MEYER-BOOTHBY, HEATHER	SERV & SUPP	\$675.00	PRUZINSKY, MARY	SERV & SUPP	\$675.00
MEYRICK, ERIN	SERV & SUPP	\$52.00	PUMROY, MARTA	SERV & SUPP	\$675.00
MILES, KURT	SERV & SUPP	\$25.00	PURIFOY, PAULA	SERV & SUPP	\$200.00
MISHLER, PATRICK	SERV & SUPP	\$10.00	RAWSON, KAREN	SERV & SUPP	\$685.00
MOORE-ENGLISH, JESSICA	SERV & SUPP	\$10.00	RAY, RACHAEL	SERV & SUPP	\$675.00
MORRISON SCREEN PRINTING	SERV & SUPP	\$406.00	READ PHOTOGRAPHY	SERV & SUPP	\$600.00
MURPHY, TRACIE	SERV & SUPP	\$10.00	ROBERTS, STEPHANIE	SERV & SUPP	\$200.00
MURRAY, CRAIG	SERV & SUPP	\$52.00	ROBINSON, ANGEL	SERV & SUPP	\$10.00
MUSIC THEATRE INTERNATL	SERV & SUPP	\$400.00	ROGERS ATHLETIC	SERV & SUPP	\$5,891.30
MUSIC TRAVEL CONSULTANTS	SERV & SUPP	\$2,795.67	RUSH, SHYNEETA	SERV & SUPP	\$200.00
MUTERS, SCOTT	SERV & SUPP	\$1,067.66	RYAN, MARIANN	SERV & SUPP	\$675.00
NEIGHBORS, CLARK	SERV & SUPP	\$675.00	SARCHETT, RENNIE	SERV & SUPP	\$675.00
NESMITH, RICHARD	SERV & SUPP	\$50.00	SASFY, JOSHUA	SERV & SUPP	\$920.00
NIELAND, DANIELLE	SERV & SUPP	\$675.00	SCHMIDT, BEN	SERV & SUPP	\$2,500.00
O'DONNELL, MICHALE OR TIFFANY	SERV & SUPP	\$675.00	SCHRADER, MICHELLE	SERV & SUPP	\$10.00
OSAKO, STACIE	SERV & SUPP	\$10.00	SCHULTE, MEGAN	SERV & SUPP	\$675.00
OSMAN, NAZAR	SERV & SUPP	\$200.00	SEELAU, DIANE	SERV & SUPP	\$52.00
OSTMO, MELANIE	SERV & SUPP	\$10.00	SERO, JENNIFER	SERV & SUPP	\$100.00
OTTER CREEK SPORTSMANS CLUB	SERV & SUPP	\$3,773.60	SEVILLA, MARIA	SERV & SUPP	\$10.00
PALMERSHEIM, AMANDA	SERV & SUPP	\$675.00	SHULL, MATT	SERV & SUPP	\$95.00
PALU, KEVIN	SERV & SUPP	\$500.00	SMITH, DENIECE	SERV & SUPP	\$540.00
PAOLI, STACEY	SERV & SUPP	\$675.00	SMITH, JEN	SERV & SUPP	\$52.00
PARKER, JANEANN	SERV & SUPP	\$472.50	SOCCER MASTER	SERV & SUPP	\$549.00
PARSONS, ELIZABETH	SERV & SUPP	\$675.00	SOLHEIM, CARY	SERV & SUPP	\$52.00
PAULSEN, KIMBERLY	SERV & SUPP	\$35.00	SONNE, JULIE	SERV & SUPP	\$300.00
PELECHEK, LAURA	SERV & SUPP	\$675.00	SPEER, SHAWN	SERV & SUPP	\$10.00
PENN, AUSTIN OR JULIE	SERV & SUPP	\$427.50	STANGL, TARRA	SERV & SUPP	\$915.00
PEREZ, IMELDA	SERV & SUPP	\$10.00	STECKER, AARON	SERV & SUPP	\$50.00

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
SECONDARY ACTIVITY FUNDS - LIST OF CLAIMS PAID
FOR THE MONTH ENDING MAY 31, 2020**

VENDOR	DESCRIPTION	AMOUNT	VENDOR	DESCRIPTION	AMOUNT
STINSON, LOUISE	SERV & SUPP	\$382.50	WOLTER, SANDRA	SERV & SUPP	\$20.00
STOCK, CINDY	SERV & SUPP	\$10.00	WOLVERTON, SUSAN	SERV & SUPP	\$652.50
STREFF ELECTRIC	SERV & SUPP	\$132.00	ZOOK, ANDREW	SERV & SUPP	\$10.00
SUGGS, ANDREW OR STEPHANIE	SERV & SUPP	\$675.00			
SWEETWATER SOUND	SERV & SUPP	\$814.02	TOTAL OF BILLS PAID		\$146,694.31
TEAM CONNECTION	SERV & SUPP	\$3,988.50			
TECHAU, CATHERINE	SERV & SUPP	\$270.00			
THERIAULT, JENNIFER	SERV & SUPP	\$10.00			
THOMAS, ANGELA	SERV & SUPP	\$300.00			
THORNTON, JOSHUA	SERV & SUPP	\$10.00			
THRONDSO, SHANNON	SERV & SUPP	\$675.00			
TJADEN, AARON OR SARAH	SERV & SUPP	\$675.00			
TOMINSKY, DAVID OR ELLEN	SERV & SUPP	\$675.00	BOARD SECRETARY _____		
TRESONA MULTIMEDIA	SERV & SUPP	\$720.00			
TRUESDELL, NINA	SERV & SUPP	\$10.00	DATE _____	July 13, 2020	
TUJAL, EDWIN	SERV & SUPP	\$10.00			
VERIZON	SERV & SUPP	\$85.16			
ADAMS, BRANDON	SERV & SUPP	(\$49.00)			
COE COLLEGE	SERV & SUPP	(\$130.00)			
DSOL INC	SERV & SUPP	(\$47.86)			
IA HS MUSIC ASSN	SERV & SUPP	(\$1,797.00)			
SAYLOR, LAURA	SERV & SUPP	(\$560.00)			
SWAILES, RYAN	SERV & SUPP	(\$55.00)			
WAVERLY-SHELLROCK HS	SERV & SUPP	\$20.00			
WEBSTER, JENNIFER	SERV & SUPP	\$10.00			
WEDEL, BLAKE	SERV & SUPP	\$77.00			
WEST MUSIC CO	SERV & SUPP	\$502.93			
WHITE, RUTH	SERV & SUPP	\$675.00			
WILCOX, KRISTEN	SERV & SUPP	\$50.00			
WILSON, LANCE & SELINA	SERV & SUPP	\$50.00			
WINDSTAR LINES	SERV & SUPP	\$267.00			
WISSENBERG, LISA	SERV & SUPP	\$490.00			
WIZEGUY APPAREL	SERV & SUPP	\$1,600.00			

CONSENT AGENDA

BA-21-003/01 Budget Summary Report – May 2020 (David Nicholson)

Exhibit: BA-21-003/01.1-8

Action Item

Pertinent Fact(s):

The Budget Summary Report is provided as an exhibit and 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, 2020.

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

For the Period Ending May 31, 2020

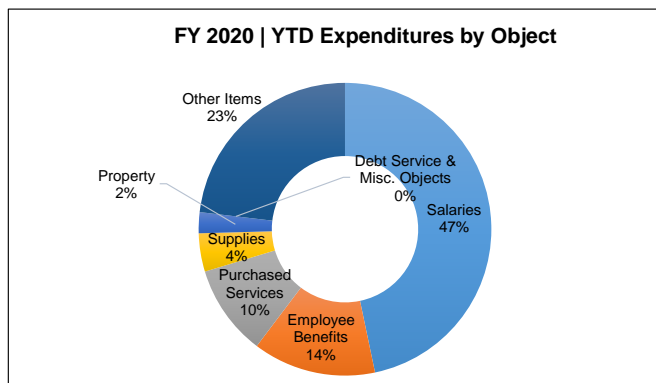
All Funds Summary Breakdown

(With Comparative Totals For the Period Ended July, 2018 - May, 2019)

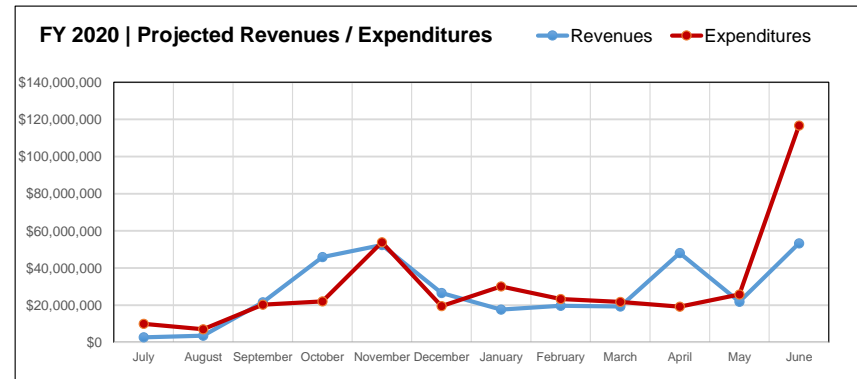
	All Funds FY2019	All Funds FY2020	% Incr/(Decr)
REVENUES			
Local	\$103,825,528	\$104,677,971	0.82%
Intermediate	\$0	\$0	
State	\$112,726,837	\$114,246,170	1.35%
Federal	\$12,784,283	\$15,500,877	21.25%
Other Financing Sources/Income Items	\$8,550,632	\$44,852,479	424.55%
TOTAL REVENUE	\$237,887,280	\$279,277,496	17.40%
EXPENDITURES			
Salaries	\$115,631,821	\$118,175,066	2.20%
Employee Benefits	\$30,206,151	\$34,377,192	13.81%
Purchased Services	\$21,675,093	\$25,368,689	17.04%
Supplies	\$12,500,982	\$10,706,690	(14.35%)
Property	\$4,002,221	\$5,848,593	46.13%
Debt Service & Misc. Objects	\$0	\$0	
Other Items	\$11,573,234	\$58,516,084	405.62%
TOTAL EXPENDITURES	\$195,589,503	\$252,992,312	29.35%
SURPLUS / (DEFICIT)	\$42,297,778	\$26,285,183	(37.86%)
FUND BALANCE			
Beginning of Period			
End of Period			

	General Fund	Management Fund	Sales Tax Fund	PEEL	Debt Service	School Nutrition	Other 60 Funds
	\$77,556,824	\$7,522,964	\$636,039	\$9,943,022	\$3,581,792	\$1,701,544	\$3,735,786
	0	0	0	0	0	0	0
	98,958,427	231,860	14,621,641	288,986	95,917	49,338	0
	9,310,846	0	0	0	583,002	5,585,213	21,815
	2,078,333	0	2,384,643	35,172	40,260,864	0	93,468
	\$187,904,430	\$7,754,824	\$17,642,322	\$10,267,180	\$44,521,575	\$7,336,095	\$3,851,068
	\$111,690,670	\$81,794	\$0	\$0	\$0	\$3,454,999	\$2,947,603
	30,341,779	2,348,863	0	0	0	885,268	801,282
	15,054,385	2,839,162	3,540,857	3,868,234	0	20,323	45,728
	7,239,895	0	336	12,531	0	2,957,402	496,527
	1,410,500	632	2,892,886	1,394,383	0	148,182	2,011
	0	0	0	0	0	0	0
	222,807	292,410	14,298,730	1,769,857	41,912,330	1,094	18,857
	\$165,960,036	\$5,562,860	\$20,732,809	\$7,045,003	\$41,912,330	\$7,467,267	\$4,312,007
	\$21,944,395	\$2,191,964	(\$3,090,486)	\$3,222,177	\$2,609,245	(\$131,173)	(\$460,939)
	\$32,666,259	\$6,749,014	\$39,779,731	\$9,735,608	\$15,701,411	\$1,680,630	(\$949,024)
	\$54,610,654	\$8,940,978	\$36,689,244	\$12,957,785	\$18,310,656	\$1,549,458	(\$1,409,963)

FY 2020 | YTD Expenditures by Object



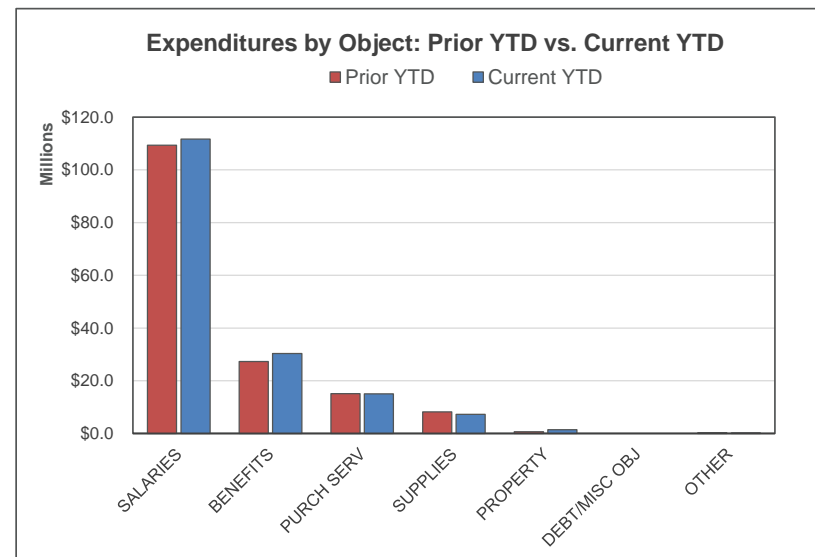
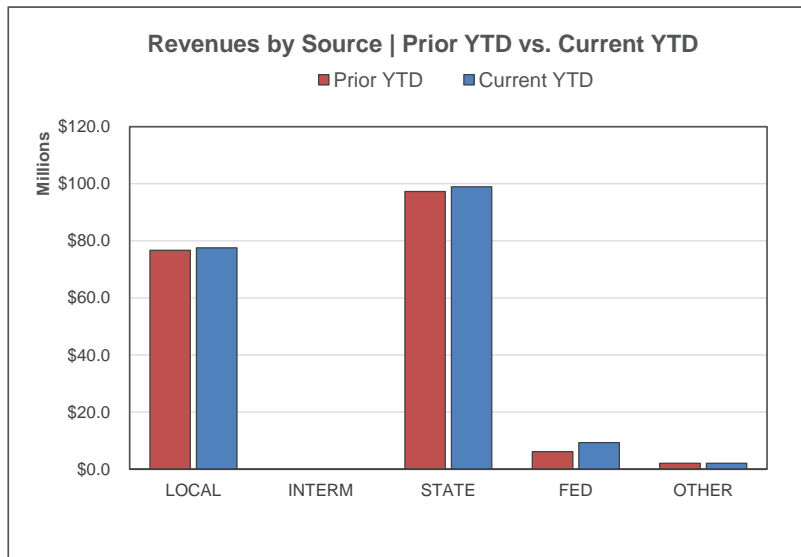
FY 2020 | Projected Revenues / Expenditures



General Fund | Financial Summary

For the Period Ending May 31, 2020

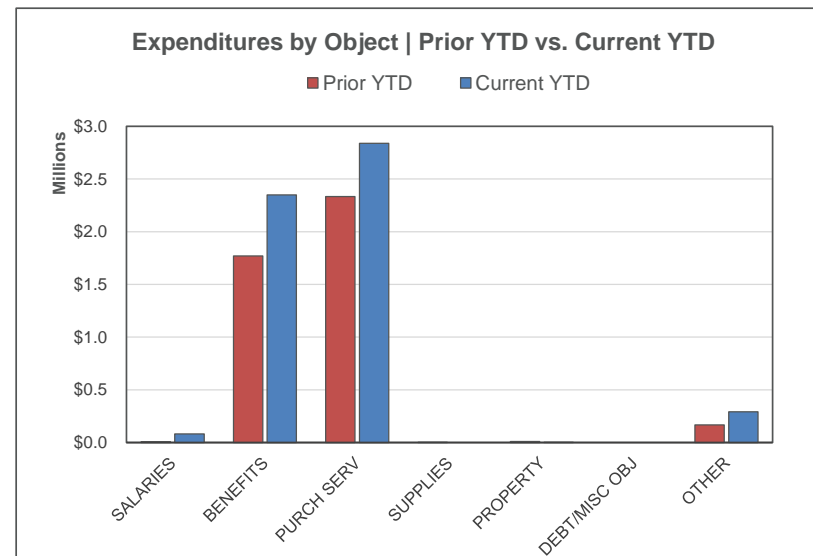
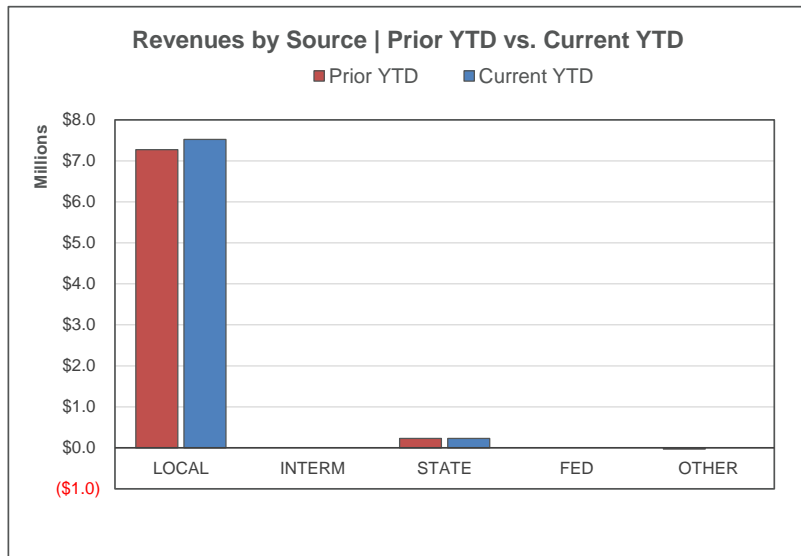
	YTD % of PY			YTD % of Budget		
	Prior YTD	Prior Year Actual	Actual	Current YTD	Annual Budget	Budget
REVENUES						
Local	\$76,657,057	\$81,124,050	94.49%	\$77,556,824	\$82,962,050	93.48%
Intermediate	0	0		0	0	
State	97,282,366	116,587,278	83.44%	98,958,427	116,801,372	84.72%
Federal	6,132,010	11,028,478	55.60%	9,310,846	12,168,958	76.51%
Other Financing Sources/Income Items	2,057,055	2,874,427	71.56%	2,078,333	2,912,355	71.36%
TOTAL REVENUE	\$182,128,489	\$211,614,234	86.07%	\$187,904,430	\$214,844,735	87.46%
EXPENDITURES						
Salaries	\$109,374,906	\$137,846,106	79.35%	\$111,690,670	\$142,862,051	78.18%
Employee Benefits	27,270,649	32,699,468	83.40%	30,341,779	37,372,451	81.19%
Purchased Services	15,077,147	23,882,264	63.13%	15,054,385	24,406,376	61.68%
Supplies	8,186,279	9,431,411	86.80%	7,239,895	14,351,538	50.45%
Property	659,209	803,266	82.07%	1,410,500	965,983	146.02%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	255,880	8,047,108	3.18%	222,807	10,339,683	2.15%
TOTAL EXPENDITURES	\$160,824,069	\$212,709,624	75.61%	\$165,960,036	\$230,298,082	72.06%
SURPLUS / (DEFICIT)	\$21,304,420	(\$1,095,390)		\$21,944,395	(\$15,453,347)	
ENDING FUND BALANCE	\$55,066,070			\$54,610,654		



Management Fund | Financial Summary

For the Period Ending May 31, 2020

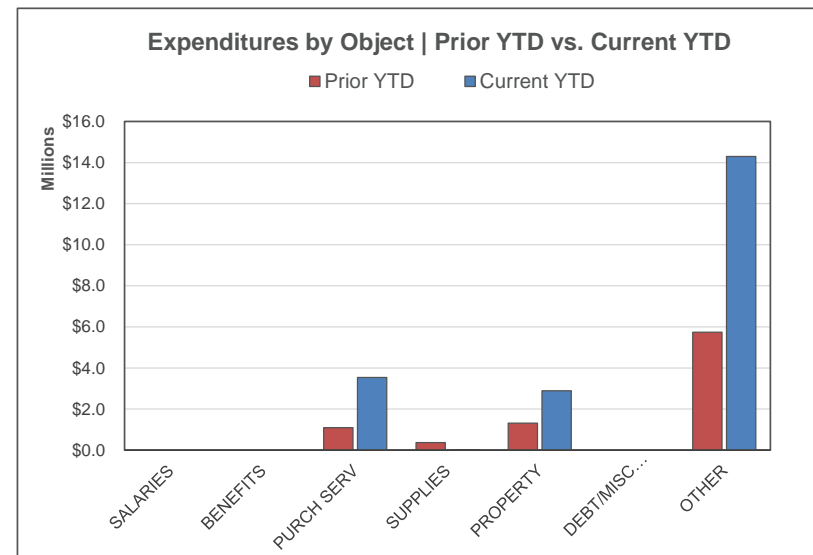
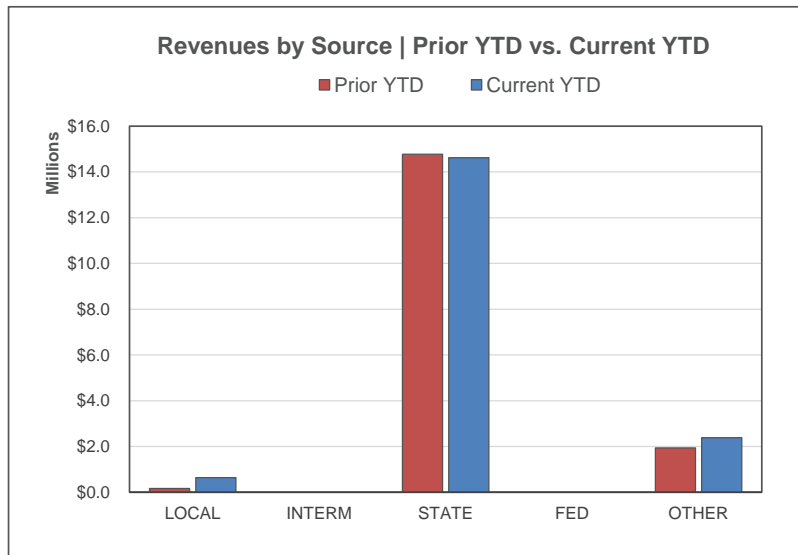
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$7,275,265	\$7,414,667	98.12%	\$7,522,964	\$7,780,526	96.69%
Intermediate	0	0		0	0	
State	228,897	228,897	100.00%	231,860	234,413	98.91%
Federal	0	0		0	0	
Other Financing Sources/Income Items	(31,742)	0		0	0	
TOTAL REVENUE	\$7,472,419	\$7,643,564	97.76%	\$7,754,824	\$8,014,939	96.75%
EXPENDITURES						
Salaries	\$7,239	\$26,276	27.55%	\$81,794	\$0	
Employee Benefits	1,769,367	4,590,499	38.54%	2,348,863	4,596,393	51.10%
Purchased Services	2,333,476	2,564,733	90.98%	2,839,162	2,771,503	102.44%
Supplies	323	323	100.00%	0	2,000	0.00%
Property	9,313	9,313	100.00%	632	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	167,332	268,901	62.23%	292,410	394,062	74.20%
TOTAL EXPENDITURES	\$4,287,050	\$7,460,045	57.47%	\$5,562,860	\$7,763,958	71.65%
SURPLUS / (DEFICIT)	\$3,185,370	\$183,519		\$2,191,964	\$250,981	
ENDING FUND BALANCE	\$9,750,864			\$8,940,978		



Sales Tax Fund | Financial Summary

For the Period Ending May 31, 2020

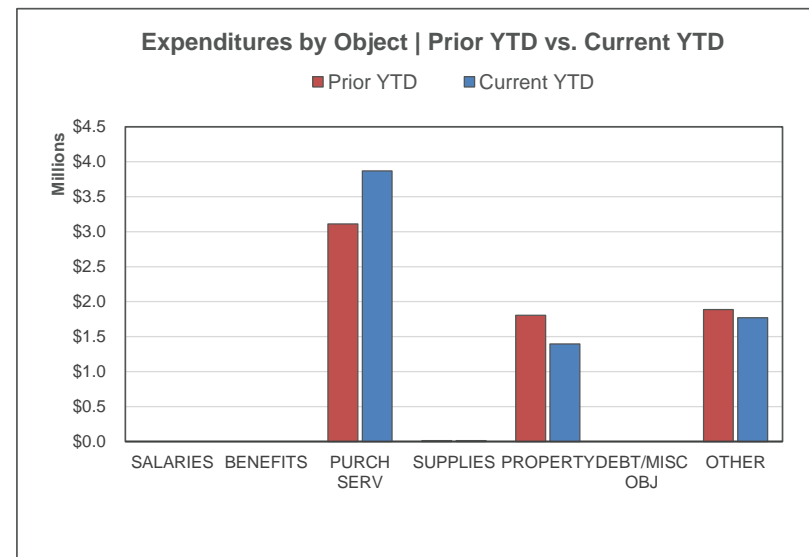
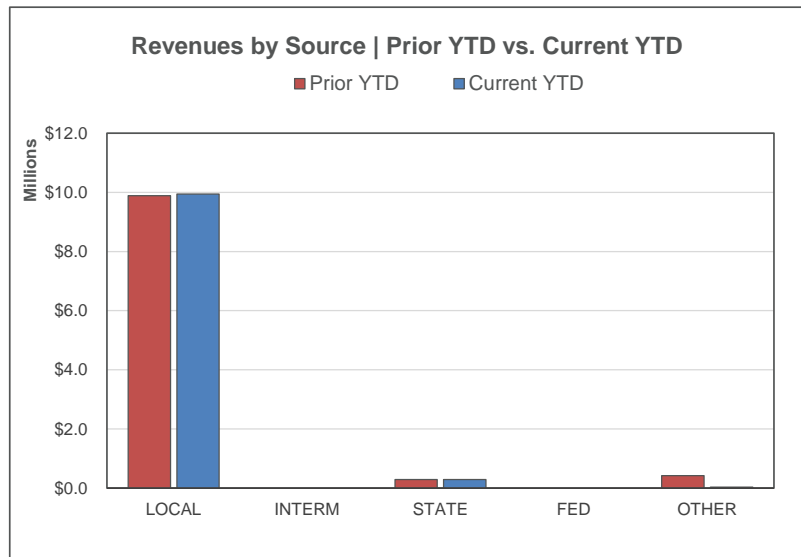
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$164,592	\$228,981	71.88%	\$636,039	\$761,970	83.47%
Intermediate	0	0		0	0	
State	14,775,700	17,564,112	84.12%	14,621,641	17,443,055	83.82%
Federal	0	0		0	0	
Other Financing Sources/Income Items	1,937,288	27,228,755	7.11%	2,384,643	2,600,806	91.69%
TOTAL REVENUE	\$16,877,580	\$45,021,848	37.49%	\$17,642,322	\$20,805,831	84.80%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	1,089,672	3,200,650	34.05%	3,540,857	6,654,030	53.21%
Supplies	363,738	7,989	4553.24%	336	0	
Property	1,312,678	3,003,024	43.71%	2,892,886	4,144,236	69.81%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	5,744,667	6,418,081	89.51%	14,298,730	15,657,939	91.32%
TOTAL EXPENDITURES	\$8,510,755	\$12,629,744	67.39%	\$20,732,809	\$26,456,205	78.37%
SURPLUS / (DEFICIT)	\$8,366,826	\$32,392,104		(\$3,090,486)	(\$5,650,374)	
ENDING FUND BALANCE	\$15,754,452			\$36,689,244		



PPEL | Financial Summary

For the Period Ending May 31, 2020

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$9,887,527	\$10,080,858	98.08%	\$9,943,022	\$10,107,678	98.37%
Intermediate	0	0		0	0	
State	292,016	292,016	100.00%	288,986	289,936	99.67%
Federal	0	0		0	0	
Other Financing Sources/Income Items	423,002	671,528	62.99%	35,172	0	
TOTAL REVENUE	\$10,602,545	\$11,044,402	96.00%	\$10,267,180	\$10,397,614	98.75%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	3,111,766	4,429,659	70.25%	3,868,234	5,080,500	76.14%
Supplies	14,411	14,411	100.00%	12,531	0	
Property	1,805,072	2,050,009	88.05%	1,394,383	1,000,000	139.44%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	1,886,560	1,998,728	94.39%	1,769,857	1,977,553	89.50%
TOTAL EXPENDITURES	\$6,817,809	\$8,492,807	80.28%	\$7,045,003	\$8,058,053	87.43%
SURPLUS / (DEFICIT)	\$3,784,736	\$2,551,595		\$3,222,177	\$2,339,561	
ENDING FUND BALANCE	\$10,968,749			\$12,957,785		

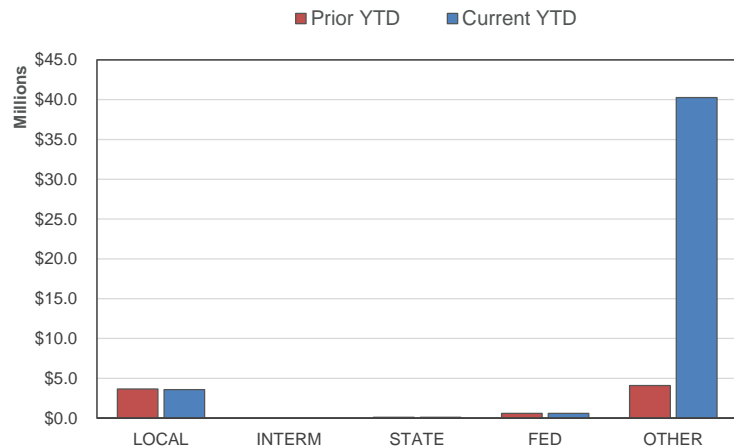


Debt Service | Financial Summary

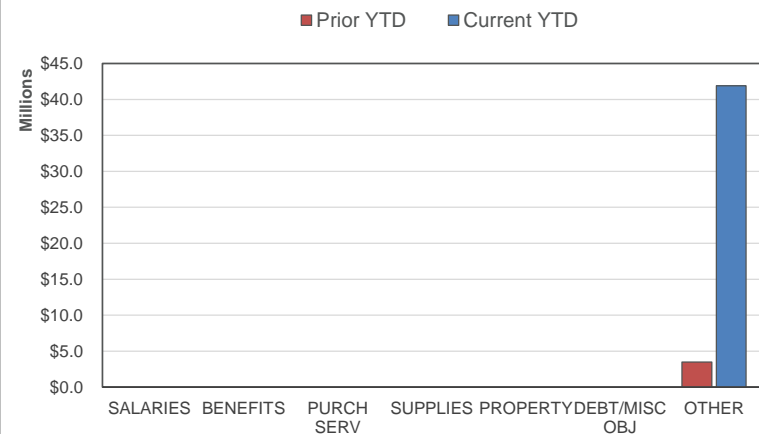
For the Period Ending May 31, 2020

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$3,649,619	\$3,723,545	98.01%	\$3,581,792	\$3,707,176	96.62%
Intermediate	0	0		0	0	
State	100,464	100,464	100.00%	95,917	94,905	101.07%
Federal	580,830	580,830	100.00%	583,002	583,002	100.00%
Other Financing Sources/Income Items	4,086,070	4,393,228	93.01%	40,260,864	41,515,513	96.98%
TOTAL REVENUE	\$8,416,983	\$8,798,067	95.67%	\$44,521,575	\$45,900,596	97.00%
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	3,494,878	7,836,081	44.60%	41,912,330	48,897,059	85.72%
TOTAL EXPENDITURES	\$3,494,878	\$7,836,081	44.60%	\$41,912,330	\$48,897,059	85.72%
SURPLUS / (DEFICIT)	\$4,922,105	\$961,987		\$2,609,245	(\$2,996,463)	
ENDING FUND BALANCE	\$19,661,529			\$18,310,656		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD

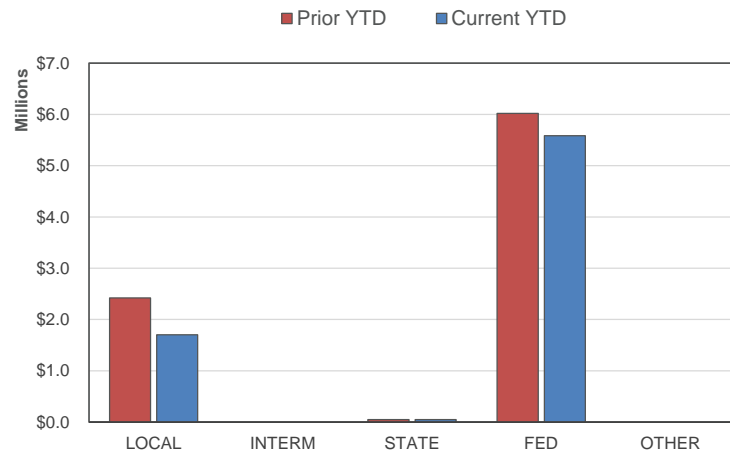


School Nutrition | Financial Summary

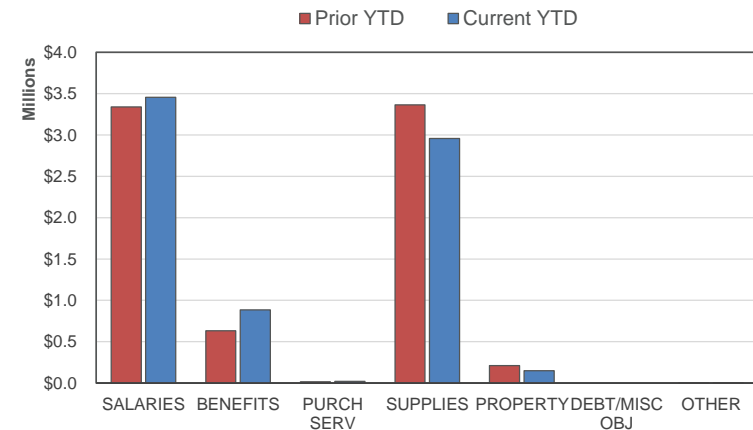
For the Period Ending May 31, 2020

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$2,420,768	\$2,522,454	95.97%	\$1,701,544	\$2,686,850	63.33%
Intermediate	0	0		0	0	
State	47,394	71,537	66.25%	49,338	66,650	74.03%
Federal	6,020,614	6,806,784	88.45%	5,585,213	6,753,000	82.71%
Other Financing Sources/Income Items	0	0		0	0	
TOTAL REVENUE	\$8,488,776	\$9,400,775	90.30%	\$7,336,095	\$9,506,500	77.17%
EXPENDITURES						
Salaries	\$3,339,834	\$3,529,854	94.62%	\$3,454,999	\$3,372,937	102.43%
Employee Benefits	630,767	610,992	103.24%	885,268	898,011	98.58%
Purchased Services	15,168	16,112	94.14%	20,323	24,000	84.68%
Supplies	3,363,382	4,166,712	80.72%	2,957,402	3,869,500	76.43%
Property	211,576	112,478	188.10%	148,182	237,500	62.39%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	1,739	574,945	0.30%	1,094	596,200	0.18%
TOTAL EXPENDITURES	\$7,562,466	\$9,011,093	83.92%	\$7,467,267	\$8,998,148	82.99%
SURPLUS / (DEFICIT)	\$926,310	\$389,682		(\$131,173)	\$508,352	
ENDING FUND BALANCE	\$2,217,259			\$1,549,458		

Revenues by Source | Prior YTD vs. Current YTD



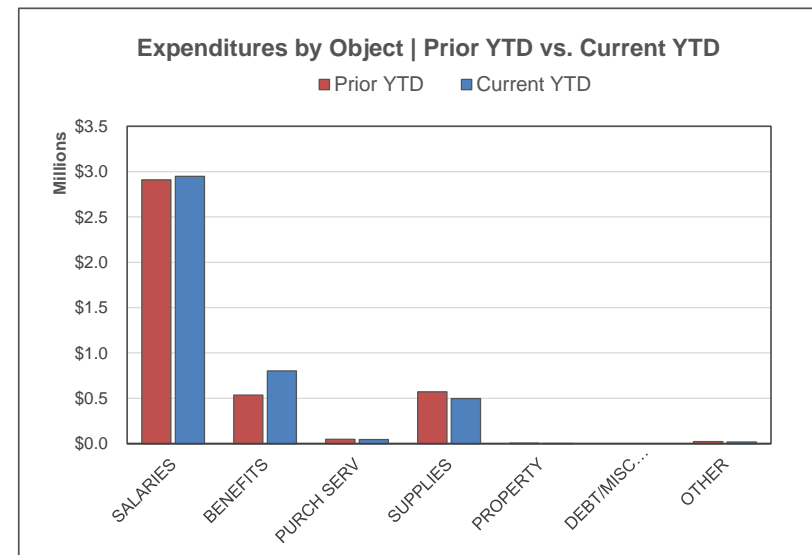
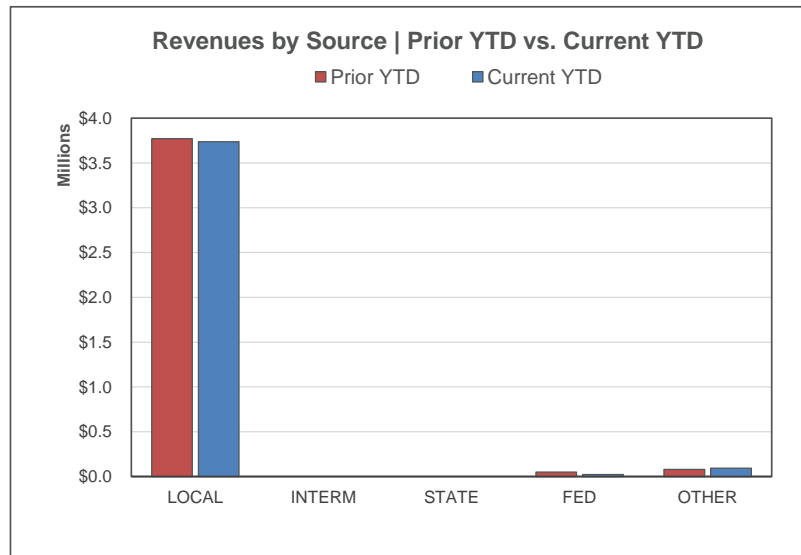
Expenditures by Object | Prior YTD vs. Current YTD



Other 60 Funds | Financial Summary

For the Period Ending May 31, 2020

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$3,770,700	\$4,492,547	83.93%	\$3,735,786	\$4,645,154	80.42%
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	50,829	56,509	89.95%	21,815	100,332	21.74%
Other Financing Sources/Income Items	78,959	78,959	100.00%	93,468	93,468	100.00%
TOTAL REVENUE	\$3,900,488	\$4,628,015	84.28%	\$3,851,068	\$4,838,954	79.58%
EXPENDITURES						
Salaries	\$2,909,843	\$3,217,034	90.45%	\$2,947,603	\$3,402,273	86.64%
Employee Benefits	535,368	564,798	94.79%	801,282	920,700	87.03%
Purchased Services	47,864	58,623	81.65%	45,728	100,796	45.37%
Supplies	572,849	666,277	85.98%	496,527	711,866	69.75%
Property	4,374	1,747	250.44%	2,011	1,000	201.09%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	22,179	29,346	75.58%	18,857	38,376	49.14%
TOTAL EXPENDITURES	\$4,092,477	\$4,537,825	90.19%	\$4,312,007	\$5,175,011	83.32%
SURPLUS / (DEFICIT)	(\$191,990)	\$90,190		(\$460,939)	(\$336,057)	
ENDING FUND BALANCE	(\$1,231,203)			(\$1,409,963)		



CONSENT AGENDA

BA-21-004/01 Statement of Receipts, Disbursements, and Cash Balances Report – May 2020 (David Nicholson)

Exhibit: BA-21-004/01.1-2

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, 2020 were \$35,837,304.88 and cash disbursements were \$37,359,103.59. The investment balance on May 31, 2020 was \$111,072,078.77. Interfund transfers for the month ended May 31, 2020 were \$1,294,808.43. Year to date interfund transfers were \$16,930,210.54.

Recommendation:

It is recommended that the Board of Education approve the Statement of Receipts, Disbursements, and Cash Balances Report for the month of May 2020.

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH BALANCES
MONTH ENDED MAY 31, 2020**

<u>CASH</u>	<u>BALANCE</u> <u>4/30/2020</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>BALANCE</u> <u>5/31/2020</u>
<u>General and Management Funds</u>				
10-General Fund	\$ 4,517,162.54	\$ 26,796,880.05	\$ 28,936,265.56	\$ 2,377,777.03
22-Management Fund	1,248,215.54	396,416.16	211,082.37	1,433,549.33
Total - General and Management Funds	<u>5,765,378.08</u>	<u>27,193,296.21</u>	<u>29,147,347.93</u>	<u>3,811,326.36</u>
<u>Food & Nutrition</u>				
61-Food & Nutrition Fund	1,583,553.54	493,968.77	513,093.39	1,564,428.92
61-Petty Cash	3,100.00	-	2,882.50	217.50
Total - Food & Nutrition Fund	<u>1,586,653.54</u>	<u>493,968.77</u>	<u>515,975.89</u>	<u>1,564,646.42</u>
<u>Daycare Fund</u>				
62-Five Seasons Daycare Fund	1,167,157.78	62,142.45	123,176.81	1,106,123.42
65-Rockwell Daycare Fund	294,774.46	210,671.48	223,446.03	281,999.91
65-Rockwell Daycare Petty Cash	200.00	-	-	200.00
Total - Daycare Fund	<u>1,462,132.24</u>	<u>272,813.93</u>	<u>346,622.84</u>	<u>1,388,323.33</u>
<u>Schoolhouse Funds</u>				
33-Secure Adv. Vision for Educ. (SAVE) Fund	1,180,157.35	2,750,263.51	2,352,418.38	1,578,002.48
36-Physical Plant & Equip (PPEL) Fund	1,077,733.39	564,041.56	618,889.11	1,022,885.84
40-Debt Service Fund	273,067.03	4,562,920.90	4,377,849.44	458,138.49
Total - Schoolhouse Funds	<u>2,530,957.77</u>	<u>7,877,225.97</u>	<u>7,349,156.93</u>	<u>3,059,026.81</u>
TOTAL CASH - ALL FUNDS	<u>\$ 11,345,121.63</u>	<u>\$ 35,837,304.88</u>	<u>\$ 37,359,103.59</u>	<u>\$ 9,823,322.92</u>

INVESTMENTS

RESTRICTED INVESTMENT FUNDS

Schoolhouse Fund-Held for Bond Payments

40-Debt Service Fund - Sinking Funds/BT+Reg	\$ 16,246,772.30	\$ 1,145,859.66	\$ -	\$ 17,392,631.96
40-Debt Service Fund - Sinking Funds/USB	2,671,670.00	560,830.00	3,232,500.00	-
TOTAL RESTRICTED INVESTMENTS	<u>\$ 18,918,442.30</u>	<u>\$ 1,706,689.66</u>	<u>\$ 3,232,500.00</u>	<u>\$ 17,392,631.96</u>

UNRESTRICTED INVESTMENT FUNDS

	<u>BALANCE</u> <u>4/30/2020</u>	<u>PURCHASES</u>	<u>MATURITIES</u>	<u>BALANCE</u> <u>5/31/2020</u>
<u>General and Management Funds</u>				
10-General Fund	\$ 38,000,000.00	\$ 10,000,000.00	\$ 8,000,000.00	\$ 40,000,000.00
10-General Fund CD's ISJIT	13,471,922.48	2,860.37	-	13,474,782.85
22-Management Fund	8,000,000.00	-	-	8,000,000.00
Total - General and Management Funds	<u>59,471,922.48</u>	<u>10,002,860.37</u>	<u>8,000,000.00</u>	<u>61,474,782.85</u>
<u>Food & Nutrition</u>				
61-Food & Nutrition Fund	<u>2,000,000.00</u>	<u>-</u>	<u>-</u>	<u>2,000,000.00</u>
<u>Schoolhouse Funds</u>				
33-Secure Adv. Vision for Educ. (SAVE) Fund	36,137,410.46	-	1,000,000.00	35,137,410.46
36-Physical Plant & Equip (PPEL) Fund	12,000,000.00	-	-	12,000,000.00
40-Debt Service Fund	1,020,715.46	-	560,830.00	459,885.46
Total - Schoolhouse Funds	<u>49,158,125.92</u>	<u>-</u>	<u>1,560,830.00</u>	<u>47,597,295.92</u>
TOTAL UNRESTRICTED INVESTMENTS	<u>\$ 110,630,048.40</u>	<u>\$ 10,002,860.37</u>	<u>\$ 9,560,830.00</u>	<u>\$ 111,072,078.77</u>

<u>BALANCES</u>	<u>GENERAL</u> <u>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	\$ 3,811,326.36	\$ 1,564,646.42	\$ 1,388,323.33	\$ 3,059,026.81	\$ 9,823,322.92
Restricted Funds	-	-	-	17,392,631.96	17,392,631.96
Investments	61,474,782.85	2,000,000.00	-	47,597,295.92	111,072,078.77
TOTAL - ALL FUNDS	<u>\$ 65,286,109.21</u>	<u>\$ 3,564,646.42</u>	<u>\$ 1,388,323.33</u>	<u>\$ 68,048,954.69</u>	<u>\$ 138,288,033.65</u>

**Interfund Transfers
For the Month Ended May 31, 2020
and Year to Date**

		Summary			
		Month of May		Year to Date	
		Transfers In	Transfers Out	Transfers In	Transfers Out
Fund 10	General Fund	\$ 91,197.84	\$ 10,385.31	\$ 2,067,455.57	\$ 93,467.79
Fund 22	Management Fund	-	38,761.08	-	188,347.90
Fund 33	SAVE Fund	47,875.84	1,193,225.28	2,247,423.58	14,298,729.78
Fund 36	PPEL Fund	-	50,534.76	-	1,769,856.59
Fund 40	Debt Fund	1,145,349.44	-	12,521,863.60	560,805.96
Fund 61	Food & Nutrition Fund	-	-	-	373.00
Fund 62	Day Care - 5 Seasons	10,385.31	-	93,467.79	6,294.57
Fund 65	Day Care - Rockwell	-	1,902.00	-	12,334.95
	Total	\$ 1,294,808.43	\$ 1,294,808.43	\$ 16,930,210.54	\$ 16,930,210.54

CONSENT AGENDA

BA-21-005/01 Investments Report – May 2020 (David Nicholson)

Exhibit: BA-21-005/01.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of May 2020. Investments purchased during the month totaled \$10,002,860.37, and investments redeemed during the month totaled \$9,560,830.00. The current interest rate for US Bank is 0.13%, in comparison to 2.18 % at US Bank in May 2019. The interest rate for Iowa Schools Joint Investment Trust (ISJIT) for May 2020 was 0.25%, in comparison to 2.34% in May 2019.

INVESTMENTS - MAY 2020

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)
<u>General fund</u>					
Redeem	May 8, 2020	\$5,000,000.00	US Bank		5,000,000.00
Redeem	May 14, 2020	\$3,000,000.00	US Bank		3,000,000.00
Invest	May 22, 2020	\$10,000,000.00	US Bank	\$10,000,000.00	-
Interest	May 31, 2020	\$ 2,860.37	US Bank-ISJIT May'20 Int	2,860.37	-
Fund Total				<u>10,002,860.37</u>	<u>8,000,000.00</u>
<u>Management Fund</u>					
N/A				-	-
Fund Total				-	-
<u>Food & Nutrition Fund</u>					
N/A				-	-
Fund Total				-	-
<u>Secure an Advanced Vision for Education Fund (SAVE)</u>					
Redeem	May 8, 2020	\$1,000,000.00	US Bank	-	1,000,000.00
Fund Total				-	1,000,000.00
<u>Physical Plant & Equipment Fund (PEEL)</u>					
N/A				-	-
Fund Total				-	-
<u>Debt Services Fund</u>					
Redeem	May 1, 2020	\$ 280,417.00	US Bank		280,417.00
Redeem	May 28, 2020	\$ 280,413.00	US Bank	-	280,413.00
Fund Total				-	560,830.00
<u>GRAND TOTAL</u>				<u>\$ 10,002,860.37</u>	<u>\$ 9,560,830.00</u>

CONSENT AGENDA

BA-21-006/01 Food and Nutrition Fund Statement of Revenues and Expenditures (David Nicholson)

Exhibit: BA-21-006/01.1-2

Action Item

Pertinent Fact(s):

The statements are for the month ending May 31, 2020.

Recommendation:

It is recommended that the Board of Education approve the Food and Nutrition Fund – Statement of Revenues and Expenditures for the month ending May 31, 2020.

School Nutrition Fund

For the Period Ending May 31, 2020

92% of Budget Year Elapsed

	School Nutrition Programs							Current Year Budget		
	Breakfast Program	Lunch Program	Summer Program	USDA Team Nutrition Fruit/Veg Grant	Non-Program	All Programs	YTD Total	Annual Budget	Current YTD % of Budget	Remaining Budget
Operating Revenue										
State and Federal Reimbursement	\$1,143,261	\$3,721,540	\$678,743	\$91,007	\$0	\$0	\$5,634,551	\$6,216,650	90.64%	\$582,099
Sale of Student Meals	71,551	903,309	0	0	0	0	974,860	1,627,750	59.89%	652,890
Sale of Adult Meals	0	0	0	0	46,578	0	46,578	76,600	60.81%	30,022
Ala Carte Sales	0	0	0	0	407,112	0	407,112	600,000	67.85%	192,888
Special Program Sales	0	0	0	0	215,465	0	215,465	300,000	71.82%	84,535
Federal Commodities Received	0	0	0	0	0	0	0	0		0
Food Rebates	0	0	0	0	0	7,232	7,232	15,000	48.21%	7,768
Other	0	0	0	0	0	2,500	2,500	1,000	250.00%	(1,500)
Total Operating Revenue	\$1,214,812	\$4,624,849	\$678,743	\$91,007	\$669,155	\$9,732	\$7,288,298	\$8,837,000	82.47%	\$1,548,702
Operating Expense										
Labor and Fringe Benefits	\$357,837	\$3,043,819	\$32,876	\$4,213	\$16,887	\$231,620	\$3,687,252	\$4,270,948	86.33%	\$583,696
Food	450,125	1,974,541	183,399	91,830	108,357	0	2,808,253	3,100,000	90.59%	291,747
Other Supplies	24,601	131,275	5,356	1,083	0	1,988	164,303	180,500	91.03%	16,197
Federal Commodities Consumed	0	0	0	0	0	0	0	0		0
Equipment Repair and Materials	0	0	0	0	0	18,327	18,327	100,000	18.33%	81,673
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	595,000	0.00%	595,000
Courier Services	0	0	0	0	0	0	0	0		0
Computer Equipment	0	0	0	0	0	373	373	0		(373)
Other	0	0	0	0	0	3,219	3,219	10,700	30.09%	7,481
Total Operating Expense	\$832,563	\$5,149,635	\$221,630	\$97,126	\$125,245	\$255,528	\$6,681,727	\$8,257,148	80.92%	\$1,575,421
Non-Operating Revenue (Expense)										
Administration Expense	\$0	\$0	\$0	\$0	\$0	(\$20,183)	(\$20,183)	(\$23,000)	87.75%	(\$2,817)
Interest Income	0	0	0	0	0	24,526	24,526	30,000	81.75%	5,474
POS Convenience Fees	0	0	0	0	0	23,271	23,271	36,500	63.76%	13,229
POS On-line Fees	0	0	0	0	0	0	0	0		0
Depreciation Expense	0	0	0	0	0	(112,478)	(112,478)	(115,000)	97.81%	(2,522)
Total Non-Operating Revenue (Expense)	\$0	\$0	\$0	\$0	\$0	(\$84,864)	(\$84,864)	(\$71,500)	118.69%	\$13,364
Unallocated Expenses	\$0	\$0	\$0	\$0	\$0	(\$652,880)	(\$652,880)	\$0		\$652,880
Income (Loss) before Contributions & Transfers	\$382,249	(\$524,786)	\$457,113	(\$6,119)	\$543,910	(\$983,540)	(\$131,173)	\$508,352	(25.80%)	\$639,525
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	\$382,249	(\$524,786)	\$457,113	(\$6,119)	\$543,910	(\$983,540)	(\$131,173)	\$508,352	(25.80%)	\$639,525

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
FOOD AND NUTRITION FUND
PARTICIPATION May 31st, 2020



Breakfast and Lunch		Combined Totals					
Feeding Site	Week of 5/1	Week of 5/4-5/8	Week of 5/11-5/15	Week of 5/18-5/22	Week of 5/25-29	Totals for May	
Arthur	440	2622	2546	2508	2138	10254	
Grant	720	3752	3766	3334	2986	14558	
Grant Wood	894	3560	3530	3168	2470	13622	
Hoover	1264	6280	6010	5786	4538	23878	
Johnson	550	3160	2814	3014	2512	12050	
Nixon	694	3614	3300	3374	2430	13412	
Roosevelt	1050	5080	5172	5074	4050	20426	
Taylor	522	2702	2576	2826	2478	11104	
Wright	626	3522	3460	3542	2808	13958	
	6760	34292	33174	32626	26410	133262	

Compared to regular school breakfast and lunch in May 2019

Breakfasts	96058
Lunches	227113
Total Breakfast and lunches	323171

Updates & Highlights for May 2020

- 9 COVID Feeding sites open with 35 employees
- Total breakfasts and lunches served in May are 133262
- Participated in State COVID Task Force for nutrition programs
- SFSP COVID feeding extended through Aug 7th at all 9 sites
- Monitoring USDA waivers for meal program regulation flexibility
- COVID Open Site is defined as - any child age 18 or under can have a breakfast or lunch at no charge at that building.

Open COVID Sites - Arthur, Grant, Grant Wood, Hoover, Johnson, Nixon, Taylor, Wright, Roosevelt

Currently the CRCSD has 20 CEP schools. (Community Eligibility schools) All students each at no charge.

High Schools - Metro

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-21-007/01 Unspent Balance Report – May 2020 (David Nicholson)

Exhibit: BA-21-007/01.1

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 2020 is summarized for your review.

**Cedar Rapids Community School District
General Fund Unspent Balance
May 31, 2020**

	September 30, 2019	May 31, 2020
	BASE MONTH	
	Budget	Budget
	FY2020	FY2020
	Actual	
	FY2019	
Regular Program District Cost	115,383,638	\$116,706,816
+ Regular Program Budget Adjustment	0	\$0
+ Supplementary Weighting District Cost	2,089,224	\$2,343,693
+ Special Ed District Cost	16,704,674	\$17,347,576
+ Teacher Salary Supplement District Cost	9,745,943	\$9,854,093
+ Professional Development Suppl District Cost	1,149,725	\$1,161,470
+ Early Intervention Supplement District Cost	1,254,729	\$1,267,490
Teacher Leadership Supplement District Cost (Line 4.46)	5,592,749	\$5,652,647
+ AEA Special Ed Support	5,783,178	\$5,865,074
+ AEA Special Ed Support Adjustment	0	\$0
+ AEA Media Services	1,054,701	\$1,064,674
+ AEA Educational Services	1,158,696	\$1,169,607
+ AEA Sharing District Cost	0	\$0
+ AEA Teacher Salary Suppl District Cost	541,413	\$550,247
+ AEA Professional Dev Suppl District Cost	63,142	\$64,104
+ SBRC Modified Suppl Amt Dropout Prev	5,707,516	\$5,713,206
+ SBRC Allowable Growth Other #1	1,500,257	\$1,700,000
+ SBRC Allowable Growth Other #2	2,393,817	\$2,430,000
+ Special Ed Deficit Modified Suppl Amt	9,268,676	\$11,495,176
- 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	3,732	-\$24,654
- AEA Prorata Reduction	846,317	\$846,317
= Maximum District Cost	178,549,493	\$183,514,902
+ Preschool Foundation Aid	2,189,200	\$2,189,200
+ Instructional Support Authority	8,458,775	\$8,963,053
+ Ed Improvement Authority		\$0
+ Other Miscellaneous Income	25,617,008	\$26,096,606
+ Unspent Auth Budget - Previous Year	15,007,323	\$17,112,174
+ GAAP Conversion Hold Harmless	\$0	\$0
= Maximum Authorized Budget	229,821,798	\$237,875,935
- Expenditures	212,709,624	\$227,270,944
= Unspent Authorized Budget (UAB)	17,112,174	\$8,016,056
+ Estimated Unspent Program Reserves	\$0	\$7,500,000
= "Revised" Unspent Authorized Budget (UAB)	\$17,112,174	\$15,516,056

OPERATING DAYS RESERVES: 29.36 27.47 24.38

General Fund: Employee Full Time Equivalent Status

Employee Category	Original Budgeted FTE's	Base FTE's	FTE's
	FY2019-20	May 31, 2020	Difference
Object 101-Paraprofessional Employees	457.18	426.53	-30.65
Object 111-Officials/Administrative Personnel	45.75	45.75	0.00
Object 115-Administrative Assistant Personnel	19.00	18.00	-1.00
Object 121-Educational Professional Employees	1,318.96	1,320.63	1.67
Object 131-Other Professional Employees	134.63	135.21	0.59
Object 138-Nurse Employees	20.10	19.90	-0.20
Object 141-Technical Employees	78.90	75.58	-3.33
Object 151-Office & Clerical Employees	152.91	149.19	-3.72
Object 161-Crafts & Trade Employees	34.75	33.80	-0.95
Object 165-Specialist/Supervisor Crafts & Trade Employees	6.00	6.00	0.00
Object 171-Transportation Driver Employees	82.51	83.15	0.64
Object 181-Groundkeeper Employees	5.00	5.00	0.00
Object 191-Custodial Engineer/Service Worker Employees	47.00	45.50	-1.50
Object 195-Custodial/Service/Guard/Bus Monitor Employees	153.28	147.76	-5.51
Total FTE's	2,555.96	2,511.99	-43.97

CONSENT AGENDA

BA-21-008/01 Open Enrollment - Denial 2020-2021 School Year (John Rice)

Exhibit: BA-21-008/01.1

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 2020-2021 School Year.

Board Meeting: Monday, July 13, 2020

**OPEN ENROLLMENT DENIALS
2020-2021 SCHOOL YEAR**

EXIT Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
R. Johnstone	L. Pearson	6	Cedar Rapids Community School District	Center Point Urbana School District
Reason: Application filed late				
S. Kopp	A Kopp	5	Cedar Rapids Community School District	Clayton Ridge School District
Reason: Application filed late				

**TOTALS: 1 Center Point Urbana
1 Clayton Ridge**

CONSENT AGENDA

BA-21-009/01 Personnel Report (Linda Noggle)

Exhibit: BA-21-009/01.1-9

Action Item Roll Call

Recommendation:

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

Personnel Report (Linda Noggle)**APPOINTMENTS - SALARIED STAFF**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Abkes, Tamara	\$21,615.00	Spanish (0.33 FTE) Kennedy	2020-2021 School Year
Allison, Makayla	\$47,950.00	3rd Grade Kenwood	2020-2021 School Year
Barnd, Rachel	\$50,300.00	School Nurse TBD	2020-2021 School Year
Benya, Katharine	\$45,850.00	Science Wilson	2020-2021 School Year
Campbell, Eden	\$45,850.00	Language Arts Roosevelt	2020-2021 School Year
Collingwood, Jacque	\$62,024.00	Ld. Tech. Supp. Spec. ELSC	6/17/2020
Daily, Anne	\$49,000.00	Comm. Coordinator ELSC	8/3/2020
Day, Corbin	\$23,330.00	Soc. Studies (0.5 FTE) Kennedy	2020-2021 School Year
Dursky, Megan	\$50,300.00	School Nurse TBD	2020-2021 School Year
Finley, Michael	\$15,130.50	Lang. Arts (0.33 FTE) Metro	2020-2021 School Year
Flatley, Anna	\$45,850.00	3rd Grade Taylor	2020-2021 School Year
Frischkorn, Stephan	\$1,000.00	Webmaster Madison	7/6/2020
Gorkow, Alyssa	\$45,850.00	3rd Grade Johnson	2020-2021 School Year

Gutz, Alexis	\$45,850.00	Kindergarten Taylor	2020-2021 School Year
Hall, John	\$52,700.00	Language Arts McKinley	2020-2021 School Year
Hammons, Kelsey	\$45,850.00	Art Metro	2020-2021 School Year
Jeffords, Camryn	\$2,650.37	Softball Asst. Kennedy	6/11/2020
Jonasson, Luke	\$1,749.24	Baseball Asst. Washington	6/11/2020
Langer, Sarah	\$45,850.00	Kindergarten Taylor	2020-2021 School Year
Leyh, Victoria	\$23,975.00	School Nurse (0.5 FTE) TBD	2020-2021 School Year
Lindsay, Camille	\$51,450.00 (prorated)	ELL (0.5 FTE) Nixon	2020-2021 School Year
Luerkens, Megan	\$45,850.00	4th/5th Grade Taylor	2020-2021 School Year
Madsen, Elis	\$45,850.00 (prorated)	Art (0.925 FTE) Grant Wood/Madison	2020-2021 School Year
Merschbrock, Michelle	\$45,850.00	1st Grade Johnson	2020-2021 School Year
Mitchell, Rylee	\$45,850.00	5th Grade Harrison	2020-2021 School Year
Owens, Jill	\$48,240.00	School Nurse (0.8 FTE) TBD	2020-2021 School Year
Parlet, Jazz-Lyn	\$57,800.00	Kindergarten Grant	2020-2021 School Year

Patience, Maegen	\$55,200.00	5th Grade Kenwood	2020-2021 School Year
Paulson, Jonna	\$55,200.00	ELL Garfield/Taylor	2020-2021 School Year
Phillips, Alyx	\$47,950.00	2nd Grade Grant	2020-2021 School Year
Reynolds, Josh	\$54,900.00	Early Learn. Multicat Wright	2020-2021 School Year
Rhoades, Cheyenne	\$46,660.00	5th Grade Cleveland	2020-2021 School Year
Singleton, Jennifer	\$57,800.00	Strat II (BD) Pierce	2020-2021 School Year
Stoll, Sharon	\$10,149.00	Math (0.17 FTE) Washington	2020-2021 School Year
Thompson, Adam	\$5,300.74	Baseball Asst. Jefferson	6/5/2020
Weldon, Addison	\$45,850.00	2nd Grade Johnson	2020-2021 School Year

CHANGE EXTENSION OF LEAVE OF ABSENCE - SALARIED STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Singer, Steve	Medical	Multicategorical Washington	7/1/2020

CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Ballard, Darius	\$157,054.00	Principal - Interim Washington	7/1/2020
Day, Laurel	\$99,837.00	Admin. Sup/Bd Sec ELSC	7/1/2020

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Bartelme, Jackson	Personal	Drama Franklin	6/17/2020
Betts, Charles	Personal	Behavior Disorder Polk	6/26/2020
Cantonwine, Jessica	Personal	Science Roosevelt	7/6/2020
Carnahan, Melissa	Personal	Strat II (Moderate ID) Grant	7/1/2020
Cline, John	Personal	Principal Washington	7/1/2020
Collins, Samantha	Personal	ECSE Wright	End 2019-2020 School Year
Frette, Dustin	Personal	5th Grade Johnson	End 2019-2020 School Year
Garbutt, Hope	Personal	Instructional Coach Garfield	End 2019-2020 School Year
Hinke, Jessica	Personal	Science Wilson	End 2019-2020 School Year
Hinke, Jessica	Personal	WM Swim Taft	6/18/2020
Nefzger, Stephanie	Personal	2nd Grade Garfield	End 2019-2020 School Year
Phillips, Ryan	Non-renewal	Wrestling Jefferson	6/4/2020
Rasmussen, Rebecca	Personal	2nd Grade Wright	End 2019-2020 School Year
Robinson, Brittany	Personal	Track Coach McKinley	6/19/2020

Russell, Amy	Personal	World Language Kennedy	End 2019-2020 School Year
Ryan, Madison	Personal	WM Basketball Franklin	End 2019-2020 School Year
Schmidt, Heidi	Personal	Art (0.925 FTE) Grant Wood/Madison	End 2019-2020 School Year
Tolly, Steven	Personal	Webmaster Kennedy	7/7/2020
Tomkins, Dakota	Non-renewal	Football Asst. Jefferson	7/7/2020
VansCoy, Jennifer	Personal	Ment. Hlth. Therp. Harrison	6/29/2020
Walsh, Ashley	Personal	2nd Grade Johnson	End 2019-2020 School Year
Washburn, Megan	Personal	Science Wilson	End 2019-2020 School Year
Weber, Bethany	Personal	Link Specialist ELSC	6/19/2020
Young, Dawn	Personal	Multicategorical Roosevelt	End 2019-2020 School Year
Young, Lindsay	Personal	Magnet Coord./ Facilitator Roosevelt	6/25/2020

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Hofer, Wayne	\$18.38	Bus Driver ELSC	7/6/2020
Hojka, Ruth	\$15.89	Principal's Secretary Madison	6/30/2020

Kasner, Marie	\$16.21	Bookkeeper Metro	7/13/2020
Parker, April	\$15.12	Health Secretary Wright	8/21/2020
Roberts, Nicholle	\$15.12	Health Secretary Nixon	8/21/2020
Yahr, Ervin	\$15.89	Principal's Secretary Roosevelt	6/22/2020

CHANGE OF GRADE / POSITION - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Davenport, Kara	\$14.71	Attendance Secretary Taft	8/21/2020
Decker, Tammy	\$24.28	T&L Dept. Coord. ELSC	7/1/2020
Koolbeck, Melanie	\$15.46	Assoc. Principal Sec. Taft	7/1/2020
Monnahan, Ashley	\$15.46	Assoc. Principal Sec. McKinley	7/1/2020
Sacora, Ashley	\$15.12	Health Secretary McKinley	8/21/2020
Thomas, Da'Keylah	\$16.53	Custodian II Floater McKinley	6/7/2020
Turner, Bianca	\$15.46	Counselor's Secretary McKinley	7/1/2020

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Ballard, Ariel	Personal	Paraprofessional Nixon	6/19/2020
Brown, James	Personal	Paraprofessional Kenwood	6/22/2020

Dalton, William	Personal	Paraprofessional Roosevelt	6/29/2020
Dooley, Karen	Personal	Paraprofessional Pierce	6/30/2020
Feye, Sarah	Personal	Paraprofessional Roosevelt	6/3/2020
Furman, Taylor	Personal	Paraprofessional Pierce	6/10/2020
Gosch, Jane	Personal	Paraprofessional Taylor	6/30/2020
Johnson, Sarah	Personal	Paraprofessional Johnson	7/7/2020
Langfitt, Melinda	Personal	Paraprofessional Nixon	6/1/2020
Maher, Amanda	Personal	Paraprofessional Coolidge	6/15/2020
Matthews, Damian	Personal	Food Service Asst. I Washington	6/9/2020
McDowell, Laura	Personal	Paraprofessional Grant	6/11/2020
Pearson, Linda	Personal	Food Service Asst Taft	7/7/2020
Plumb, Melanie	Personal	Cashier Jefferson	6/8/2020
Schave, Kendra	Personal	Principal's Secretary McKinley	6/16/2020
Schroeder, Anna	Personal	Paraprofessional Wilson	7/6/2020

Stolba, Timothy	Personal	Bus Attendant ELSC	6/30/2020
Stone, Cheryl	Personal	Bus Attendant ELSC	1/10/2020
Studt, Ashley	Personal	Paraprofessional Hoover	6/22/2020
Thompson, Sandra	Personal	Bus Driver ELSC	6/9/2020
Vacek, Molly	Personal	Sign Lang. Interpreter Jackson	7/6/2020
Voss, Brenna	Personal	Paraprofessional McKinley	6/30/2020
Wecker, Echo	Personal	Accounting Spec. II ELSC	6/30/2020
Yamba, Yambert	Personal	Paraprofessional Hoover	6/22/2020

RETIREMENTS - HOURLY STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Brunsmann, Jack		Custodian Jefferson	6/30/2020
McLaud, Claudia		Engineer/Custodian Viola Gibson	9/17/2020
Nietert, Judith		Paraprofessional Viola Gibson	6/1/2020

SHORT TERM CONTRACTS

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Brown, Sarah	\$15,000.00	Project Specialist ELSC	7/1/2020

Manka, Krystal	\$9,680.00	Summer Prog. Teacher ASAC	6/3/2020
Meyer, Brian (correction from last Board meeting for location)	\$8,500.00	KCU Site Leader Grant Wood	5/28/2020
Walsh, Ashley (correction from last Board meeting for location)	\$8,500.00	KCU Site Leader Johnson	5/28/2020

CONSENT AGENDA

BA-21-011/01 **Policy Manual – Review & Revisions** – 102 “Equal Educational Opportunity and Non-Discrimination”, 102a “Grievance Procedure”, 102b “Grievance Form for Complaints of Discrimination or Non-Compliance with Federal or State Regulations Requiring Non-Discriminations”, Proposed 102c “Title IX Grievance Procedures”, 502.5 “Harassment”, 506.6 “Abuse of Students by District Employees”, 506.9 “Drug & Alcohol Testing Program”, 612.1 “Anti-Bullying/ Harassment”, 612.1a “Student-to-Student Bullying/Harassment Investigation”, 805 “Community Use of Facilities”, 805.1 “Use of Facilities – Standards for Usage”, 805.2 “Use of Facilities - Eligibility”, 805.3 “Use of Facilities – Priority Schedule” 805.4 “Use of Facilities – Application Procedure”, 805.5 “Use of Facilities – Rental Fee Schedule”, 805.5a “Tennis Courts”, 805.5b “Gym Use”, 805.5c “Pool Use”, 805.6 “Use of Facilities – Chart of Rental Fees”, 805.7 “Use of Facilities – Kingston Stadium”, 805.9 “Use of Facilities – School Kitchens”, 805.10 “Use of Facilities – Theatre Rentals”, Proposed 901.1 “Use of Seatbelts”
(Noreen Bush/Laurel Day)

Exhibit: BA-21-011/01.1-46

Information Item

Pertinent Fact(s):

1. The Board of Education reviews policies, regulations, and procedures at least once every five years. Board approval is required for all policies. Administrative regulations and procedures do not require Board approval.
2. The agenda item includes a policies, regulations, and procedures that have been reviewed by the Policy Review Committee (PRC). Most proposed revisions are based on changes to state and federal law, current District practice, and to maintain the District’s Policy Manual up to date as required by Iowa Code. The PRC utilizes legal & policy services provided by the Iowa Association of School Boards, National Association of School Boards, including policy primer & on-line sample policy documents. Guidance from District Legal Counsel was sought.

Policy Manual #	Title	Action
102	Equal Educational Opportunity and Non-Discrimination	Revised
102a	Grievance Procedure	Revised
102b	Grievance Form for Complaints of Discrimination or Non-Compliance with Federal or State Regulations Requiring Non-Discrimination	Revised
102c	Title IX Grievance Procedures	Proposed
502.5	Harassment	Revised
506.6	Abuse of Students by District Employees	Revised
506.9	Drug & Alcohol Testing Program	Revised
612.1	Anti-Bullying/ Harassment	Revised
612.1a	Student-to-Student Bullying/Harassment Investigation	Revised

805	Community Use of Facilities	Revised
805.1	Use of Facilities - Gen Guidelines	Revised
805.2	Use of Facilities - Eligibility	Revised
805.3	Use of Facilities - Priority Schedule	Revised
805.4	Use of Facilities - Application Procedure	Revised
805.5	Use of Facilities - Rental Fee	Revised
805.5a	Tennis Courts	Revised
805.5b	Gym Use	Revised
805.5c	Pool Use	Revised
805.6	Use of Facilities - Chart of Rental Usage Fees	Revised
805.7	Kingston Stadium	Revised
805.8	School Kitchens	Revised
805.10	Theatres	Revised
901.1	Use of Seatbelts	Proposed

EQUAL EDUCATIONAL OPPORTUNITY AND NON-DISCRIMINATION

The Cedar Rapids Community School District and its Board of Directors will not discriminate in its educational programs and/or activities on the basis of race, creed, color, gender, *sex*, 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 in accordance with state and federal laws, rules, and regulations.

The District and the Board will not discriminate in employment opportunities on the basis of age, race, creed, color, gender, *sex*, sexual orientation, gender identity, national origin, religion, disability or genetic information *in accordance with state and federal laws, rules, and regulations.*

The Board requires all persons, agencies, vendors, contractors, and other persons and organizations doing business with or performing services for the school district to subscribe to all applicable federal and state laws, executive orders, rules and regulations pertaining to contract compliance and equal opportunity.

Student inquiries or grievances related to this policy may be directed to *Nicole Kooiker, Deputy Superintendent Executive Director of Equity*, *Justin Blietz, Secondary Director of Culture and Climate Transformation/Title IX Coordinator*, 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.

Procedure 102a

General Grievance Procedure

Students, parents of students, employees, and applicants for employment in the District will have the right to file a formal complaint alleging discrimination under federal and/or state laws, rules, and regulations requiring nondiscrimination in programs and employment. ***Formal complaints and informal reports regarding sex discrimination will be subject to the Title IX grievance process (see Procedure 102c).***

Level One - Principal, Immediate Supervisor or Personnel Contact Person
(Informal and Optional - may be bypassed by the grievant)

Level One is informal and optional and may be bypassed by the complainant, including in instances of sexual discrimination. If a grievant chooses to participate in Level One, the grievant may choose to end the informal Level One process at any time.

Employees with a complaint of discrimination based upon their age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information are encouraged to first discuss it with their immediate supervisor, with the objective of resolving the matter informally if the parties agree. An applicant for employment with a complaint of discrimination based upon their age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information are encouraged to first discuss it with the personnel contact person. A student, or a parent of a student, with a complaint of discrimination based upon their 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 are encouraged to discuss it with the instructor, counselor, supervisor, building administrator, program administrator or personnel contact person directly involved, with the objective of voluntarily resolving the matter informally if the parties agree.

Level Two - Compliance Officer

If the grievance is not resolved at Level One and the grievant wishes to pursue the grievance, the grievant may formalize it by filing a complaint in writing on a Grievance Filing Form, which may be obtained from the Compliance Officer. The grievant will state the nature of the grievance and the remedy requested. The filing of the formal, written grievance at Level Two must be within fifteen (15) working days from the date of the event giving rise to the grievance or from the date the grievant could reasonably become aware of such occurrence. The grievant may request that a meeting concerning the grievance be held with the Compliance Officer. A minor student may be accompanied at that meeting by a parent or guardian. The Compliance Officer will investigate the complaint and attempt to resolve it. A written report from the Compliance Officer regarding action taken will be sent to the involved parties within a reasonable time after receipt of the grievance.

Level Three - Superintendent/Administrator

If the complaint is not resolved at Level Two, the grievant may appeal it to Level Three by presenting a written appeal to the Superintendent. Within five (5) working days after the grievant receives the report from the Compliance Officer, the grievant may request a meeting with the Superintendent. The Superintendent may request a meeting with the grievant to discuss the appeal. A decision will be rendered by the Superintendent within a reasonable time after the receipt of the written appeal. If, in cases of disability grievances at the elementary and secondary level, the issue is not resolved through the grievance process, the parents have a right to an impartial hearing to resolve the issue.

Level Four - Appeal to Board

If the grievant is not satisfied with the Superintendent's decision, the grievant can file an appeal with the Board within five (5) working days of the decision. It is within the discretion of the Board to determine whether it will hear the appeal.

Approved: 10-09-17

Procedure 102b

Grievance Form for Complaints of General (Non-Sex) Discrimination or Non-Compliance with Federal or State Regulations Requiring Non-Discrimination

I, _____, am filing this grievance because

(Attach additional sheets if necessary)

Describe incident or occurrence as accurately as possible:

(Attach additional sheets if necessary)

Signature _____

Address _____

Phone Number _____

If student, name _____ Grade Level _____

Attendance center _____

Name of Individual Alleging Discrimination or Non-Compliance

Name _____

Grievance Date _____

Approved: 10-09-17

Procedure 102c

Title IX Grievance Procedures

I. REPORTING SEX DISCRIMINATION

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator. A report may be made whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment. A report may be made in person, by mail, by telephone, by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed below for the Title IX Coordinator.

*Justin Blietz
Title IX Coordinator
Educational Leadership and Support Center
2500 Edgewood Rd. NW
Cedar Rapids, IA 52405
(319) 558-4329
jblietz@crschools.us*

The District, through its Title IX Coordinator, will respond promptly, reasonably, and equitably to all reports of sex discrimination, including sexual harassment, occurring in its educational programs or activities and against a person in the United States.

For purposes of this procedure, "complainant" is defined as an individual who is alleged to be the victim of conduct that could constitute sexual harassment, and the term "respondent" is defined as an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

For purposes of this procedure, "sexual harassment" means conduct on the basis of sex that involves:

- A District employee conditioning District aid, benefits, or services on an individual's participation in unwelcome sexual conduct;*
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity;*
or
- Sexual assault, dating violence, domestic violence, or stalking as defined by the statutes cited in 34 C.F.R. § 106.30.*

For purposes of this procedure, "education program or activity" includes locations, events, or circumstances over which the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

In response to any report of sex discrimination, the Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures. Supportive measures are available with or without filing a formal complaint. The Title IX Coordinator will also consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

II. SUPPORTIVE MEASURES

The range of supportive measures available to complainants and respondents may include:

- *counseling,*
- *extensions of deadlines or other course-related adjustments,*
- *modifications of work or class schedules,*
- *campus escort services,*
- *mutual restrictions on contact between the parties,*
- *changes in work or housing locations,*
- *leaves of absence,*
- *increased security and monitoring of certain areas of the campus,*
- *and other similar measures as deemed appropriate by the Title IX Coordinator after considering the wishes of complainant and the facts and circumstances of the complaint.*

The District will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

III. SANCTIONS

Disciplinary sanctions cannot be imposed against a respondent unless a formal complaint is filed, and the grievance procedure described below is completed. Possible disciplinary sanctions that may be implemented following a determination of responsibility include but are not limited to any of the disciplinary measures described in section 604 of this Policy Handbook, up to and including expulsion.

IV. GRIEVANCE PROCESS FOR FORMAL COMPLAINTS OF SEXUAL HARASSMENT

Title IX Grievance Process Generally

The District will apply this Title IX Grievance process whenever a formal complaint of sexual harassment is filed with the Title IX Coordinator. A “formal complaint of sexual harassment” is any document filed by a person alleging to be victim of conduct that could constitute sexual harassment (“complainant”) or signed by the Title IX Coordinator. It does not need to be filed in paper form. It also does not need to be signed by the complainant, but it must indicate that the complainant is the person filing the complaint.

The grievance process is designed to restore or preserve a complainant’s and respondent’s equal access to the District’s education programs and activities. Remedies may include supportive measures for the complainant as well as disciplinary sanctions against the respondent.

In investigating and resolving formal complaints under this grievance process, the District will observe the following requirements:

- *The District shall evaluate all relevant evidence—including both inculpatory and exculpatory evidence. The District will not judge a person’s credibility based on their status as a complainant, respondent, or witness. Furthermore, the district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.*
- *The Title IX Coordinator and any person designated as an investigator, initial decision-maker, appellate decision-maker, or informal resolution facilitator will promote an impartial investigation and adjudication, will not have a conflict of interest with any party to the complaint, and will not hold a bias for or against any party to the complaint. They will not rely on sex stereotypes in performing their duties under this procedure. These persons shall also be appropriately trained regarding this grievance procedure, necessary technology, and applicable laws and regulations.*

- *The respondent to a formal complaint of sexual harassment is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. The standard of proof for determining responsibility will be a preponderance of the evidence. This standard shall apply whether the respondent is a student or an employee.*
- *The District has prescribed procedural deadlines throughout the grievance process in order to ensure the reasonably prompt resolution of a complaint, including reasonably prompt resolution of any appeal and any informal resolution procedures. However, the District may permit a temporary delay of the grievance process or the limited extension of these deadlines for good cause. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. A written request for a delay or extension of such deadlines may be submitted to the Title IX Coordinator by either party prior to the lapse of the applicable deadline. Whether to grant an extension of time is a discretionary decision of the Title IX Coordinator and is not a basis for appeal.*

Notice of Allegations

Within five (5) days after receiving of a formal complaint, the District will provide a written Notice of Allegations to the parties who are known. In addition to other information required by law, the Notice of Allegations will include a description of this grievance process, including any informal resolution process; the names of the parties involved in the incident; a statement of the conduct allegedly constituting sexual harassment; and the date and location of the alleged incident, if known.

Administrative Dismissal

The District will dismiss a formal complaint if, at any time following the receipt of a formal complaint, the District determines that:

- *the conduct alleged would not constitute "sexual harassment" as defined by this policy even if proved,*
- *the conduct alleged did not occur in the district's educational program or activity,*
- *the conduct alleged did not occur against a person in the United States,*
- *the complainant notifies Title IX Coordinator in writing of desire to withdraw formal complaint,*
- *the respondent is no longer enrolled or employed by the District, or*
- *specific circumstances prevent the District from gathering evidence sufficient to reach a determination.*

The District will promptly notify the parties of an administrative dismissal and the reason for the dismissal.

Informal Resolution

Some formal complaints may be resolved through an informal resolution process. If the parties agree to participate in an informal resolution process, the Title IX Coordinator work with parties to reach a mutually agreeable resolution without completing the full Title IX grievance procedure. The informal resolution process is voluntary process and may be attempted at any stage of this procedure prior to the issuance of a determination of responsibility. A party shall not be punished or disadvantaged in any way for declining to participate in an informal resolution process.

The manner of the informal resolution process will be determined on a case-by-case basis by the Title IX Coordinator, who will consider the suggestions of the parties. The informal resolution process may include but is not limited to a conference with the Title IX coordinator, or mediation facilitated by a trained third-party. Before an informal resolution process is commenced, the Title IX Coordinator will provide a written notice disclosing the manner of the informal resolution process, the effects of the process on the formal grievance procedure, and the rights of the parties to withdraw from the informal resolution process. The parties must then consent to the informal resolution process in writing.

At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

Informal resolution is NOT available for formal complaints alleging an employee sexually harassed a student. Additionally, the District cannot facilitate an informal resolution between a complainant and respondent unless a formal complaint has been filed.

Investigation of the Complaint

It is the District's duty to gather evidence sufficient to make a determination of responsibility with respect to each of the allegations described in the Notice of Allegations. The Title IX Coordinator or an impartial District employee designated by the Title IX Coordinator will perform the investigation, which may include interviewing the parties and other witnesses; obtaining documents, data, or other materials; and reviewing any other evidence related to the allegations of the formal complaint. The investigator will not access or consider a party's medical or mental health records without written consent from the party or the party's parent, as required by law. The parties will be allowed an equal opportunity to provide additional evidence to the investigator or refer the investigator to additional witnesses.

The District shall not prohibit the parties from discussing the allegations of the formal complaint or gathering and presenting additional evidence to the investigator. Furthermore, either party is entitled to the presence of an advisor—who may or may not be an attorney—during any investigative interview or other grievance proceeding for which the party's attendance is invited or required. The party and their advisor will be provided written notice of the date, time, and location of any such proceeding and reasonable time to prepare to participate. However, the District may, at its discretion, limit equally for both parties the extent of the advisor's participation.

Unless additional time for a full and fair investigation is deemed necessary by the Title IX Coordinator the investigator or granted to a party upon a showing of good cause, the District will strive to complete its investigation within sixty (60) days after receiving of a formal complaint. At the conclusion of the investigation, the District will provide both parties and any advisors a copy of all evidence gathered by the District that is directly related to the allegations in the formal complaint for inspection and review. The evidence may be provided to the parties in electronic or paper form. Both parties will be allowed ten (10) days to submit a written response to the evidence gathered. After considering any written responses, the investigator will provide the parties and their advisors with a written Investigative Report that fairly summarizes the relevant evidence.

The parties will be allowed an additional ten (10) days to submit a written response to the Investigative Report prior to any determination of responsibility. The District will also allow each party an opportunity to submit written, relevant questions that a party wants asked of any party or witness; provide each party with the answers; and allow for additional, limited follow-up questions from each party. Questions about a complainant's sexual predisposition or prior sexual behavior are not allowed unless such questions are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Determination of Responsibility

The Title IX Coordinator will designate a decision-maker to review the Investigative Report as well as any written responses, questions, and answers submitted with regard to the Investigative Report. The decision-maker must be a different person than the Title IX Coordinator and the investigator. Absent a conflict of interest or other disqualifying circumstance, the Title IX Coordinator shall designate the Elementary Director of Culture and Climate Transformation or any other appropriate individual determined by the Title IX Coordinator as the decision-maker for all Title IX grievances.

The decision-maker will issue a reasonably prompt written determination of responsibility regarding the allegations listed in the Notice of Allegations, which will include all information required by law. This determination will be based on the Investigative Report and any responses, questions, and answers submitted. The written determination will be provided simultaneously to both parties. The Title IX Coordinator will be responsible for effective implementation of any remedies imposed by the decision-maker.

Appeals

Either party may appeal a determination regarding responsibility or the administrative dismissal of a formal complaint by filing a written request for appeal with the Title IX Coordinator within five (5) days after receiving notice of the determination or dismissal. The request must state the basis for the appeal, which must be one of the following grounds:

- *Procedural irregularity that affected the outcome of the matter;*
- *New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;*
- *The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias that affected the outcome of the matter.*

An appeal that is not based on one of the foregoing grounds will be administratively dismissed. Likewise, an untimely appeal will be administratively dismissed unless there is good cause for the filing delay. Whether good cause exists is in the discretion of the Title IX Coordinator.

The Title IX Coordinator will notify the other party in writing that an appeal has been filed and will designate an appellate decision-maker to decide the appeal who must not be the complaint investigator, the Title IX Coordinator, or the same person who reached the determination regarding responsibility or dismissal below. Absent a conflict of interest or other disqualifying circumstance, the Title IX Coordinator shall designate the Deputy Superintendent or any other appropriate individual determined by the Title IX Coordinator as the appellate decision-maker for all Title IX grievances.

Both parties will be allowed ten (10) days following the notice of appeal to submit a written statement to the appellate decision-maker supporting or opposing the outcome below. The appellate decision-maker will consider these statements as well as the Investigative Report and any questions, and answers submitted to the initial decision-maker. The appellate decision-maker will then issue a written decision describing the result of the appeal and the rationale in a reasonably prompt manner. The decision will be provided to the parties simultaneously.

V. RECORDKEEPING AND CONFIDENTIALITY

For a period of seven (7) years, the District will retain the records of each sexual harassment investigation, including any written initial or appellate determination; any documentation regarding any disciplinary sanctions or remedies imposed; and any informal resolution and the result thereof. The District will also retain all materials used to train the District personnel involved in administering this grievance procedure. The District will also retain for a period of seven (7) years records of any actions, including supportive measures, taken in response to a report of sexual harassment that is not filed as a formal complaint.

The District will keep confidential the identity of any individual who has made a report or complaint of sexual harassment, any individual who has been reported for sexual harassment, any respondent, and any witness, except as necessary to carry out this grievance procedure and to satisfy the District's duties under the Family Educational Rights and Privacy Act (FERPA) or any other applicable law.

VI. RETALIATION

Intimidating, threatening, coercing, discriminating, or otherwise retaliating against any individual because they have made a report or complaint, testified, assisted, or participated or refused to participate in an investigation, proceeding, or hearing under this policy is prohibited.

Reference: 34 C.F.R. Part 106 (2020).

Regulation 502.5

Harassment

I. General Statement of Policy

The Cedar Rapids Community School District Board of Education is committed to maintaining a learning environment that is free from harassment because of an individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information. The District prohibits any and all forms of harassment because of an individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information.

It shall be a violation of this regulation for any teacher, administrator, or other school personnel of the District to harass a teacher, administrator, or other school personnel through conduct or communication of a sexual nature or regarding an individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information, as defined by this policy. For purposes of this regulation, school personnel include Board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the District.

It shall also be a violation of this regulation for any teacher, administrator or other school personnel of this District to tolerate sexual harassment or harassment because of an individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information by a teacher, administrator, other school personnel, or by any third parties who are participating in, observing, or otherwise engaging in activities under the direction of the District. Any teacher, administrator, or other school personnel who has knowledge or belief that an individual has or may have been the victim of prohibited harassment is required to immediately report the alleged acts to an appropriate District official designated by this policy. Failure to report the harassing conduct could result in discipline, up to and including termination, for the teacher, administrator, or other school personnel who failed to report.

The District will act to promptly investigate all complaints, either formal or informal, verbal or written, of harassment and to promptly take appropriate action to protect individuals from further harassment. If the District determines that unlawful harassment has occurred, it shall promptly and appropriately discipline any teacher, administrator or other school personnel who is found to have violated this regulation, up to and possibly including termination, and/or take other appropriate action reasonably calculated to end the harassment.

II. Definitions

- A. Sexual Harassment: Sexual harassment consists of unwelcome and unsolicited sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal, physical, or written conduct or communication of a sexual nature when:
1. submission to that conduct or communication by an individual is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment;
 2. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting the individual's employment; or
 3. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment environment.

Examples of conduct that may constitute sexual harassment may include, but are not limited to:

1. unwelcome verbal harassment or abuse, or unwelcome written harassment or abuse, including through the Internet or e-mail;
2. unwelcome sexual advances or pressure for sexual activity;

3. unwelcome, sexually motivated or inappropriate patting, pinching, or physical contact, other than necessary restraint of students by teachers, administrators or other school personnel to avoid physical harm to persons or property;
4. Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment status or implied or overt promises of preferential treatment with regard to an individual's employment status;
5. unwelcome behavior or words directed at an individual because of gender;
6. coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
7. coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another;
8. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another;
9. graffiti of a sexually offensive nature;
10. sexual gestures or jokes; or
11. spreading rumors about or rating other individuals as to sexual activity or performance.

B. Harassment: Other forms of harassment consist of physical, verbal, or written conduct relating to an individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information when the conduct:

1. has the purpose or effect of creating an intimidating, hostile or offensive employment environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's employment performance; or
3. otherwise adversely affects an individual's employment opportunities.

Examples of conduct that may constitute harassment based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information include, but are not limited to:

1. threatening or intimidating conduct directed at others because of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information, including through the Internet or e-mail;
2. slurs, negative stereotypes and hostile acts based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information;
3. graffiti containing offensive language that is derogatory to others because of their age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information;
4. written or graphic material containing comments or stereotypes which is posted or circulated (including through e-mail or the Internet) and which is aimed at degrading individuals because of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information; or
5. a physical act of aggression or assault upon another because of, or in a manner reasonably related to, the individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information.

III. Reporting Procedures

Any individual who believes he or she has been the victim of harassment by a teacher, administrator or other school personnel of the District, or by any other person who is participating in, observing, or otherwise engaging in activities under the direction of the District, is encouraged to report the alleged act immediately to the individual's building principal or the District's Executive Director of Human Resources. ***Formal complaints and informal reports of conduct constituting sexual harassment will also be referred to the Title IX Coordinator and handled pursuant to the provisions of Procedure 102c.***

Any teacher, administrator, or other school personnel who has knowledge or belief that an individual has or may have been the victim of prohibited harassment is required to immediately report the alleged acts to the individual's building principal or the District's Executive Director of Human Resources. Failure to report the harassing conduct could result in discipline, up to and including termination, for the teacher, administrator, or other school personnel who failed to report.

Any other person with knowledge or belief that an individual has or may have been the victim of prohibited harassment is encouraged to immediately report the alleged acts to the appropriate building principal or the District's Executive Director of Human Resources.

The District encourages the reporting party or complainant to use the report form available from the principal of each building and available from the District office, but oral reports shall be considered complaints as well. Nothing in this regulation shall prevent any person from reporting harassment or violence directly to the District's Executive Director of Human Resources.

The Board hereby designates the Executive Director of Human Resources as the individual responsible for identifying, investigating, preventing, and remedying harassment within the District. The District shall conspicuously post the name of the Executive Director of Human Resources, including mailing addresses and telephone numbers.

IV. Investigation Procedures

By authority of the Board, the Executive Director of Human Resources, upon receipt of a report or complaint alleging prohibited harassment, shall immediately undertake or authorize an investigation. The investigation may be conducted by District officials or by a third party designated by the District.

The District may take immediate steps, at its discretion, to protect the complainant, students, teachers, administrators or other school personnel pending completion of an investigation of alleged harassment.

The investigation will be completed as soon as practicable. The investigator shall make a written report to the Executive Director of Human Resources or designee upon completion of the investigation, which shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this regulation. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

V. District Action

The District will take appropriate action following a finding that a violation of this regulation has occurred. Such action may include, but is not limited to: warning, suspension, exclusion, expulsion, transfer, remediation, reprimand, termination or discharge, counseling, training, or mentoring. District action taken for violation of this regulation will be consistent with requirements of applicable collective bargaining agreements, state and federal law, and District policy.

VI. Prohibition on Retaliation

Retaliation against an individual because the individual has filed a harassment complaint or assisted or participated in a harassment investigation or proceeding is prohibited. Any teacher, administrator, or other school personnel shall not engage in reprisal, retaliation, harassment, or false accusation against a victim, witness, or an individual

who has reliable information, about such an act of harassment. The superintendent/designee has the right to discipline individuals who knowingly file false harassment complaints or otherwise act in bad faith during a complaint/investigative process. An individual who is found to have retaliated against another in violation of this regulation will be subject to disciplinary action, up to and possibly including termination.

VII. Right to Alternative Complaint Procedures

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Iowa Civil Rights Commission, 211 E. Maple, Des Moines, Iowa, 50309, (515) 281-4121, or the U.S. Department of Education, Office for Civil Rights, Citigroup Center, 500 W. Madison Street, Suite 1475, Chicago, IL 60661-4544, (312) 730-1560. Any inquiry or complaint to a state or federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Legal References: 20 U.S.C. §§ 1221-1234i (2004).
29 U.S.C. § 794 (1994).
42 U.S.C. §§ 2000d-2000d-7 (2004).
42 U.S.C. §§ 12001 et. seq. (2004).
Senate File 61, 1st Regular Session, 82nd General Assembly, (2007). Iowa Code §§
216.9; 280.3 (2013).
281 I.A.C. 12.3(6).
34 C.F.R. Part 106 (2020).

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02-26-18

Regulation 506.6

Abuse of Students by District Employees

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. The definition of employees for the purpose of this regulation includes not only those who work for pay but also those who are volunteers of the District under the direction and control of the District. Abuse is considered both physical abuse, which is defined as a non-accidental physical injury to a student as a result of the actions of a District employee, and sexual abuse, which is defined as any sexual offense as defined by Iowa Code chapter 709 or Iowa Code section 728.12(1) and encompasses acts of the school employee that encourage the student to engage in prostitution as defined by Iowa law, as well as inappropriate, intentional sexual behavior or sexual harassment by the school employee toward a student. ***Formal complaints and informal reports of conduct constituting sexual harassment will also be subject to the Title IX grievance process set forth in Procedure 102c.***

The District will respond promptly to allegations of abuse of students by District employees by investigating or arranging for the investigation of an allegation. The processing of a complaint or allegation will be handled confidentially to the maximum extent possible. Employees are required to assist in the investigation when requested to provide information and to maintain the confidentiality of the reporting and investigation process.

The District has appointed a Level One investigator and alternate Level One investigator. The District has also arranged for a trained, experienced professional to serve as the Level Two investigator. The Level One investigator and alternate will be provided training in the conducting of an investigation at the expense of the District. Initial training shall be undertaken within six months of appointment and follow up training shall be undertaken at least once every five years.

The names of the Level One investigators shall be identified at an open public meeting and the names or positions of the Level One investigators and their telephone numbers or other contact information shall be published in the student handbook, published annually in the local newspaper, and prominently posted in all school facilities.

Employees found in violation of this regulation will be subject to disciplinary action up to and including termination.

Code of Iowa: Chapter 709
Code of Iowa: Section 728.12(1)
Code of Iowa: Chapter 280.17
Iowa Administrative Code: 281-102

Reviewed: 05-29-90
Approved: 06-11-90
Revised: 02-22-93
Reviewed: 07-15-96
11-23-98
05-12-08
Revised: 06-23-14
11-14-16

Drug and Alcohol Testing Program

Employees who operate school vehicles classified as “commercial motor vehicles” by the U.S. Department of Transportation, and are required to possess a commercial driver’s license (CDL) to operate those vehicles *and employees who perform any safety-sensitive functions* are subject to drug and alcohol testing.

A “commercial motor vehicle” is a vehicle that transports sixteen or more persons including the driver or has a gross vehicle weight rating (GVWR) of 26,001 pounds or more. *A “safety-sensitive function” is a job function in which an accident or an error could cause the loss of human life, serious bodily injury, or significant property or environmental damage, including a job function that involves immediate supervision of a person in a job that meet the requirements of this paragraph.* For purposes of the drug and alcohol-testing program, the term “employees” includes applicants who have been offered a position to operate a commercial motor vehicle owned by the school *or a position with safety-sensitive functions.*

Employees or employee applicants that will operate a school vehicle *and/or perform safety-sensitive functions*, as described above, are subject to pre-employment drug testing prior to being allowed to perform a safety sensitive function using the school vehicle. In addition, employees *operating a school vehicle as described above and/or performing any safety-sensitive function* will be subject to random, reasonable suspicion, and post-accident drug and alcohol testing. ~~Employees operating school vehicles~~ will not perform a safety-sensitive function within four hours of using alcohol. Employees governed by this regulation are subject to the drug and alcohol testing program beginning the first day they operate or are offered a position to operate school vehicles *and/or perform a safety-sensitive function*, and continue to be subject to the drug and alcohol testing program as long as they may be required to perform a safety-sensitive function ~~as it is defined in the administrative regulations~~. Employees with questions about the drug and alcohol-testing program may contact the Manager of Transportation at 2500 Edgewood Rd, NW, Cedar Rapids, Iowa.

Employees who violate the terms of this regulation are subject to discipline up to and including termination. Employees who violate this regulation may be required, as a condition of continued employment, to successfully participate in and complete a substance abuse evaluation and a substance abuse treatment program recommended by the substance abuse professional and to be solely financially responsible for such evaluation and program. Employees who fail to or refuse to successfully participate in a substance abuse evaluation or recommended substance abuse treatment program will no longer be allowed to operate a commercial motor vehicle owned by the school, *will no longer be allowed to perform safety-sensitive functions*, and may be subject to discipline up to and including termination.

The Superintendent/designee will inform applicants of the requirement for drug and alcohol testing in notices or advertisements for employment. The Superintendent/designee will also be responsible for publication and dissemination of this regulation and supporting administrative procedures and forms to employees operating school vehicles *and/or performing safety-sensitive functions*. Any additional administrative procedures relating to the District’s drug and alcohol testing program are available from the Transportation Department. The Superintendent/designee will also oversee a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment resources and programs.

This regulation shall in no way limit the District’s authority to prohibit other alcohol and drug-related conduct.

Legal Reference: American Trucking Association, Inc., v. Federal Highway Administration, 51 Fed. 3rd 405 (4th Cir. 1995).
49 U.S.C. §§ 5331 et seq. (1994).
42 U.S.C. §§ 12101 (1994).
41 U.S.C. §§ 701-707 (1996).
49 C.F.R. Pt. 40; 382; 391.81-123 (2002).
34 C.F.R. Pt. 85 (2002).
Local 301, Internat’l Assoc. of Fire Fighters, AFL-CIO, and City of Burlington, PERB No. 3876 (3-26-91).
Iowa Code §§ 124; 279.8; 321.375(2); 730.5 (2005).

Cross Reference: 506.4 Substance-Free Workplace

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06-10-13
04-22-19

Regulation 612.1

Anti-Bullying /Harassment

When looking at the totality of the circumstances, the District considers harassment and bullying to be any electronic, written, verbal, or physical act or conduct toward a student which is based on ~~any~~ ***the student's real or*** actual ~~or~~ perceived ~~trait or characteristic of the student~~ ***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*** and which creates an objectively hostile school environment that meets one or more of the following conditions:

- Places the student in reasonable fear of harm to his/her person or property;
- Has a substantially detrimental effect on the student's physical or mental health;
- Has the effect of substantially interfering with the student's academic performance; or
- Has the effect of substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

"Electronic" is any communication involving the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means. "Electronic" includes but is not limited to communication via electronic mail, internet-based communications, pager service, cell phones, electronic text messaging, or similar technologies.

A hostile school environment is defined as a situation in which the bullying / harassment conduct is sufficiently severe, pervasive, or persistent so as to interfere with or limit a student's ability to participate in or benefit from the services, activities, or opportunities offered by a school.

Harassment and bullying may include, but are not limited to, the following behaviors and circumstances:

- Verbal, nonverbal, physical or written harassment, bullying, hazing, or other victimization that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;
- Repeated remarks of a demeaning nature that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;
- Implied or explicit threats concerning one's grades, achievements, property, etc. that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;
- Demeaning jokes, stories, or activities directed at the student that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim; and/or
- Unreasonable interference with a student's performance or creating of an intimidating, offensive, or hostile learning environment.

~~Sexual harassment means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:~~

~~Submission to the conduct is made either implicitly or explicitly a term or condition of the student's education or benefits;~~

- ~~• Submission to or rejection of the conduct by a school employee is used as the basis for academic decisions affecting that student; or~~
- ~~• The conduct has the purpose or effect of substantially interfering with the student's academic performance by creating an intimidating, hostile, or offensive education environment.~~

In situations between students and school officials, faculty, staff, or volunteers who have direct contact with students, bullying and harassment may also include the following behaviors:

- Requiring that a student submit to bullying or harassment by another student, either explicitly or implicitly, as a term or condition of the targeted student's education or participation in school programs or activities; and/or
- Requiring submission to or rejection of such conduct as a basis for decisions affecting the student.

Regulation 612.1

Page 2

A student (or adult on student's behalf) who believes he/she has suffered bullying and/or harassment will report such matters to a teacher, principal, or counselor. The information will be given to the designated building investigator(s) as outlined in Procedure 612.1a. Complaints alleging acts of intentional physical or sexual abuse by school employees, including inappropriate sexual behavior toward students, should be reported to the Level I Investigator as outlined in Procedure 506.6a. ***Formal complaints and informal reports of conduct constituting sexual harassment will also be referred to the Title IX Coordinator and handled pursuant to the provisions of Procedure 102c.***

The building principal or designee will be responsible for promptly and reasonably investigating all complaints by students alleging bullying and/or harassment unless he/she is the alleged perpetrator or has any other conflict of interest, at which time a secondary investigator will be assigned. Investigators will consider the totality of circumstances presented in determining whether conduct objectively constitutes harassment or bullying. If after an investigation a staff member is found to be in violation of this policy, the staff member shall be subject to disciplinary sanctions up to and including termination.

Any person who promptly, reasonably, and in good faith reports an incident of bullying and/or harassment under this regulation to a school official, shall be immune from civil or criminal liability relating to such report and to the person's participation in any administrative, judicial, or other proceeding relating to the report. Individuals who knowingly file a false complaint may be subject to appropriate disciplinary action.

Retaliation against any person, because the person has filed a bullying and/or harassment complaint or assisted or participated in a bullying and/or harassment investigation or proceeding, is also prohibited. Individuals who knowingly file false bullying and/or harassment complaints and any person who gives false statements in an investigation shall be subject to discipline by appropriate measures, as shall any person who is found to have retaliated against another in violation of this regulation. Any student who has retaliated in violation of this regulation shall be subject to measures up to, and including, suspension and expulsion. Any school employee who has retaliated in violation of this regulation shall be subject to measures up to, and including, termination of employment. Any school volunteer who has retaliated in violation of this regulation shall be subject to measures up to, and including, exclusion from school grounds.

The school or District will promptly and reasonably investigate allegations of bullying and/or harassment. The building principal or designee will be responsible for handling all complaints by students alleging bullying and/or harassment. The building principal or designee will be responsible for handling all complaints by employees alleging bullying and/or harassment.

It is the responsibility of the District to develop procedures regarding this regulation. The District is also responsible for organizing training programs for students, school officials, faculty, staff, and volunteers who have direct contact with students. The training will include how to recognize bullying and/or harassment; what to do in case a student is bullied and/or harassed; and proven effective bullying and/or harassment prevention strategies. The District also will develop a process for evaluating the effectiveness of the policy in reducing bullying and/or harassment in the District. The administration shall report to the Board on the progress of reducing bullying and/or harassment in the District.

The Board will annually publish the regulation. The regulation may be publicized by the following means:

- Inclusion in parent/student handbook,
- Inclusion in the employee handbook
- Inclusion in registration materials
- Inclusion on the school District's website and a copy shall be made available to any person at the central administrative office.

Regulation 612.1
Page 3

Legal References: 20 U.S.C. §§ 1221-1234i (2004).
 29 U.S.C. § 794 (1994).
 42 U.S.C. §§ 2000d-2000d-7 (2004).
 42 U.S.C. §§ 12001 et. seq. (2004).
 Senate File 61, 1st Regular Session, 82nd General Assembly, (2007).
 Iowa Code §§ 216.9; 280.3 (2013).
 281 I.A.C. 12.3(6), **(13)**.
 Morse v. Frederick, 127 S.Ct. 2618 (2007).
 34 C.F.R. Part 106 (2020).

Cross References: 506.6a
 102c

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Revised: 02-25-13
10-10-16

Procedure 612.1a

Student-to-Student Bullying/Harassment Investigation

A primary investigator is defined as the building principal or designee. Secondary investigators are trained investigators who may or may not be school employees, but are contracted for the purpose of investigating complaints.

Reporting:

If a student (or adult on student's behalf) believes he/she has been harassed, the individual shall:

- inform a member of the District staff, who will turn the information over to the primary investigator.
- the primary investigator will conduct an intake interview, unless he/she has a conflict of interest in which case the secondary investigator will conduct the investigation.

The intake interview will include gathering the following information:

- what, when, and where it happened
- who was involved
- exactly what was said or what the harasser(s) did
- witnesses to the harassment
- what the student said or did, either at the time or later
- how the student felt
- how the harasser(s) responded

Formal complaints and informal reports of conduct constituting sexual harassment will be referred to the Title IX Coordinator and handled according to the provisions of Procedure 102c.

COMPLAINT AND INTAKE PROCEDURE

The investigator will conduct an intake interview and may request that the student turn over evidence of the alleged bullying or harassment, including, but not limited to, letters, tapes, or pictures. The investigator will record in writing the facts of the complaint.

Information received during the investigation is to be kept confidential to the extent possible.

INVESTIGATION PROCEDURE

The investigator will reasonably and promptly commence the investigation upon receipt of the complaint. The investigator will interview the complainant and the alleged harasser(s). The alleged harasser(s) may file a written statement in response to the complaint. The investigator may also interview witnesses as deemed appropriate.

Upon completion of the investigation, the investigator will make written findings and conclusions as to each allegation of bullying and/or harassment and report the findings and conclusions to the appropriate District-level administrator. The report will generally be completed within 10 days of the initial complaint unless additional time is needed and communicated with the parties involved. The total time spent on the investigation will vary depending upon the facts giving rise to the investigation, the number of interviews that are conducted, and other circumstances.

RESOLUTION OF THE COMPLAINT

Following receipt of the investigator's report, the appropriate District-level administrator may investigate further, if deemed necessary, and make a determination of any appropriate additional steps which may include discipline.

Prior to the determination of the appropriate remedial action, the appropriate District-level administrator may, at the administrator's discretion, interview the complainant and the alleged harasser. The appropriate District-level administrator will file a written report closing the case and documenting any disciplinary action taken or any other action taken in response to the complaint. The complainant, the alleged harasser, and the investigator will receive notice as to the conclusion of the investigation within 5 days of receipt of the findings. The District will maintain a log of information necessary to comply with the Iowa Department of Education reporting procedures.

POINTS TO REMEMBER IN THE INVESTIGATION

- Complaints must be taken seriously and investigated.
- Evidence uncovered in the investigation is confidential to the extent possible.
- No retaliation will be taken against individuals involved in the investigation process.
- Retaliators will be disciplined up to and including suspension and expulsion.
- If the investigator is a witness to the incident or has any other conflict of interest, the secondary investigator will be assigned.

Cross Reference: Procedure 300.1a

Procedure 102c

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Revised: 02-25-13
10-10-16

COMMUNITY USE OF FACILITIES

The use of District facilities as centers for community participation should be encouraged whenever those activities are beneficial to the community-at-large. All requests must be completed online using the Facilities Request ~~form~~**system** available on the District website. If approved, there ~~requestor~~ must **be enter into** a facility use agreement.

Activities should be scheduled so they do not conflict with ~~the~~ District's academic or co-curricular programs, with due consideration given to the conservation of energy and District expense. Requests will be considered and approved based on the existing District priorities schedule. Building administrators will always have the first right to approve or disapprove use of their respective facilities.

The District may, in lieu of rental fees, accept needed services or facility use from organizations for the full or partial payment of fees due for District facility use.

When a business or organization enters into a facilities use agreement to ~~provide services using District facilities~~ and violates any of the agreement stipulations, the **Superintendent/designee** ~~Board of Education~~ reserves the right to terminate the agreement and/or deny use of facilities for that business or organization ~~for ensuing school years~~.

The Superintendent/designee reserves the right to deny the use of District facilities at any time.

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01-13-97
01-11-99
08-25-03
04-14-08
05-12-14
Revised: 10-12-15

Community Use of Facilities—General Guidelines Standards for Usage

The use of a District-owned facility under these guidelines requires the advanced approval of an the appropriate building administrator prior before a facility usage agreement contract is issued.

Types of Requests:

District Sponsored:

- *100% benefit to the District - Examples: Jr Feeder, PTA, Booster Club etc.*
- *School reserves the activity time in scheduling system with a priority time slot*
- *“District” price tier designation in the scheduling system*
- *Additional insurance not needed; informal agreement established*
- *A designated building contact must be established prior to use*

Community Partner:

Non-District Entity - Examples: CR Recreation Dept, LBA Foundation, etc.

- *School reserves the activity time in scheduling system based on the terms of the Board approved agreement*
- *“Agreement” price tier designation in the scheduling system*
- *Insurance certification is necessary on an annual basis*
- *Formal agreement is required on an annual basis (<http://partnership.cr.k12.ia.us/partnershipSignup.aspx>)*
- *A designated building contact must be established prior to use*

Non-District/Non-Community Partner

- *User requests the activity time in scheduling system*
- *Price tier designation established in the scheduling system*
- *Insurance certification is necessary on an annual basis*
- *A designated building contact must be established prior to use*

Standards:

1. ~~Organizations~~ *All non-District Sponsored Requesters must will provide the District with a “Certificate of Insurance” naming the District as additional insured or provide through the District liability insurance in accordance with the current requirements of the District. **evidencing Commercial General Liability limits of \$1,000,000 per Occurrence and \$2,000,000 Aggregate that will apply to either/or bodily injury and property damage. Liability coverage must include the Iowa Governmental Immunities endorsement. Homeowners insurance is not acceptable as proof of insurance.***
2. ~~Persons who attend activities must restrict their activities to the requested area of the facility. The use of hallways, foyers, and other common areas where safe exit is blocked is strictly prohibited. Outdoor facility use approval does not include the use of indoor facilities.~~
3. ~~When appropriate and according to the usage rental agreement, time charged will begin with the time designated for the use of the facilities including all set-up and tear-down/clean-up time. An invoice generated by the District accounting department will be sent to the user following the event. In certain cases, payment may be requested in advance.~~
4. ~~Failure on the part of the user renter to notify, in writing, the designated building contact the appropriate facilities manager of a cancellation at least 24 hours in advance Office of Executive Director—Business Services at least 1 business day prior to the scheduled event may will render the renter user liable for payment of the minimum rental usage fee. Group I users will be liable for payment of any custodial overtime that may result. Group 2 II and 3 III users may will be liable for all charges within the contract.~~
5. ~~Three cancellations or “no shows” in a multi-day contract agreement may result in termination of the agreement contract.~~

6. ~~The use of facilities may be cancelled when schools close due to inclement weather or other emergency conditions,~~ ***When school is closed all activities are cancelled.*** Charges will not apply in this situation.
7. ~~Renters~~ ***Users*** assume full responsibility for providing adequate adult supervision and ensuring orderly conduct and crowd control. This will include ***security personnel***, police and/or fire protection when necessary, or when requested by the District.
8. ~~Disrespectful behavior by renter or renter's participants will~~ ***is not be tolerated and future requests may be denied and may result in contract termination.***
9. The District will provide typical ~~for normal~~ custodial/***maintenance*** services in connection with the use of the facility and/or grounds. Charges will apply according to Board Regulation 805.6 ~~5~~.
10. The ~~renter~~ ***user*** will reimburse the District for any damages to ~~the~~ school property. Damages must be immediately reported to ***the designated building contact*** ~~an appropriate District staff member and/or facilities manager.~~
11. Approval will not be granted for ~~any activities~~ ***iesy*** which may not be in the best interest of the District ***that are essentially private in nature such as individual or group sponsored parties, receptions, weddings, or other celebrations.***
12. Gambling (e.g., bingo, raffles, lotteries) may be permitted on District property per Regulation 806.1.
13. The possession or use of alcohol, tobacco/nicotine, or controlled substances are not permitted on District property.
14. Rubber-soled shoes are required for all activities on any gymnasium floor.
15. ~~Renters will remove or reimburse the District~~ ***Users are responsible for the removal of*** any materials, equipment, furnishings, or trash/recycling left after use of the facilities.
16. The ***designated building contact*** ~~appropriate administrator~~ must approve all decorations or the application of materials to walls or floors. Decorations will be subject to state and local fire regulations.
17. The use of candles or other ~~flammable~~ ***combustible*** material is strictly prohibited in all District facilities.
18. ~~The appropriate administrator must approve the use of school-owned equipment requested by the renter, according to Regulation 805.8.~~
19. The use of District-owned equipment including, but not limited to, public address systems lighting and other equipment, must be approved ***in advance by the designated building contact*** ~~appropriate administrator~~ and ***may require operation*** by District-approved personnel. Charges may be assessed to the ~~renter~~ ***user*** for these services according to Board Regulation 805.10 ~~6~~.
20. Unusual or unique electrical appliances or equipment furnished by the user must have ***advanced*** approval of the ***designated building contact*** ~~appropriate administrator~~.
21. Any rearrangement of furniture must be approved ***in advance*** by the ***designated building contact*** ~~appropriate administrator~~ and returned to the original configuration.
22. Kitchen equipment must be operated by an authorized Food and Nutrition Department employee according to Board Regulation 805.9. ~~The user renter will be invoiced billed for the labor cost payable to the District.~~
23. ~~All regulations of the District governing the use of District facilities will be observed and are considered a part of the formal agreement contract.~~

Cross Reference: Policy 803
Regulation 805.5
Regulation 805.6

~~Regulation 805.8~~
Regulation 805.9
Regulation 806.1

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04-14-14

All incorporated into Guidelines - 805.1 and 805.3

Community Use of Facilities—Eligibility

The following types of community groups or organizations are eligible to use District facilities without specific approval by the Board of Directors, according to the priorities outlined in Regulation 805.3.

- ~~Public school groups~~
- ~~Other educational organizations (tax supported)~~
- ~~Governmental agencies~~
- ~~Clubs, organizations, and associations~~
- ~~Churches and private schools~~
- ~~Private business/industrial groups~~
- ~~Profit-oriented organizations~~
- ~~*Non-profit oriented organizations*~~

Individuals or groups sponsoring parties, weddings or other celebrations essentially private in nature shall not be eligible to use District facilities.

Cross Reference: Regulation 805.3

~~Approved: 04-24-78~~
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~~Revised: 01-27-97~~
~~Reviewed: 01-11-99~~
~~08-25-03~~
~~04-14-08~~
~~Revised: 04-14-14~~

Community Use of Facilities--Priority Schedule

Use of District facilities for activities other than the regular academic or co-curricular programs of the District *are prioritized* will receive priority scheduling according to the purpose of the intended use as follows:

Athletic Facilities:

1. ***School Activities***
2. ***District Sponsored activities (includes CRCSD Junior Feeder Programs)***
3. ***Community Partner Board approved agreements (includes CR Recreation Department/City of Cedar Rapids, CR YMCA, etc.)***
4. ***Other programs serving District students***
5. ***Approved public use***

All Other Spaces:

1. ***School Activities***
2. ***District Sponsored activities – PTO, PTA, Booster Club, FPA, PSG, etc.***
3. ***Community Partner Board approved agreements (includes CR Recreation Department/City of Cedar Rapids, etc.)***
4. ***Tax-supported educational institutions***
5. ***Other non-profit community youth programs- (includes Boys/Girls Scouts, AYSO, etc.)***
6. ***Community fundraiser (includes private non-profit organizations)***
7. ***Non-public activities***
8. ***Governmental agency activities***
9. ***Political activities and meetings***
10. ***Profit-making activities***

~~First: Activities involving any District function for students or parents, such as~~

- ~~_____ District/school related groups~~
- ~~_____ District sponsored educational functions involving adults~~
- ~~_____ Individual school sponsored functions involving students~~
- ~~_____ Meetings of the PTA, PTO, or comparable organizations~~
- ~~_____ PTA, PTO recreational functions, which do not provide financial benefits for individuals~~
- ~~_____ District staff recreation leagues~~

~~Second: Multi-session adult education programs sponsored by tax supported educational organizations, such as~~

- ~~_____ Educational workshops sponsored by governmental agencies~~
- ~~_____ Grant Wood Area Education Agency staff development activities~~
- ~~_____ Community College adult education classes~~
- ~~_____ University/college classes~~

~~Third: Other multi-session educational and recreational programs sponsored by tax supported or approved service oriented organizations, such as~~

- ~~_____ Church leagues~~
- ~~_____ City recreational programs~~
- ~~_____ Czech Summer School~~
- ~~_____ Community College interscholastic and recreation programs~~
- ~~_____ PTA, PTO sponsored functions, which result in financial benefit for individuals~~
- ~~_____ Red Cross programs~~
- ~~_____ YMCA leagues~~

~~Fourth: Multi-session activities sponsored by organizations within the community and all single-session activities other than those in the first priority, such as~~

- ~~_____ Employee organization meetings~~
- ~~_____ Industrial or commercial recreational or educational groups when company sponsored~~

- ~~_____ Meetings sponsored by governmental agencies to which the public is invited~~
- ~~_____ Nonpublic schools for special-purpose use~~
- ~~_____ Parent study groups sponsored by non-tax supported organizations~~
- ~~_____ Political meetings~~
- ~~_____ YMCA and Waypoint special-purpose use~~

~~Fifth: Community fundraising or profit-making activities~~

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04-14-08
04-14-14

All incorporated into Guidelines - 805.1

Community Use of Facilities—Application Procedure

~~Interested parties must register on the District's electronic facilities-use requester system that can be found on the District website. Approval of on line registration is required by the District's Office of Business Services. Interested parties may then request use of District facilities via the electronic facilities-use requester system.~~

~~Following appropriate approvals, a facility use contract is issued to the requester. The requester must validate the contract according to directions provided. A certificate of insurance naming the District as additional insured or the purchase of District-provided insurance by the requester will be required as appropriate.~~

~~When charges are assessed, a statement of rental fees prepared by the District's Accounting Department will be forwarded to the renter following the event. In certain cases, payment may be requested in advance.~~

~~Approved: 04-24-78
Revised: 12-12-83
Reviewed: 06-26-89
Revised: 08-14-89
Reviewed: 09-14-92
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01-11-99
08-25-03
Reviewed: 04-14-08
Revised: 04-14-14~~

Community Use of Facilities—Rental Fee - Price Tiers Determination Schedule

With the exception of any existing Board approved agreement between the District and an outside organization, e Charges for Community use of facilities, are based on the Rental Fee Schedule reflected in Regulation 805.6. Additional charges may be assessed for other operational costs including staff overtime if required. Board approved agreements with certain entities may supersede the Group price tier charge. The District reserves the right to adjust the schedule should extraordinary effort be required to accommodate the actual usage.

Outdoor building sites such as fields, parking lots, and playgrounds may be used, as available, at no charge; however, organizations or groups using the sites and playgrounds shall have the approval of the appropriate administrator and must carry insurance and follow the scheduling and application procedures prescribed in Regulation 805.4.

Building administrators and ~~the~~ Executive Director of Business Services/designee will works cooperatively *with District Leadership* to determine the appropriate Group Price Tier classifications, listed below. Building administrators will always have the first right to approve or disapprove use of their respective facilities. *Fees may be reduced or waived on case by case basis when appropriate.*

District approved camps are exempt from this Board Regulation.

<i>Price Tier</i>	<i>Activities/Groups</i>
<i>Group 1: No Charge *</i>	<ul style="list-style-type: none"> • <i>Regular classroom activities</i> • <i>District Sponsored activities (including school-related groups, feeder programs, PTA/PTO, Booster Club, CRCSD Foundation, etc.)</i> • <i>Other non-profit student-focused programs (as approved by District Leadership) where participants are all or substantially all, students of the District (e.g. Boys and Girl Scouts and Club Teams)</i> • <i>City/County/Town events and Political Caucus/Election not supporting a specific candidate</i>
<i>Group 2: Minimal Charge *</i>	<ul style="list-style-type: none"> • <i>Cedar Rapids community recreational programs for students (YMCA, CR Parks, AYSO, Club Teams, etc.)</i> • <i>Community Recreational programs for adults (Basketball Leagues, Iron-Man competitions, etc.)</i> • <i>Tax-supported educational institutions conducting educational or recreational programs (Kirkwood, UNI, etc.)</i> • <i>Governmental agencies (IPERS, DE, etc.)</i>
<i>Group 3: Full Charge *</i>	<ul style="list-style-type: none"> • <i>Church organizations</i> • <i>Non-public schools (includes Charter Schools, etc.)</i> • <i>Political events supporting a specific candidate</i> • <i>Community fundraising functions (American Red Cross, Heart Association, etc.)</i> • <i>Profit motivated activities (including employee private entrepreneurs)</i>

** Additional charges may be assessed for other operational costs including staff overtime if required.*

Group I – (Free Use)

Functions that are District/school sponsored or sponsored by the building PTA/PTO/parent group will be provided free use of school facilities. School “feeder” programs, and other non profit, student focused programs where participants are all, or substantially all, students of the District. Activities requiring the use of the ELSC Professional Development Center, school kitchens, auditoriums, stages, pools, gyms, or other special areas may involve extra operational costs.

~~District sponsored functions will be exempt from extra operational costs, with the exception of the ELSC Professional Development Center and kitchen use. Fundraising functions as described in Board Regulation 1004.1 shall also qualify for Group I status.~~

~~The use of District facilities for town meetings, political caucuses, and elections shall be free, except that charges shall be assessed for actual staff overtime, including fringe benefits, if required.~~

~~Group II – (Minimal Charge)~~

~~Activities of education related groups, tax supported educational institutions conducting educational or recreational programs, business/industry sponsored recreational groups, public information organizations, governmental agencies, neighborhood recreational activities, and political meetings not supporting specific candidates or state or national programs shall be charged in accord with Group II fee schedule.~~

~~Group III – (Full Charge)~~

~~Church organizations, nonpublic schools, political meetings supporting a specific candidate, community fundraising activities or functions that have a profit motive shall be charged within the Group III fee schedule unless the function is co-sponsored by the District. School employees functioning as private entrepreneurs (e.g., private lessons, non-school sponsored travel) are included in this category.~~

Cross Reference: Regulation 805.4
Regulation 805.6
Regulation 1004.1

Regulation 805.5
Page 2

Approved: 04-24-78
Revised: 12-12-83
09-14-87
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Revised: 10-26-92
Reviewed: 01-13-97
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09-08-03
05-10-04
04-14-08
02-25-13
04-14-14

Tennis Courts

The District will maintain lighted tennis courts at Franklin, McKinley, Roosevelt, Taft, and Wilson Middle Schools and Jefferson, Kennedy and Washington High Schools. Unlighted courts will be maintained at Harding Middle School.

Lights at the high school courts will be on Monday through Saturday and at the middle school courts Monday through Friday from approximately dusk until 10:30 p.m., between April 1 and October 31, unless weather conditions are such that the courts are not suitable for play.

~~The District reserves the right to grant exclusive privileges for specified periods to classes and teams and to other approved organizations and agencies. At all other times, play on District courts will be free, and on a first-come, first-served basis. The District also reserves the right to deny playing time to individuals who abuse the facilities or who cause disturbances.~~

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Reviewed: 07-10-89
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01-27-97
Reviewed: 01-11-99
08-25-03
04-14-08
Revised: 04-14-14

Agreements already exists????

Gym Use for Programs Sponsored by Kirkwood Community College and the City Recreation Commission

Gyms in the high schools and middle schools will be made available for programs sponsored by Kirkwood Community College and the City Recreation Commission under the following conditions:

- ~~The facilities will only be available when not being used by a school sponsored program, or a group associated with the school. All events must be coordinated with the Activities Coordinator in each school. Each elementary principal will schedule access to elementary gymnasiums.~~
- ~~Kirkwood Community College or the City Recreation Commission, with District approval, will be expected to employ a District employee as a supervisor in the secondary schools. Duties of this individual will include opening, closing, and general supervision of the facility.~~
- ~~Scoreboards and scoring equipment will not be available, but available restroom facilities may be used.~~
- ~~All District high school coaches, coaches from other institutions, and athletes, during their sports competitive season, will be excluded from any involvement in any of these programs. This program must be free of any intent to extend or supplement any competitive high school sports season.~~
- ~~High school gyms may be available Wednesday after 7:00 p.m. and Sunday from 1:00-5:00 p.m. and at other times when the schedule permits. Middle school gyms may be available week nights after 6:30 p.m. and at other times when the schedule permits.~~
- ~~Charges for gym use will apply according to Regulation 805.6.~~
- ~~Kirkwood Community College or the City Recreation Commission will provide a certificate of insurance, or may purchase such a certificate from the District.~~
- ~~Any damages to the facility will be assessed to Kirkwood Community College or the City Recreation Commission and paid directly to the District.~~
- ~~Any conflicts or disputes arising out of the administration of this procedure will be handled by the Executive Director of Business Services/designee.~~

Cross Reference: Regulation 805.6

~~Approved: 06-18-90
Revised: 10-26-92
Reviewed: 01-13-97
Revised: 01-11-99
08-25-03
04-14-08
04-14-14~~

Agreements already exists????

Pool Use for Programs Sponsored by Kirkwood Community College and the City Recreation Commission

Pools in the high schools will be made available for programs sponsored by Kirkwood Community College and the City Recreation Commission under the following conditions:

- ~~The facilities will only be available when not being used by a school sponsored program, or a group associated with the school. All events must be coordinated with the Activities Coordinator in each school.~~
- ~~Kirkwood Community College or the City Recreation Commission, with District approval, will be expected to employ a District employee as an on-site supervisor. Duties will include opening, closing, and general supervision of the facility. Lifeguards must be provided according to the regulations established by the Iowa Department of Health. Pool occupancy of 1-30 requires one lifeguard — 31-125 requires two lifeguards. Each agency is required to comply with all other Department of Health regulations concerning the pool area.~~
- ~~Scoreboards and scoring equipment will not be available, but available restroom facilities may be used.~~
- ~~All District high school coaches, coaches from other institutions, and athletes, during their sports competitive season, will be excluded from any involvement in any of these programs. This program must be free of any intent to extend or supplement any competitive high school sports season.~~
- ~~High school pools may be available Wednesday after 7:00 p.m. and Sunday from 1:00-5:00 p.m. and at other times when the schedule permits.~~
- ~~Charges for pool use will apply according to Regulation 805.6.~~
- ~~Kirkwood Community College or the City Recreation Commission will provide a certificate of insurance, or may purchase such a certificate from the District.~~
- ~~Any damages to the facility will be assessed to Kirkwood Community College and the City Recreation Commission and paid directly to the District.~~
- ~~Any conflicts or disputes arising out of the administration of this procedure will be handled by the Executive Director of Business Services/designee.~~

Cross-Reference: Regulation 805.6

Approved: ~~06-18-90~~
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Revised: ~~01-11-99~~
08-25-03
04-14-08
04-14-14

Community Use of Facilities - Chart of Rental Usage Fees

Listed below are the current facilities fees per hour for Community Use of District Facilities.

In addition to the facilities fee, all approved weekend use of facilities will require, at the minimum, a two-hour custodial fee at current rates, during building use to ensure security and safety. The facility use guidelines may require additional fees. The District reserves the right to adjust fees assessed should extraordinary effort be required to accommodate usage.

Outdoor building sites such as fields, parking lots, and playgrounds may be used, as available, at no charge;

<u>Group Price Tier</u>	<u>Base Facilities Usage Fee per hour</u>		
	<u>I Group 1</u>	<u>H Group 2</u>	<u>HH-Group 3</u>
<u>High School</u>			
Gymnasium	\$0	\$20	\$75
Pool (*Note 1) (1)	\$0	\$25	\$75
<u>Auditorium (*Note 2) (2)</u>			
Main	\$0	\$25	\$95
Little	\$0	\$15	\$50
<u>Cafeteria Area</u>			
Main Cafeteria (*Note 3) (3)	\$0	\$20	\$75
Kitchen Use of Meal Preparation (*Note 4) (4)	\$0	\$20	\$60
Faculty Kitchen	\$0	\$10	\$30
<u>Middle School</u>			
Gymnasium	\$0	\$20	\$70
Auditorium (*Note 2) (2)	\$0	\$22	\$85
<u>Cafeteria Area</u>			
Main Cafeteria (*Note 3) (3)	\$0	\$15	\$45
Kitchen Use of Meal Preparation (*Note 4) (4)	\$0	\$15	\$45
<u>Elementary School</u>			
Gymnasium/Auditorium/Multi-Purpose	\$0	\$15	\$60
<u>Cafeteria Area</u>			
Main Cafeteria (*Note 3) (3)	\$0	\$15	\$45
Kitchen Use of Meal Preparation (*Note 4) (4)	\$0	\$15	\$45
<u>Outdoor School Sites and Playground</u>	\$0	\$0	\$0
<u>District Wide</u>			
Classroom/Meeting Room	\$0	\$10	\$35
Computer Lab (*Note 5) (5)	\$95	\$170	\$315

<u>Price Tier</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>
<u>Educational Leadership & Support Center (ELSC)</u>			
<u>Professional Development Center</u>			
<i>(*Note 6)</i>			
(6)			
Jefferson Room	\$0	\$10	\$35
Kennedy Room	\$0	\$10	\$35
Washington Room	\$0	\$10	\$35
Metro Room	\$0	\$10	\$35
<u>Base Facilities Fee per Event (6)</u>			
<u>Cedar A, B, or C</u>		\$0	\$30 184 \$60 320
<u>Cedar D</u>		\$0	\$40 240 \$80 480
<u>All Cedar Rooms (A,B,C,D)</u>		\$0	\$80 480 \$160 800
			<u>Base Facilities Fee per hour</u>
<u>Outdoor School Sites and Playground</u>		\$0	\$0 \$0

*School Sponsored Camps and Clinics:
Facility Use Fee = \$25/activity
Insurance Fee = \$50/activity*

District Liability Insurance for eligible entities = Cost determined annually from Insurance Provider

***Requirements for Use: Facility use Guidelines**

- Lifeguards must be provided according to the regulations established by the Iowa Department of Health. Pool occupancy of 1-30 requires one lifeguard -- 31-125 requires two lifeguards. An additional lifeguard shall be provided for each additional 125 swimmers in the water or fraction thereof. The cost is in addition to the base facilities fee.
- ~~Rehearsals in the auditoriums are 2/3 of the base facilities fee.~~ Additional charges will be assessed for supervising or equipment operating personnel.
- Cafeteria use* includes use of electrical outlets and water from the kitchen area.
- According to Board Regulation 805.9, a*, A Food and Nutrition Department employee is required to be on duty whenever kitchen facilities are used ~~according to Board Regulation 805-9~~. The cost is in addition to the base facilities fee.
- The Computer Labs may be used for training purposes only. Users ~~enter~~ must demonstrate capability to operate equipment properly and is responsible for any damage to hardware or software. Computer lab fees apply to all organizations except for the Cedar Rapids Community School District instruction related activities. Requests for computer lab use will require approval from the Director of Technology/designee. District employees must supervise usage of computer labs, this cost is in addition to the base facilities fee.
- ~~The ELSC Professional Development Center (PDC) will use~~ requires a District employee to be present. ~~during the rental time on weekends, including a minimum of one hour before and two hours after the event. An event is defined as 8 hours in duration.~~ Additional facility charges will apply for events exceeding 8 hours. Additional staffing and operational costs, unique to each rental based on the use of the facility, will be charged. ~~The PDC has a variety of possible room configurations due to its moveable wall design. Request for use of the Professional Development Center will and requires advanced approval from the ELSC Building Manager and District's PDC Coordinator.~~

Cross Reference: Section 805

Approved: 04-24-78
Revised: 06-22-81
12-12-83
08-25-86
02-29-88
Reviewed: 08-14-89
Revised: 08-28-89
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Revised: 01-11-99
08-25-03
04-14-08
02-25-13
04-14-14

Community Use of Facilities--Kingston Stadium

Base Rental Usage Charges:

The charges for educational organizations are as follows:

Night Events <i>hours after 5 pm</i>	\$150 27 per hour \$600 508 minimum (4-hour usage)
Day Events <i>hours through 5 pm</i>	\$110 09 per hour \$440 36 minimum (4-hour usage)

In case of non-educational organizations, requests to use Kingston Stadium shall be submitted to the Superintendent's Cabinet for approval.

Base Rental Usage Charges:

The charges for non-educational organizations are as follows:

Night Events <i>hours after 5 pm</i>	\$250 4 per hour \$1,000 46 minimum (4-hour usage)
Day Events <i>hours through 5 pm</i>	\$220 48 per hour \$880 72 minimum (4-hour usage)

Base usage charges include: ~~The District may provide the following facilities, as needed:~~

- Stadium seating facilities, athletic field and track
- Soccer and track equipment (when in season)
- Parking lots on District-owned sites
- Ticket stations
- Sound systems
- Locker rooms and shower rooms
- Players' benches
- Press box
- Restrooms
- Broadcast booths
- Scoreboard

Concessions Rights:

Kingston concession facilities may be used only *for District activities*. ~~under the auspices of the District.~~

Guidelines Requirements for Use:

- A District employee ~~will~~ must be present during the term of the ~~rental usage~~ agreement. ~~with associated fees~~
~~standard fees to be assessed in addition to the base rental charge. Additional amounts will be charged for~~
~~Sunday and for holiday use.~~
- ~~The renter must contract directly for use the services of a District approved timekeeper, scoreboard operator~~
~~and announcer.~~
- Charges ~~will~~ begin with the time designated for the opening of the stadium and ~~will~~ terminate with the closing of the stadium, including all necessary cleanup.

- ~~The District reserves the right to require necessary maintenance, operational and cleanup crews as part of the agreement contract.~~
- ~~The renter will be charged for any destruction or damage to District property.~~
- If the District determines that security service or police protection is necessary, the sponsor will ensure that the protection is provided and will pay all costs relating thereto.
- When rehearsals are necessary, arrangements and charges will be determined by the **stadium manager** Executive Director of Business Services/designee at the time contract terms are reached and stadium needs are determined. ~~Stadium employees are not authorized to exceed or alter terms on the written agreement.~~
- Any platform stage, *decorations*, chairs, or additional stage equipment shall be pre-approved by the District stadium manager designee.
- ~~The renter will be required to furnish the District a Certificate of Insurance evidencing Commercial General Liability limits of \$1,000,000 Occurrence and \$2,000,000 Aggregate that will apply to either/or bodily injury and property damage. Liability coverage is to include the Iowa Governmental Immunities endorsement and also name the District and its employees and Volunteers as Additional Insureds.~~
- ~~Decorations may be permitted if pre-approved by the Executive Director of Business Services/designee.~~
- Motorized vehicles are not permitted on the track or playing fields.

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12-12-83
09-22-86
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Revised: 09-28-92
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04-14-08
05-12-14

Community Use of Facilities--School Kitchens – Guidelines

In order to protect the equipment and supplies and maintain the safety and wholesomeness of food/supplies stored in the kitchens and storerooms, school kitchen facilities may not be used for anything other than preparing and serving school meals without prior approval from the Food and Nutrition Department. The kitchen facilities located in each Cedar Rapids School building are licensed by the Linn County Health Department to be operated by Food and Nutrition Department staff. The kitchens contain food products along with kitchen utensils and commercial food service equipment used by Food and Nutrition employees for cooking, storing and holding food served to students and staff. The equipment and supplies are the property of the Food and Nutrition Department and must be properly operated and maintained so they are always available and functioning.

~~Once approval has been granted, arrangements must be made for a Food and Nutrition employee(s) to be present and on-site during the event. The Food and Nutrition employee(s) will be responsible for supervising the use of equipment and supplies along with assisting with any food preparation that takes place in the school kitchen. The community group utilizing the kitchen facility will be billed for all labor charges associated with the use of a school kitchen. The guidelines and procedures below provide the details of how to apply for approval to use a kitchen facility and what expectations the group(s) must meet.~~

Requirements for Use: Procedures for requesting use and receiving approval to use school kitchen facilities

- ~~Interested parties must register on the District's electronic facilities use requester system that can be found on the District website at: www.cr.k12.ia.us. Approval of on-line registration is required by the Office of Business Services.~~
- ~~Interested parties may then request use of District facilities via the District's electronic facilities use requester system.~~
- If a request for kitchen use is indicated **in a facility request**, prior approval from the Manager of Food and Nutrition/designee will be required prior to kitchen use.
- When a building contract and approval to use a kitchen facility has been issued, The Food and Nutrition Department will coordinate the scheduling of the appropriate staff to be on-site during the event to supervise the proper use and cleaning of the facility.

~~Following appropriate District approvals, a facility use contract is issued by the District to the requester. Requester must then sign electronically and return to the District to validate the contract. A certificate of insurance naming the District as additional insured, or the purchase of District provided insurance by the requester may also be required as appropriate.~~

Expectations for any group or organization using kitchen facilities will be as follows:

- ~~All community/school g~~ Groups using a kitchen facility are responsible for the total cost of all food, disposable paper products (plastic ware, plates, napkins etc), and any labor charges associated with the use of the school kitchen.
- The labor charged by the Food and Nutrition Department for the use of a school kitchen is based on the ~~current~~ Employee Work Agreement. Request for projected labor costs will be provided to the group based on information provided to the Food and Nutrition Department/Kitchen Manager at the time of request. Final billing will reflect the actual time worked and submitted by the assigned staff.
- A Food and Nutrition employee must always be on duty during the use of kitchen facilities under the following **guidelines**:

Examples when a Food and Nutrition Employee must be on duty:

- When any commercial equipment is used
- Need access to refrigerators, freezers, and/or storerooms
- Need use of serving line hot/cold units, ovens, dishwasher, garbage disposal, stove, warming units, or other electrical/mechanical appliances.

Examples when a Food and Nutrition Employee need not be on duty:

- If the group plans to use only counters and sinks *outside of the kitchen*
- Need access to water
- Need access to electrical outlets

- Two Food and Nutrition employees will be scheduled for every ten people working in the kitchen.
- Food and Nutrition employees are not allowed to volunteer their time in the kitchen. ~~According to the Employee Work Agreement, employees are to be paid for services performed at special events like banquets, PTA sponsored events, sports activities at a rate of time and a half of their wage.~~
- ~~When charges for facilities use include District staff, the District shall pay the employee(s) directly.~~ No direct payment to District staff by facilities contract holder is allowed, - ***the District shall pay the employee(s) directly.***
- The designated community/school group person responsible for the use of the kitchen must meet with ~~the Kitchen Manager~~ ***the Food and Nutrition Manager/designee*** to discuss the use of equipment and kitchen utensils and the need for designated storage space. Storing food products in a refrigerator and/or freezer must be approved ~~by the Kitchen Manager~~ ***by the Food and Nutrition Manager/designee*** and meet ***Hazard Analysis Critical Control Point*** (HACCP) and Health Department guidelines.
- The group is responsible for leaving the kitchen completely clean and in order.
- The cost of replacing or repairing any equipment or supplies damaged or removed from the kitchen facility or lost due to unit being unplugged during an event will be charged back to the community/school group.
- For safety reasons, ~~small (3rd grade or younger)~~ ***elementary*** children are not allowed in the kitchen.

Cross reference: Regulation 805.4

Approved: 04-28-08
Revised: 05-12-14

Community Use of Facilities - Chart of Rental Fees – Theatre Rentals

Requirements for Use: Procedures for requesting use and receiving approval to use District theatre facilities and equipment is as follows:

1. ~~Interested parties must register on the District's electronic facilities use requester system that can be found on the District website at: www.er.k12.ia.us. Approval of on-line registration is required by the Office of Business Services.~~
- ~~Interested parties may then request use of District facilities via the District's electronic facilities use requester system.~~ If a request for theatre use is indicated ***in a facility request***, prior approval from the School's Theatre Director/designee will be required prior to theatre use.
- When a building contract and approval to use a theatre facility has been issued, the Theatre Department will coordinate the scheduling of the appropriate staff to be on-site during the event to supervise the proper use. ~~This cost is in addition to the base fees.~~

~~Following appropriate District approvals, a facility use contract is issued by the District to the requester. Requester must then sign electronically and return to the District to validate the contract. A certificate of insurance naming the District as additional insured, or the purchase of District provided insurance by the requester may also be required as appropriate.~~

~~Listed below are the current facilities fees per hour for Community Use for Theatre Rentals. In addition to the facilities fee, all approved weekend use of facilities will require, at the minimum, a two-hour custodial fee at current rates, during building use to ensure security and safety. The facility use guidelines may require additional fees. The District reserves the right to adjust fees assessed should extraordinary effort be required to accommodate usage.~~

Facility Use Guidelines

- Rehearsals in the auditoriums are 2/3 of the base facilities fee. See Regulation 805.6 for fee schedule.
- ~~Additional charges will be assessed for supervising or equipment operating personnel. See table above.~~
- Includes use of electrical outlets.
- ~~A Theatre Department employee is required to be on duty whenever theatre facilities & equipment are used according to Board Regulation 805.10. The cost is in addition to the base facilities fee.~~
- The following pieces of equipment are ~~not to be used:~~ **available:** Smoke machines/hazers; strobes; external powered/unpowered speakers; specialty equipment; anything not in the school's inventory.
- District props, chairs, costumes, make up, or other scenic materials are not available to rent.
- One student or director is required to be at all events. This individual will be responsible for basic lighting, sound, rigging and other needs. Student hourly rates (2 hours minimum) will be assessed at the District established Student Hourly Rate. Director hourly rates (2 hours minimum) will be assessed at the District established hourly rate.
- ~~When charges for facilities use include District staff, the District shall pay the employee(s) directly.~~ No direct payment to District staff by facilities contract holder is allowed, - ***the District shall pay the employee(s) directly.***
- The designated community/school group person responsible for use of the Theatre must meet with the school's Theatre Director/***designee*** to discuss the use of the space and all equipment needs.
- The community/school group is responsible for leaving the space in a clean and neat order.
- The cost of replacing or repairing any equipment or supplies damaged/lost/removed from the building/theatre will be charged to the community/school group.

Listed below are the current facilities fees per hour for Community Use for Theatre Rentals.

Pricing:

Lighting:	
General Wash	\$75.00
Color Media	\$9.00/sheet <ul style="list-style-type: none"> Par cans cyc lights use 4 gels per sheet; PARNels and fresnels use 6 per sheet; ellipsoidals use 9-12 per sheet
Follow Spots	\$25.00/spot
Trained Operator	2 hours minimum charge - District established (Student District Rate) / hour
Additional Lighting	Based upon hourly labor basis for the setup for director and students, plus \$5.00/instrument
Rehearsal Lighting	Will be provided
Additional Light Hangs	2 Hour minimum charge for 2 instruments
Sound:	
Board and One Microphone	\$75.00
Additional Channels – Wireless/channel (handheld)	\$25.00 (subject to availability)
Additional Channels – Wired/mic	\$25.00 (subject to availability)
Soundboard	\$75.00
Trained Operator	2 hours minimum charge - District established (Student District Rate) / hour
Body microphones	Not available
Fly Rail Operations:	
Trained Operator	2 hours minimum charge - District established (Student District Rate) / hour
Additional Hanging / Request to Move	1 hour minimum charge - Completed by District staff ONLY and labor charge (District established hourly rate) will be applicable
Projectors:	
Single or dual projector already in place	\$75.00 – additional fee if setup is required
Additional projector needs	\$100.00/projector

Cross Reference: Policy Section 805

Approved: 10-26-15

Regulation 901.9 Proposed

Use of Seatbelts

The District shall utilize three-point, lap-shoulder belts on school district vehicles as required by state law and be used by passengers according to manufacturer standards when the vehicle is in any non-stationary gear.

Students not wearing three-point, lap-shoulder belts, when available, may have their riding privileges suspended. Drivers are not responsible and/or liable for student's wearing seatbelts while riding a school vehicle. Staff will instruct passengers on appropriate seatbelt use.

Approved: xx-xx-xxx

CONSENT AGENDA

BA-21-013 **Agreement – Cedar Rapids Community School District and Grant Wood Area Education Agency – Mentoring and Induction Consortium – 2020-2021 School Year (Ryan Rydstrom)**

Exhibit: BA-21-013/1-7

Action Item

Pertinent Fact(s):

1. The District has participated in the Grant Wood Area Education Agency Mentoring and Induction Program since the 2012-2013 School Year.
2. The District plans to continue the participation in this same program for the upcoming School Year with participation to all first- and second-year teachers. Seven District employees will participate as mentors in the Mentoring and Induction Program for the upcoming School Year.

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 – Mentoring and Induction Consortium for the 2020-2021 School Year.



GRANT WOOD
AREA EDUCATION AGENCY

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2020-2021 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 **Darcel Pledge-Dawson** 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, 2020 and terminate on June 30, 2021. 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

Board President

Date:

6/10/2020

Cedar Rapids Community School District

Board President

July 13, 2020

Date

School District Employee

Date

2020-2021 Projected Budget Summary

Name: Darcel Pledge-Dawson FTE = 1.0 Contract Days - 195 Salary - \$55,346.00 Benefits - \$20,030.82 Total - \$75,376.82



4401 Sixth Street SW
Cedar Rapids, IA 52404-4499
(319) 399-6700
Iowa WATS (800) 332-8488
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2020-2021 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 Sara McWhinney 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, 2020 and terminate on June 30, 2021. 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:

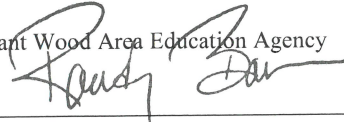
1. Employ and supervise the School District Employee to provide services under the agreement.
2. Assume all obligations pursuant to administering and supervising the existing contract between School District and School District Employee.
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5. Defend, 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.
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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

Board President Date: 6/10/2020

Cedar Rapids Community School District

Board President Date: July 13, 2020

School District Employee Date

2020-2021 Projected Budget Summary

Name: Sara McWhinney FTE = 1.0 Contract Days - 195 Salary - \$69,439.00 Benefits - \$22,470.45 Total - \$91,909.45



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**2020-2021 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 Sarah Maher 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, 2020 and terminate on June 30, 2021. 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:

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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.
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Grant Wood Area Education Agency

Board President Date: 6/10/2020

Cedar Rapids Community School District

July 13, 2020
Board President Date

School District Employee Date

2020-2021 Projected Budget Summary

Name: Sarah Maher FTE = 1.0 Contract Days - 195 Salary - \$63,651.00 Benefits - \$21,467.08 Total - \$85,118.08



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2020-2021 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 **Samantha Lowe** 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, 2020 and terminate on June 30, 2021. 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.

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School District Employee, School District and GWAEA agree:

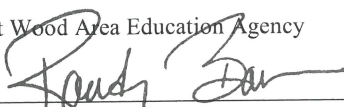
1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
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Grant Wood Area Education Agency

Cedar Rapids Community School District


Board President Date: 6/10/2020

Board President July 13, 2020 Date

School District Employee Date

2020-2021 Projected Budget Summary

Name: Samantha Lowe FTE = 1.0 Contract Days - 195 Salary - \$59,406.00 Benefits - \$20,730.93 Total - \$80,136.93

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2020-2021 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 **Maria Granadillo** 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, 2020 and terminate on June 30, 2021. 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.

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School District Employee, School District and GWAEA agree:

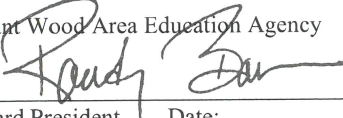
1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
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Grant Wood Area Education Agency

Cedar Rapids Community School District


Board President Date: 6/10/2020

Board President July 13, 2020 Date

School District Employee Date

2020-2021 Projected Budget Summary

Name: Maria Granadillo FTE = 1.0 Contract Days - 195 Salary - \$64,037.00 Benefits - \$21,531.93 Total - \$85,568.93



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2020-2021 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 Sarah Colony 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, 2020 and terminate on June 30, 2021. 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.

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School District Employee, School District and GWAEA agree:

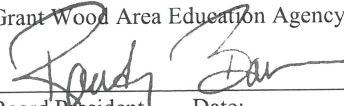
1. GWAEA will employ substitutes to cover medical leaves up to six weeks in length, and substitutes will be selected by GWAEA based on consortium criteria. If a medical leave may exceed six weeks, GWAEA and the district will discuss the potential shared responsibility for additional substitute costs and determine final costs to be paid by each party.
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Grant Wood Area Education Agency

Cedar Rapids Community School District


Board President Date: 6/10/2020

Board President Date: July 13, 2020

School District Employee Date:

2020-2021 Projected Budget Summary

Name: Sarah Colony FTE = 1.0 Contract Days - 195 Salary - \$63,810.00 Benefits - \$21,491.62 Total - \$85,301.62



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2020-2021 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 Chelsey Cloe 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.

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Grant Wood Area Education Agency

Cedar Rapids Community School District

[Signature] Date: 6/10/2020

July 13, 2020
Board President Date

School District Employee Date

2020-2021 Projected Budget Summary

Name: Chelsey Cloe FTE = 1.0 Contract Days - 195 Salary - \$65,265.00 Benefits - \$21,742.59 Total - \$87,007.59

CONSENT AGENDA

BA-21-014 **Approval – Cedar Rapids Metro Economic Alliance Membership – 2020-2021 School Year (Noreen Bush)**

Exhibit: BA-21-014/1

Action Item

Pertinent Fact(s):

The Economic Alliance is increasing their business partnerships with a focus on Future Ready Iowa and how to support our students in engaging in the local economy, internships, and work experiences. As their work with ICR (Iowa City/Cedar Rapids) further develops, the Economic Alliance is assisting our District 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 2020-2021 School Year.



Cedar Rapids Metro Economic Alliance
501 First Street SE
Cedar Rapids, IA 52401-2011

Invoice

Invoice No. 103894

Invoicing Date: 06/01/2020

Noreen Bush
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

Member ID: 288
Invoice Due: 07/01/2020

Description	Qty	Rate	Amount
Investment Dues - Investor 07/01/2020 to 06/30/2021	1.00	0.00	3,500.00
Total:			3,500.00

Customer dues in the Economic Alliance may be tax deductible as an ordinary and necessary business expense. Dues paid to the Alliance are not a charitable tax deduction for federal income tax purposes. The Alliance is not a charity, but serves as an advocate organization for area business. Effective 1-1-94 a portion of dues is not deductible as an ordinary and necessary business expense to the extent that the Economic Alliance engages in state and federal lobbying. The non-deductible portion of dues is 4.87%.

Pay your invoice on-line at www.cedarrapids.org.
(For login information contact 319.398.5317)

Thank you for your continued support of the Cedar Rapids Metro Economic Alliance!



Noreen Bush
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

Invoice: 103894
Due Date: 07/01/2020
Payment Enclosed:
\$ _____

Card No. _____
Exp. Date _____ Sec. Code _____
Signature _____

Make checks payable to:

Cedar Rapids Metro Economic Alliance
501 First Street SE
Cedar Rapids, IA 52401

I elect Automatic Membership Renewal

Credit card transactions only.

This Agreement shall be automatically renewed for successive one (1) year terms thereafter until and unless I provide the Economic Alliance with sixty (60) days prior written notice to end the Renewal Term. In the event of a dues price change, this authorization becomes null and void and an Economic Alliance representative will contact me regarding future payments.

Board Secretary
Date July 13, 2020

CONSENT AGENDA

BA-21-015 Agreement – Cedar Rapids Community Schools and CommonLit, CrisisGo, Curriculum Associates, EVERFI, Four Oaks, iJAG, Iowa Reading Research Center, Zack Johnson Foundation (KOC), Mackin, NWEA, Panorama, PBIS Rewards, SCALE UP, WeVIDEO, and Workplace Learning for Schools – for Data Sharing and Use - 2020-2021 School Year (Craig Barnum)

Exhibit: BA-21-015/1-64

Action Item

Pertinent Fact(s):

The Board is asked to consider the approval of the Data Sharing Agreements for Cedar Rapids Community Schools to the related pertinent data of the following:

1. **CommonLit** - for the purposes of providing a free collection of reading passages in all literary and nonfiction genres for students.
2. **CrisisGo** – to provide emergency alerting and communication during a critical event, warning all staff of risk and guiding them to safety. In order to do this the organization normally provides and emergency plan, staff users, roster data to take attendance and reunification and facility information.
3. **Curriculum Associates** – to provide Elementary and Middle School Benchmark Reading and Math Assessments.
4. **EVERFI** – to provide EVERFI’s curriculum through the District’s SSO provider. Curriculum includes but is not limited to: Financial Literacy and Prescription Drug Safety.
5. **Four Oaks –TotalChild 2.0 Program** - to support high risk high school students who do not have the tools to succeed in school and life. The District will supply Four Oaks with the information needed to establish contact for entry into the Program.
6. **Iowa Jobs for America’s Graduates (AKA iJAG)** - 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.
7. **Iowa Reading Research Center** – to conduct a meta-analytic evaluation of the characteristics of intensive summer reading programs associated with different effects on students’ literacy outcomes for the purposes of informing the state’s Early Literacy Initiative and ESSA implementation.
8. **Kids on Course** – to provide support services for at-risk students to ensure every child has the opportunity to achieve.
9. **Mackin** – to provide library services to staff and students grades PK-12.
10. **NWEA** - to administer the MAP suite of assessments to predict and compare student and school performance. This data will inform resource allocation, programming decisions, and professional development investments.
11. **Panorama - with the State of Iowa Department of Education** - to represent and display elementary and middle school math and reading benchmark data collected by i-Ready (Curriculum Associates). The agreement will allow the data to move from i-Ready to Panorama in order to reach its final end point – the Department of Education.

12. **PBIS Rewards** – 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.
13. **SCALE UP** - for the MCPER research team to conduct academic research with data for program participants for whom consent has been granted. This study will help Social Studies teachers improve classroom instruction.
14. **WeVideo** - to continue WeVideo use of student email addresses. This platform allows students and staff to express ideas authentically and creatively by assisting in video creation and content sharing.
15. **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, CrisisGo, Curriculum Associates, EVERFI, Four Oaks, iJAG, Iowa Reading Research Center, Kids on Course, Mackin, NWEA, Panorama, PBIS Rewards, SCALE UP, WeVideo, and Workplace Learning for the 2020-2021 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 (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 June 30, 2021.

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.
 - A. Purpose: Provide a free collection of reading passages in all literary and nonfiction genres for grades 3-12.

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, 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.).

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - A. 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 FERPA's school official exception.
 - B. 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.

- C. 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.
- D. 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.
- E. 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**
 - A. 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.).
 - B. 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**
 - A. Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - B. 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 for so long as Recipient has Restricted Data.

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:
 - A. Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - B. 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
 - C. 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, Suite 302 Washington, D.C.</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: July 13, 2020

RECIPIENTS:

By: _____

Date: _____

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 CrisisGo, Inc. (Recipient), having as its principal place of business 130 S Bemiston Ave, Suite 501, St. Louis, MO 63105 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 7/31/2021.

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.
 - A. **Purpose:** CrisisGo provides emergency alerting and communication during a critical event, warning all staff of risk and guiding them to safety. In order to do this the organization normally provides and emergency plan, staff users, roster data to take attendance and reunification and facility information.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - **Staff Directory Data:** Name, email, building(s) assignment, role, email address, phone number
 - **Student Roster Data:** Name, student number, phone number, email, school, grade, course, section, teacher
 - **Emergency Contact Data:** Name, relationship, phone number, email address
- 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 begin at Jefferson and Kennedy High Schools and will quickly expand to Metro and Washington High Schools, shortly followed by the remainder of the District.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - A. 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 FERPA's school official exception.
 - B. 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.
 - C. 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.
 - D. 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.
 - E. 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: Jon Kuhn, Manager of Customer Support

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**
 - A. 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.).
 - B. 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**
 - A. Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.

- B. 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 for so long as Recipient has Restricted Data.

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:
 - A. Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - B. 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
 - C. 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 Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	CrisisGo, Inc. C/O Jim Spicuzza, Chief Product Officer 130 S Bemiston Ave, Suite 501 St. Louis, MO 63105

PROVIDER:

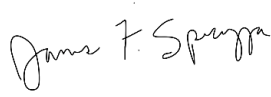
Cedar Rapids Community School District

By: _____
Board Secretary

Date: July 13, 2020

RECIPIENTS:

CrisisGo Inc.

By: 

Date: 5/26/2020

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 6/30/2021.

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 6/30/2021.

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:

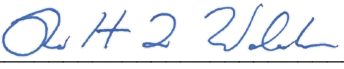
Cedar Rapids Community School District

By: _____
Board Secretary

Date: July 13, 2020

RECIPIENT:

Curriculum Associates, LLC

By: 
Robert Waldron, Chief Executive Officer

Date: 5/28/2020

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 6/30/2021.

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 for so long as Recipient has Restricted Data.

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>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: July 13, 2020

RECIPIENTS:

DocuSigned by:

By: _____
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June 29, 2020 | 10:38 AM PDT
Date: _____

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 Four Oaks Family and Children's Services (Recipient), having as its principal place of business 5400 Kirkwood Blvd. SW, Cedar Rapids, IA 52404 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2021.

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:** This data is being shared for use in the TotalChild 2.0 program through Four Oaks Family and Children's Services. This program targets youth who are at risk of one or more of the following challenges: poverty, lack of housing, academic delays/educational under-preparedness, un/under-employment, social/mental health problems, substance use, history or victims of abuse or crime, and/or lack of neighborhood/community resources and support. This data will help provide these high-risk students with the supports necessary to succeed in school.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Student name, Student ID, mailing address, phone number, email address
- 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. A list of high-risk students will be procured by the Cedar Rapids Community School District's Data Department based off of the above criteria. However, the listed risk factors will not be divulged to Recipient. Only the contact information for this list of children will be shared.

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: Debbie L. S. Craig, Four Oaks Family and Children's Services TotalChild Strategy Officer

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 for so long as Recipient has Restricted Data.

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>Debbie Craig TotalChild Strategy & Operations Officer Four Oaks Family and Children's Services 5400 Kirkwood Blvd. SW Cedar Rapids, IA 52404</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: July 13, 2020

RECIPIENTS:

By: 

Date: 6/12/2020

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 N.W., 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 set out below through and including 06/30/2021.

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.
 - A. **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 from the 19-20 school year:
 - 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:
 - A. 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 FERPA's school official exception.
 - B. 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.
 - C. 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.
 - D. 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.
 - E. 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:
Monica Mead

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**
 - A. 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.).
 - B. 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**
 - A. Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - B. 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 for so long as Recipient has Restricted Data.

VIII. 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:

- a. Prohibit Recipient from obtaining future access to Provider's data files and data elements;
- b. 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
- c. 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 N.W. Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Michael Johnson, iJAG Program Manager Iowa Jobs for America's Graduates (iJAG) 1111 9th Street, Suite 268 Des Moines IA 50314</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: July 13, 2020

RECIPIENTS:

By:  _____
Michael Johnson, Program Manager

Date: June 4, 2020

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 Reading Research Center (Recipient), having as its principal place of business 320 Blank Honors Center, Iowa City, IA 52242 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2021.

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 studies exception (CFR 99.31 (a)(6)). Under this exception, the signing party attests they are conducting a study for or on behalf of a school or the Provider. Furthermore, Recipient agrees they are conducting a study in one of the following areas: developing, validating or administering predictive tests; administering student aid programs; improving instruction.

- 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:** 1. Conduct a meta-analytic evaluation of the characteristics of intensive summer reading programs associated with different effects on students' literacy outcomes for the purposes of informing the state's Early Literacy Initiative and ESSA implementation.
 - 2. Conduct an evaluation of a data-driven instructional coaching cycle implemented by the Cedar Rapids Community School District for the purpose of improving core literacy instruction in grades 6-8.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Student demographics: student number, age, school, grade, race/ethnicity, IEP status, ELL status, gifted status, attendance, class enrollments
 - Elementary School Student Academic Data - FAST scores for grades K-5: winter 2020 and all of 20-21, ISASP literacy data in grades 3-6: spring 2021, ELPA21 data in grades K-5: spring 2019, fall 2020, spring 2020
 - Middle School Student Academic Data: FAST scores for grades 6: winter 2019, spring 2019, fall 2019, winter 2020, iReady Benchmark data in grades 6-8; fall 2020, iReady Standards Mastery data in grades 6-8; September, October, November, 2020; January, February, March, April, May 2021, iReady Standards

Mastery data in grades 6-8; September, October, November, 2020; January, February, March, April, May 2021, ISASP literacy data in grades 6-8: spring 2021

- School data: Free and reduced lunch percentage by school
 - Teacher data: first name, last name, school, grade, class, all associated observational data collected as it pertains to student literacy
- 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. Free and reduced lunch status will be given in aggregate only for groups sized 10 or more.

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 Studies 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: Rob Posekany (IRRC Data Manager)

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 for so long as Recipient has Restricted Data.

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>Deborah Reed c/o Iowa Reading Research Center 320 Blank Honors Center Iowa City, IA 52242</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: July 13, 2020

RECIPIENTS:

By: Deborah Reed

Date: 06/04/20

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 Kids on Course, aka KOC (Recipient), having as its principal place of business PO Box 2336, 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 6/30/2021.

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:** It is the mutual desire of the District and Foundation to provide opportunities for enrichment, academic support, and parent engagement activities for the Grant, Van Buren, Harrison, Hoover, Taylor, Roosevelt, Wilson, Jefferson and Kennedy school communities through KOC.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Only for KOC participants from the aforementioned schools:
 - Student Demographics: Name, Grade, School, Gender, ELL Status, IEP Status, % Homeless, % Free/Reduced Lunch, Race/Ethnicity
 - Academic Data from 17-18 and 18-19: FAST scores, Iowa Assessment Math and ELA scores, GPA (when applicable), D/F Grades (when applicable)
 - Other Data from 19-20 and 20-21: attendance (days enrolled, attended, and missed), major office referrals, in/out of school suspensions
- 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. Non-participant data will be supplied in aggregate for comparative purposes only.

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: Cassie Mitvalsky

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 for so long as Recipient has Restricted Data.

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 Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	Cassie Mitvalsky, Program Director Kids on Course PO Box 2336 Cedar Rapids, IA 52406

PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: July 13, 2020

RECIPIENTS:

By: Cassie Mitvalsky

Date: 06/03/2020

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 Mackin Educational Resources (Recipient), having as its principal place of business 3505 County Road 42 West, Burnsville, MN for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2021.

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 library services to staff and students grade PK-12 including access to MackinVIA, a digital content management system, and a collection of age-appropriate and digital titles, print books, eBooks, audiobooks, Read-Alongs, educational videos, and online databases.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Student/Teacher User ID
 - Student/Teacher Role
 - Student/Teacher School
 - Student/Teacher First Name
 - Student/Teacher Last Name
 - Student/Teacher Email
 - Student Graduation Year
- 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: Pavel Yurevich, Director of Information Technology.

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 for so long as Recipient has Restricted Data.

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 Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	Mackin Educational Resources 3505 County Road 42 West Burnsville, Minnesota 55306


PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

July 13, 2020
Date: _____

RECIPIENTS:


By: _____
Lynn Bendt, Director, Contracts

Date: 5/29/2020

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 NWEA (Recipient), having as its principal place of business 121 NW Everett St, Portland, OR 97209 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2021.

WHEREAS, Provider maintains certain data collected from various sources, pursuant to the terms of the Schedule A executed concurrently with this Agreement (the "MSA").

WHEREAS, Recipient wishes to receive a copy of certain data (Student Education Records) as defined in the MSA ().

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 Student Education Records requested by Recipient (defined in Section II below) are protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Student Education Records 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 Student Education Records to Recipient, as well as the purposes for which Student Education Records may be used and the restrictions pertaining to Recipients use of Student Education Records.
- b. Provider agrees to provide to Recipient the Student Education Records designated in Section II.
- c. Recipient agrees to use the Student Education Records solely for the purposes described below and in the MSA and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** NWEA uses the MAP suite of assessments to predict and compare student and school performance. This data will inform resource allocation, programming decisions, and professional development investments.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Student Education Records to be provided to Recipient:
 - Previous Student ID, Student ID, Student State ID, Student Last Name, Student First Name, Student Middle Initial, Student Date Of Birth, Student Gender, Student Grade, Student Ethnic Group Name, Student User Name. Notwithstanding the foregoing, indirect identifiers that do not identify a student are not Student Education Records
- b. Student Education Records provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Student Education Record at any future date (i.e. wholesale revision, deletion, return, etc.).
- c.

III. RECIPIENT'S OBLIGATIONS

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

- Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Student Education Records for purposes of collaborating agrees to protect Student Education Records in manner materially consistent with the terms of this Agreement. Recipient will not otherwise disclose in any fashion Student Education Records 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 and as detailed in the MSA. 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 Student Education Records. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent commercially feasible, materially harmful effects known to Recipient as a result of such inadvertent identification.
- Recipient will make no attempt to sell Student Education Records.
- Recipient agrees to designate an individual as its custodian of Student Education Records on its behalf for the observance of all conditions for use and secure maintenance of Student Education Records. Recipient will identify its custodian to Provider. The identified custodian's name or position is listed here:

IV. DATA SECURITY

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

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within sixty (60) days of receiving written notice from Provider as detailed in the MSA and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. Student Education Records will be returned to the Cedar Rapids Community School District within sixty (60) days of the completion of the Recipient's intended use of the Restricted Data and upon written request by 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 student 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 Student Education Records safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Student Education Records by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
 - Recipient agrees to use appropriate data deletion methods to ensure destroyed Student Education Records cannot be recovered.
 - If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology industry 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 confirmed unauthorized use or disclosure of Student Education Records within five (5) business days of its confirmation.

- 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 by law, 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 6/30/2021.

VIII. CONTRACT BREACHES

- a. Upon material breach or material 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 Student Education Records 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 the Student Education Records, on Recipient's production system, will be either returned to Provider or destroyed as requested within sixty (60) 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 material breach or material 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, or
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Student Education Records by Recipient

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 Student Education Records.
- 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 Student Education Records.
- 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. Except in the event of a merger, sale or acquisition involving the Recipient, 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>NWEA 121 NW Everett Street Portland, OR 97209 Attn: Jacob Carroll, Sr Director, Privacy & Information Security</p>
--	---

PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: July 13, 2020

RECIPIENTS:

DocuSigned by:

By: _____
Geri Cohen, CFO & EVP

Date: 6/22/2020

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 Panorama Education (Recipient), having as its principal place of business 24 School Street, 4th Floor, Boston, MA 02108 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2021.

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:** Panorama has an arrangement with the Iowa Department of Education to represent and display 6th grade math and reading benchmark data collected by i-Ready (Curriculum Associates). A data sharing agreement has already been established between Curriculum Associates and the CRCSD. This agreement will allow the data to move from i-Ready to Panorama in order to reach its final end point – the Department of Education.

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
 - 6th grade reading and math benchmark assessment scores obtained by i-Ready throughout the 20-21 school year
 - 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 any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

- c. Exception to b: backups, which are automatically deleted from Recipient's servers over time in accordance with Recipient's data retention policies.
- d. Free and reduced lunch data will be provided to Recipient only in aggregate (n 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 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: Security-Group@Panoramaed.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 Purge Restricted Data upon request of the district and will attest in writing to such return or destruction within that time.

In the event that the district and/or vendor terminates services, all data must be provided to the district in an agreed upon method and all data stored on vendor systems must be de-identified and/or deleted. Data de-identification will render the remaining data unable to be re-identified. Data deletion will render the deleted data unreadable and unusable. As part of normal business practices, Panorama maintains backups of its databases and files for a certain period of time. If Panorama suffers a catastrophic data event and requires data to be restored from a backup that contains district's data, Panorama will immediately re-de-identify and/or re-delete any district data that may have been restored.

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. In the unlikely event of a data breach Panorama will notify all affected Schools and make a reasonable effort to notify all affected users.

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 for so long as Recipient has Restricted Data.

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 purge as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or purged 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> Ben Smith Panorama Education - Boston HQ 24 School Street Fourth Floor Boston, MA 02108
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: July 13, 2020

RECIPIENTS:

Susannah Jabaity

By: _____

Date: 06 / 22 / 2020

TITLE	For signature: Cedar Rapids SD DSA
FILE NAME	Panorama Edits_Pa...6.18.2020 (2).pdf
DOCUMENT ID	1e03ad7dc79cb2b837c75e837ece8c5005dd0168
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

06 / 22 / 2020

16:29:08 UTC

Sent for signature to Contracts (contracts@panoramaed.com)
from bsmith@panoramaed.com
IP: 68.9.186.81



VIEWED

06 / 22 / 2020

17:03:06 UTC

Viewed by Contracts (contracts@panoramaed.com)
IP: 209.6.43.65



SIGNED

06 / 22 / 2020

18:59:14 UTC

Signed by Contracts (contracts@panoramaed.com)
IP: 209.6.43.65



COMPLETED

06 / 22 / 2020

18:59:14 UTC

The document has been completed.

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 6/30/2021.

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 tool that supports Cedar River Academy at Taylor's magnet school sustainability theme of going paperless.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - 20-21 Cedar River Academy at Taylor 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 at any point in the 2020-21 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 Singleton

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 for so long as Recipient has Restricted Data.

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 J26 Evansville, IN 47708
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PROVIDER:
Cedar Rapids Community School District
By: _____
Board Secretary

RECIPIENTS:
By:  _____

Date: July 13, 2020

Date: 6-16-2020

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 Meadows Center for Preventing Educational Risk (MCPER) (Recipient), having as its principal place of business The University of Texas at Austin, College of Education SZB 228, 1912 Speedway D4900, Austin TX 78712-1284 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2021.

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 studies exception (CFR 99.31 (a)(6)). Under this exception, the signing party attests they are conducting a study for or on behalf of a school or the Provider. Furthermore, Recipient agrees they are conducting a study in one of the following areas: developing, validating or administering predictive tests; administering student aid programs; improving instruction.

- 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 the data share is for the MCPER research team to conduct academic research with data for program participants for whom consent has been granted. Data should be provided in an encrypted, password protected electronic format by the school district.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - The following 2020-2021 data is being requested for program participants for whom consent is granted.
 - Student Last Name
 - Student First Name
 - Study ID
 - District Name
 - School Name
 - Grade level in 2020-2021
 - Social Studies Teacher
 - Ethnicity and/or Race
 - Gender
 - Free and Reduced Lunch Status
 - DOB

- English Learner status
 - Special Education 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.).
- c. Free and reduced lunch status will be given in aggregate only for groups sized 10 or more.

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 Studies 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: Nancy Lewis (Lead Data Analyst) nancylewis@austin.utexas.edu

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 6/30/2021.

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>Greg Roberts (Principal Investigator) The University of Texas at Austin College of Education SZB 228 1912 Speedway D4900 Austin TX 78712-1284</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: July 13, 2020

RECIPIENTS:

By:  _____

Date: 6/24/20

price quote/proposal

remit payment to

WeVideo Inc.
1975 W. El Camino Real - Suite 202
Mountain View, CA 94040
Fax: 408-819-9441
650-800-3403
ar@wevideo.com
po@wevideo.com

customer information:

Craig Barnum
cbarnum@cr.k12.ia.us
319 558 4240
Cedar Rapids Comm Sch Dist
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405

Date: 051220
Quote Expires: 6/11/2020

WeVideo Contact:
Jaime Hernandez
jaime@wevideo.com
510-684-3357

Notes:

Refer to section I for subscription purchase options

Quantity	Product/Description	Unit Base Price	Unit Extended Price	Discount	Line Total
6000 users	WeVideo for Schools Annual Subscription, multi-user license	\$9.97	\$2,616.1	73.75%	\$15,696.50
		(price per user)	(price per user)		
30000 GB	Storage Capacity: 5 GB storage per user (aggregated)				included
360000 min/mo.	Export Capacity: 1 hr. publish time per user/per mo. (aggregated)				included
1	Onboarding Session, 70 minutes, live online, cohort of 20	\$350	included free	100%	included
6000 users		\$1.66	\$0.44	73.75%	\$2,616.08
	Professional Development Options (teacher/tech training, onsite, online, etc.)				none selected
			\$0		\$0
			\$0		\$0
6,000	Mobile App access for iOS and Android devices, all users	\$2.99	included	100%	\$17,940.00
Subtotal					\$18,312.58
Tax (exempt?)					
Total					\$18,312.58

Please provide a copy of tax exempt certificate if applicable
Quote is valid for terms as stated above and below
All prices in United States Dollars (\$)

SECTION I - term length and subscription term discount options (CHECK ONE):

- Purchase 12 months/1 year subscription for 6000 users - rate of: **\$15,696.50**
- Purchase 24 months/2 year subscription for 6000 users - prepay: **\$28,253.70** and save 10% on license*
2 annual payments - **\$14,126.85**
- Purchase 36 months/3 year subscription for 6000 users - prepay: **\$40,026.08** and save 15% on license*
3 annual payments - **\$13,342.03**
- Purchase 48 months/4 year subscription for 6000 users - prepay: **\$50,228.80** and save 20% on license*
4 annual payments - **\$12,557.20**
- Purchase 60 months/5 year subscription for 6000 users - prepay: **\$58,861.88** and save 25% on license*
5 annual payments - **\$11,772.38**

*if pre-paying for multi-year license, please take amount above, then add any additional PD or optional items back into total. Or, contact your sales manger.

SECTION II - is a purchase order required to send an invoice to Cedar Rapids Comm Sch Dist (CHECK ONE):

- Yes, a school/district PO is required to invoice our school or district
- No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)

SECTION III - professional services

Yes, we are interested in professional development. Please add to your PO - or ask your sales manager to add to quote

- Professional Development, full day, on site - **\$3000**

- [] Professional Development, two day, on site - **\$5500**
- [] Professional Development, 60 minutes, live online, Cohort of 20 - **\$350** each

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. TERMS: Net 30 days. subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.
page 1 of 2

wevideo for Schools	5/12/2020 12:29:37	quote number: WVS1276001	page 2 of 2
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price quote/proposal page 2 of 2	ar@wevideo.com 1975 West El Camino Real Suite 202
school/district Cedar Rapids Comm Sch Dist	sales@wevideo.com Mountain View, CA 94040
contact Craig Barnum	Fax: 408-819-9441 Ph: 650-800-3403
WeVideo contact: Jaime Hernandez jaime@wevideo.com 510-684-3357	Quote Expires: 6/11/2020

SECTION III - COMPLETE ALL FIELDS: REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)
This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name	Cedar Rapids Community School District
WeVideo account admin/owner Name (who will log-in/manage the WeVideo account)	Jeff Lucas
Admin/owner Email	Jelucas@crschools.us
Job title/role	Information Technology Manager
Phone Number	319-558-1585

BILLING INFORMATION

Accounts Payable Contact	Roseann Hyatt or Echo Wecker
Accounts Payable Email	Accountspayable@crschools.us

PROPOSAL ACCEPTANCE

School or district purchase approver

Signature	
Date	July 13, 2020
Print Name	Laurel Day
Print Title	Board of Education Secretary

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

<i>Print name</i>	<i>Title</i>	<i>Authorized Signature</i>	<i>Date</i>
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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 6/30/2021.

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 for so long as Recipient has Restricted Data.

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: July 13, 2020

RECIPIENTS:

By: Laurie Worden

Date: 5.27.20

CONSENT AGENDA

BA-21-016 Agreement - Cedar Rapids Community School District and Mount Mercy University - Professional Development - 2020-2021 School Year (Adam Zimmermann)

Exhibit: BA-21-016/1-7

Action Item

Pertinent Fact(s):

The purpose of the Agreement is to provide a dynamic and sustainable university-school partnership focused on creating rich learning experiences for preservice teachers and students in grades PK-8 through the coordination of resources and other joint and cooperative action between the District and Mount Mercy University to support student welfare and academic achievement. Services will be provided at Cedar River Academy and Franklin Middle School.

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community School District and Mount Mercy University- Professional Development - for the 2020-2021 School Year.

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

THIS AGREEMENT is made and entered into on the 13th day of August 2020, by and between the Cedar Rapids Community School District (the “District”) and **Mount Mercy University**. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide a dynamic and sustainable university-school partnership focused on creating rich learning experiences for preservice teachers and students in grades K-8 through the coordination of resources and other joint and cooperative action between the **District** and **Mount Mercy University** to support student welfare and academic achievement.

Preservice teachers will utilize reflective, responsive teaching practices that are informed by:

- Deep and specific content knowledge
- Understanding of curricular models
- Knowledge of developmental progressions
- Awareness of individual differences among learners
- Use of ongoing assessment
- Commitment to students and the profession

To accomplish these goals, they need opportunities to:

- Participate in many facets of a classroom community including an opportunity to develop relationships with a group of students
- Observe and participate in specific experiences designed to develop skill in various aspects of literacy teaching.

Housing the courses within the school environment allows for:

- Continued experiences (of varying lengths) in one classroom.
- Collaborative planning of experiences that benefit interns and 3-5 students.
- Closer pairing of course content and classroom experiences.
- Developing awareness of the school culture and systems.
- Closer supervision of university interns and support for classroom teachers.

2. TERM

The term of this Agreement shall be from **August 13, 2020** to **June 30, 2021**. 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

MOUNT MERCY UNIVERSITY agrees to the following:

- A. Provide services at **Franklin Middle School and Cedar River Academy**. Prior written approval of a district Administrator is required to provide services in buildings other than those identified in the Agreement.
- B. Provide college interns with instruction on instructional practices in line with the Iowa Core and CCSS.
- C. Communicate weekly with administration and teacher representatives.
- D. Provide all teachers and administration with weekly communication updates including interns' objectives and upcoming goals.
- E. Regularly observe college interns and provide feedback.
- F. Assist college interns with instructional planning.
- G. 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).
- H. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
- I. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.
- J. **Mount Mercy University** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **Mount Mercy University**. The employees of **Mount Mercy University** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- K. **Mount Mercy University** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **Mount Mercy**

University shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.

The DISTRICT agrees to the following:

- A. Placements for 12 interns at each site to participate in one consistent classroom throughout the semester (home-base).
- B. Opportunities for specific experiences across the curriculum (targeted).
- C. Regular communication with university faculty.
- D. Ensure each Building Administrator works collaboratively with **Mount Mercy University** 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 (if applicable).
- E. Execute a Data Sharing Agreement (if applicable).
- F. Identify output and outcome measures and develop a reporting mechanism and intervals for data reports (as appropriate).
- G. Facilitate a regular meeting to review data, identify and address trends, and/or coordinate direction and alignment between District goals and agency practices.
- H. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **Mount Mercy University** 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 **Mount Mercy University** 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. **Mount Mercy University** 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, **Mount Mercy University** 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. **Mount Mercy University** shall be designated as the administrator of the Agreement.
- B. The site advisory group 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. **Mount Mercy University** is providing services to the District as a contractor or is operating or managing the operations of a contractor. The services provided by **MOUNT MERCY UNIVERSITY** may involve the presence of **MOUNT MERCY UNIVERSITY** 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. **MOUNT MERCY UNIVERSIT** 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. **MOUNT MERCY UNIVERSITY** hereby certifies that no one who is an owner, operator or manager of **MOUNT MERCY UNIVERSITY** has been convicted of a sex offense against a minor. **MOUNT MERCY UNIVERSITY** 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 **MOUNT MERCY UNIVERSITY** 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. **MOUNT MERCY UNIVERSITY** 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:

Adam Zimmermann

Executive Director, Middle Schools and Community Partnerships
Cedar Rapids Community School District
2500 Edgewood Road NW Cedar Rapids, Iowa 52405
(319) 558-3563

Dr. Jennifer Lynn Rasmussen

Chair, Education Department
Mount Mercy University
1330 Elmhurst Dr. NE
Cedar Rapids, Iowa 52402
(319) 363-8213 x8888

Cedar Rapids Community School District

By: _____
Board President

Date: July 13, 2020

By: _____
Board Secretary

Date: July 13, 2020

Mount Mercy University

By: _____

Date: _____

CONSENT AGENDA

**BA-21-017 Final Approval -Kennedy High School - Track Refurbishing Project -
Certificate of Substantial Completion (Chris Gates)**

Exhibit: BA-21-017/1-2

Action Item

Pertinent Fact(s):

The project was completed for the contract price of \$52,891 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on June 17, 2020.

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 - Track Refurbishing Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Kennedy High School Track Refurbish Project 2020

CONTRACTOR: Fisher Track Inc.

TO (OWNER):

Cedar Rapids Community Schools
District, In the County of Linn,
State of Iowa
Educational Leadership & Support Center
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405-1015

CONTRACT FOR: \$52,891.00
CHANGE ORDERS: \$ 0.00
CONTRACT TOTAL \$52,891.00

CONTRACT DATE: January 29, 2020

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The repair of the existing track surface, the application of the of a structural sprayed coating and repainting the track surface.

The work performed under this contract has been reviewed and found to be substantially complete except as stated below.

No Exceptions

The date of substantial completion shall be the date that the Cedar Rapids Community School Board of Education accepts the project by formal Board action.

Contractor Fisher Tracks, Inc.

Project Supervisor

[Signature]

[Signature]

Name

Name

6/17/2020

6-17-2020

Date

Date

Formal board action taken on July 13, 2020 accepted the project.

Board of Education Secretary _____ Date July 13, 2020



Fisher Tracks Inc.
Telephone: 515-432-3191
1192 235th St

Invoice

amiller@fishertracks.com

Date	Invoice #
6/17/2020	7335

Bill To
Cedar Rapids Community School District Accounting Department PO Box 879 Cedar Rapids, IA 52406-0879

P.O. No.	Terms
0025978	Due Upon Receipt

Description	Amount
Final Retainage Due - Kennedy High School	2,644.55
<p><i>OK TO pay After Board approval</i> <i>Chris Miller</i> <i>6/18/2020</i></p>	

THANK YOU FOR YOUR BUSINESS!

Total	\$2,644.55
Payments/Credits	\$0.00
Balance Due	\$2,644.55

CONSENT AGENDA

**BA-21-018 Final Approval –Coolidge Elementary School - Asbestos Abatement Project --
Certificate of Substantial Completion (Chris Gates)**

Exhibit: BA-21-018/1-2

Action Item

Pertinent Fact(s):

The project was completed for the contract price of \$51,590 and the funding was provided by the Secure an Advanced Vision for Education Fund (SAVE). The project was substantially completed on June 22, 2020.

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 –Coolidge Elementary School - Asbestos Abatement Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Coolidge Elementary School Asbestos Abatement Project

CONTRACTOR: Environmental Property Solutions, Inc.

TO (OWNER):

Cedar Rapids Community Schools
District, In the County of Linn,
State of Iowa
Educational Leadership & Support Center
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405-1015

CONTRACT FOR: \$51,590.00
CHANGE ORDERS: \$ 0.00
CONTRACT TOTAL \$51,590.00

CONTRACT DATE: February 20, 2020

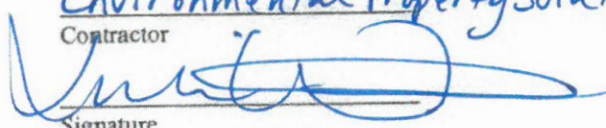
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

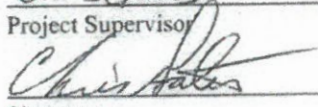
Asbestos abatement of floor tile, mastic, and roof drain insulation at Coolidge Elementary School.

The work performed under this contract has been reviewed and found to be substantially complete except as stated below.

No Exceptions

The date of substantial completion shall be the date that the Cedar Rapids Community School Board of Education accepts the project by formal Board action.

Environmental Property Solutions
Contractor

Signature
6/23/2020
Date

Chris Gates
Project Supervisor

Signature
6-22-2020
Date

Formal board action taken on July 13, 2020 accepted the project.

Board of Education Secretary _____ Date July 13, 2020

Invoice

Environmental Property Solutions, Inc.
10582 Justin Drive
Urbandale, IA 50322

Date	Invoice #
6/23/2020	20081

Bill To
Cedar Rapids Community Schools Accounts Payable 2500 Edgewood Road NW Cedar Rapids, IA 52405

Terms
Due on receipt

Quantity	Description	Rate	Amount
	Asbestos removal and disposal Project location: Coolidge Elem., 6225 1st Ave SW, Cedar Rapids Type of ACM: Floor tile and mastic 5% Retainage: 2579.50 <i>OK TO pay 31 Days after Board approval Chris Jones 6.24.2020</i>	2,579.50	2,579.50
All work is complete!		Total	\$2,579.50

CONSENT AGENDA

BA-21-019 **Final Approval -Tridium/Niagara N4 Migration Project - Certificate of Substantial Completion (Tammy Carter)**

Exhibit: BA-21-019/1-2

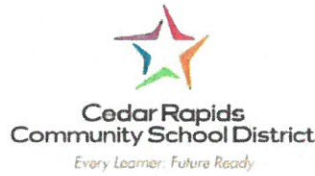
Action Item

Pertinent Fact(s):

The project was completed for the contract price of \$97,397 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on June 24, 2020.

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 - Tridium/Niagara N4 Migration Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: CRCSD Tridium/Niagara N4 Migration

CONTRACTOR: Baker Mechanical, Inc. d/b/a/ Baker Group

TO (OWNER):

Cedar Rapids Community Schools
District, In the County of Linn,
State of Iowa
Educational Leadership & Support Center
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405-1015

CONTRACT FOR: \$97,397
CHANGE ORDERS: \$ 0.00
CONTRACT TOTAL \$97,397

CONTRACT DATE: June 11, 2018

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Provide labor and materials to upgrade the existing DDC system to the latest version of Tridium/Niagara N4.

The work performed under this contract has been reviewed and found to be substantially complete except as stated below.

No Exceptions

The date of substantial completion shall be the date that the Cedar Rapids Community School Board of Education accepts the project by formal Board action.

Contractor

BAKER GROUP - JARED PARROLY

Name

6-24-20

Date

Formal board action taken on July 13, 2020

Board of Education Secretary _____

Project Supervisor

[Signature]

Name

6-24-20

Date

accepted the project.

Date July 13, 2020

BAKER GROUP
1600 SE CORPORATE WOODS DRIVE
ANKENY, IA 50021-7501



515.262.4000

Invoice 160729

Bill to: CEDAR RAPIDS COMM SCHOOL DISTR ACCOUNTING DEPARTMENT PO BOX 879 CEDAR RAPIDS, IA 52406-0879	Job: 60.16949 CRCSD N4 MIGRATION CEDAR RAPIDS, IA
--	---

Invoice #: 160729 Date: 03/01/19 Payment Terms: NET 30 DAYS Customer Code: 61334	Customer P.O. #: 23758 Salesperson: JARED M POURROY Special Requests: Email to customer
---	---

Remarks: 60.16949 CRCSD N4 MIGRATION

ACCOUNTSPAYABLE@CR.K12.IA.US

Quantity	Description	U/M	Unit Price	Extension
Total:				0.00
Less Retention:				4,869.85
Current Due:				4,869.85

TRIDIUM NIAGRA MIGRATION

NTE CONTRACT AMOUNT: \$97,397.00

BILLED TO DATE: \$97,397.00 (LESS RETENTION)

RETENTION DUE AT THIS TIME: \$4,869.85

THANK YOU.

Any balance unpaid for 30 days shall bear a FINANCE CHARGE computed by a "periodic rate" of 1.5% per month, which is an ANNUAL PERCENTAGE OF 18%.
To pay with MasterCard or Visa, please visit www.thebakergroup.com and click on the link 'Invoice Payment' near the bottom of the webpage. There is a 3% convenience fee for payment online using a credit card.

CONSENT AGENDA

**BA-21-020 Tabulation – Website Redesign Services
(Craig Barnum/Jeff Lucas/ Colleen Scholer/Tom Day)**

Exhibit: BA-21-020/1-3

Action Item

Pertinent Fact(s):

1. The goal of the project is to design the multiple websites to have consistent functionality and ease of access to core information. The redesign will unify navigation across all sites, add mobile device access, and implement a content management system to improve ease of updating and posting content.
2. Key District stakeholders and school webmaster representatives will have input throughout the redesign process.
3. A website redesign will move the vision, mission, and further branding elements of CRCSD with our community while helping tell our story in communications to students, parents, teachers, and the stakeholders.
4. The website has become an increasingly important communications tool. As an example, during this pandemic, data shows that over 115,000 unique visitors have researched CRCSD via our website.
5. The custom-built website will be developed by a selected vendor that has a long history of website design and development with school districts and AEA's around Iowa and other states. An aggressive timeline has been set with a Q2 2021 launch.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Juicebox Inc. as the CRCSD website redesign and hosting vendor.

Website Top 8 Vendor Tabulations

Amperage

Cedar Rapids, Iowa
Cost - \$82,080
Hosting - \$1,900 year

Edilio

Los Angeles, California
Cost - \$32,000
Hosting - included

EMS LINQ

Wilmington, North Carolina
Cost - \$29,691
Annual Cost - \$23,696.00

Finalsite

Glastonbury, Connecticut
Cost - \$18,000
Annual Cost - \$22,500 for 5 years
Three different tiers for Package Design ranging from \$13,275 to \$30,000 to \$40,500

Global Mobility

Schaumburg, Illinois
Cost -\$26,000

Intrado

Joplin, Missouri
Cost - Year 1 - \$39,115
Year 2 and beyond - \$27,565

Juicebox

Des Moines, Iowa
Cost - \$69,050
Hosting/annual fees - \$11,955

Planteria

Santa Rosa, California
Cost - \$73,150.00
Annual Cost - \$24,000

Juicebox Breakdown		
Website Initial Project		\$28,750
Needed Options		
Implement Google Translate		\$750
Form creation system		\$400
User authentication		\$1,250
Events system integration		\$2,000
Social Feed import		\$3,600
RFP system		\$3,250
Staff directory		\$3,450
Automatic directory sync		\$4,250
School site platform		\$10,500
School site total		10,850
Needed Options subtotal		
		\$40,300
Initial + Options		
		\$69,050
Yearly Costs		
Monthly Hosting		\$8,220
WordPress accessibility preview tool		\$285
Website accessibility tool		3,450
Total yearly costs		
		\$11,955
Total cost for 1st year		
		\$81,005

Website Tabulations - Scorecard

<i>Give each potential vendor a score on a scale from zero to ten (0 being the worst, and 10 being the best) for each of the criteria listed below. The score for each vendor will highlighted at the top and bottom of this sheet.</i>								
	Amperage	Edilio	EMS LINQ	Finalsite	GlobalMobility	Intrado	Juicebox	Planteria
	112.54	104.33	119.13	121.93	60.23	120.23	131.76	99.85
1. How complete was the vendor's proposal?	7.83	7.33	7.83	8.83	3.50	9.00	9.17	7.17
2. Is the vendor cost in our \$80,000 budget range?	8.17	9.33	9.33	9.33	7.50	9.00	9.17	8.17
3. Is the hosting cost in the range of \$20,000 per year or less?	8.67	3.83	4.83	6.00	3.50	6.83	8.67	6.33
4. How closely does the vendor meet all the criteria (below)?	7.21	7.00	8.13	8.26	2.90	8.06	8.76	6.52
•Experience building flexible websites that can be easily modified by non-technical users	7.33	7.00	7.83	8.33	3.67	8.00	8.33	7.33
•Proven information architecture skills for organizing content in ways that are intuitive to the site visitor/multiple target audiences	8.00	6.83	8.00	8.17	4.00	8.17	8.50	7.33
•Experience with creating sites that build communities and have interactive features (blogs, discussion forums, etc.)	7.50	4.83	7.67	8.00	3.33	7.67	8.50	6.83
•Vendor takes a holistic approach to an organization's web presence (e.g., insight into integrating social media platforms, third party integration, etc.)	7.67	6.33	8.00	8.17	2.67	7.50	8.50	7.00
•Experience unifying multiple K-12 schools under one design template through a website	4.83	8.00	8.50	8.50	2.50	8.00	8.83	4.33
•Experience working with K-12 educational organizations	5.17	8.50	9.17	9.33	1.67	9.17	9.83	4.33
•The District account must not represent more than 20% of the overall business of the vendor	6.33	6.00	7.00	7.17	3.67	7.33	7.50	6.83
•The number of web development and design personnel must be at least six full time individuals	7.50	8.17	8.50	8.50	4.33	7.83	9.50	8.83
5. Does the vendor's portfolio of prior work impress you?	8.17	6.33	7.67	7.17	4.33	7.50	7.83	5.50
6. Does the vendor appear to be large enough to handle our initiative?	8.33	8.00	8.83	8.67	4.67	7.67	9.17	6.67
7. How accessible does the vendor appear to be? (time zone, size, etc)	9.83	6.83	7.83	7.50	8.00	8.50	9.50	6.67
	112.54	104.33	119.13	121.93	60.23	120.23	131.76	99.85

Our selection team interviewed Juicebox via two zoom sessions to meet their team, ask questions about their proposal, and see a demonstration of their content management system.

Reasons other vendors (Apptegy, Beehively, BES, Domain7, Elko, Informatics, KWall, Mobikasa, MRW, Revize, Stamats, TechTonic, TISSA) not included in the top 8:

- Proposal not aligned with budget; Proposal lacking in our vision; or Proposal documentation lacking

CONSENT AGENDA

**BA-21-021 Proposal Acceptance - GoGuardian Licensing - 2020-2021 School Year
(Craig Barnum/Jeff Lucas/Tom Day)**

Exhibit: BA-21-021/1

Action Item

Pertinent Fact(s):

1. GoGuardian is a tool that allows our teachers to interface with students through their 1:1 device. Giving them the ability to control screens for presenting materials and monitoring work. This expands our licensing to cover our Elementary Schools for the 2020-2021 School Year.
2. The purchase is with GoGuardian through their resale partner CDW-G.

Recommendation:

It is recommended that the Board of Education approve the Proposal Acceptance - GoGuardian to expand our licensing - 2020-2021 School Year.



QUOTE CONFIRMATION

DEAR JEFF LUCAS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LMPB556	7/1/2020	LMPB556	0945910	\$25,925.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
GoGuardian for Teachers - subscription license (1 year) - 1 license Mfg. Part#: GG-TCR1Y-003500 UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: Standard Pricing	6100	4159247	\$4.25	\$25,925.00

PURCHASER BILLING INFO		SUBTOTAL	\$25,925.00
Billing Address: CEDAR RAPIDS COMMUNITY SCHOOL DSTCT ACCOUNTING DEPARTMENT 2500 EDGEWOOD RD NE CEDAR RAPIDS, IA 52405 Phone: (319) 558-2321 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$25,925.00
		DELIVER TO	
Shipping Address: CEDAR RAPIDS COMMUNITY SCHOOL DSTCT ACCOUNTING DEPARTMENT 2500 EDGEWOOD RD NE CEDAR RAPIDS, IA 52405 Phone: (319) 558-2321 Shipping Method: ELECTRONIC DISTRIBUTION		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Danny Heymann	(877) 498-5438	dannhey@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager
 © 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

 Laurel A. Day Date
 Board Secretary

CONSENT AGENDA

BA-21-022 Proposal Acceptance – Marco PrintNet Renewal/ Color Printing Upgrade (Tom Day)

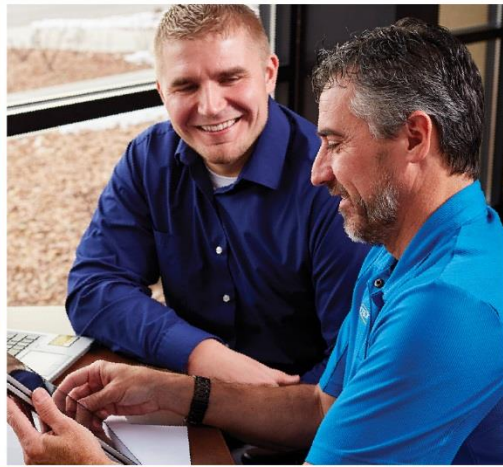
Exhibit: BA-21-022/1-4

Pertinent Fact(s):

1. The proposal offer affords the District the ability to utilize the Iowa Regent’s Contract. The contract is a publicly bid RFP and available to all public and parochial educational institutions in the state of Iowa, as well as all local and state government in Iowa. The RFP was issued by the University of Iowa and the University of Northern Iowa and was responded to by 9 equipment vendors. After presentations and a committee decision, Marco was awarded the contract. (RFP - contract number -14996)
2. CRCSD Administration and team worked with Macro, our managed printing vendor, to conduct an annual review of the Graphic & Printing Department’s existing equipment configurations for ways to increase efficiency. In addition, Marco representatives recently analyzed our envelope printer usage and life of the aging printer.
3. The contract will provide the District with an opportunity to upgrade existing equipment in the G&P Department. Marco also would renew our support and hosting of our Graphics and Printing job submission software. The contract conversion would take place by July 30, 2020.
4. The Manager of Purchasing and Graphics & Printing Departments will coordinate and combine purchases with other governmental bodies to take advantage of volume price breaks. Joint purchases with other political subdivisions will be encouraged. Per Board Procedure, where appropriate, the Purchasing Department will utilize publicly-bid purchasing consortiums.

Recommendation:

It is recommended that the Board of Education approve the Proposal Acceptance with Marco for PrintNet Renewal and Color Printing Upgrade in the Graphics & Printing Department.



PrintNet Renewal/Color Print Options

A Proposal for:

Client Name: LuAnn Basemann/Tom Day
Company Name: Cedar Rapids Community School District
Address: 2500 Edgewood Rd NW
Cedar Rapids, IA 52405
Phone: 319.558.2200
Email: lbasemann@crschools.us
Date: June 24, 2020

Prepared By:

Technology Advisor: Zach McBride
Phone: 319.296.8481
Email: zach.mcbride@marconet.com
Web: www.marconet.com
Document Number: TBD

taking technology further

MANAGED SERVICES
CLOUD SERVICES
BUSINESS IT SERVICES
CARRIER SERVICES
COPIERS & PRINTERS



marconet.com



PrintNet/CopyNet Renewal Options:

ITEM	DESCRIPTION	PRICE
12137004-PS1	COPYNET EDU 12 MONTH SUBSCRIPTION	\$14,782.50
24137004-PS1	COPYNET EDU 24 MONTH SUBSCRIPTION	\$28,382.40
36137004-PS1	COPYNET EDU 36 MONTH SUBSCRIPTION	\$40,799.70
48137004-PS1	COPYNET EDU 48 MONTH SUBSCRIPTION	\$52,034.40
60137004-PS1	COPYNET EDU 60 MONTH SUBSCRIPTION	\$59,130.00

Monthly Cost for Illustration

- CopyNet EDU 12 Month Subscription **\$1,231.88/Month**
- CopyNet EDU 24 Month Subscription **\$1,182.60/Month**
- CopyNet EDU 36 Month Subscription **\$1,133.33/Month**
- CopyNet EDU 48 Month Subscription **\$1,084.05/Month**
- CopyNet EDU 60 Month Subscription **\$985.50/Month**

Accepted by: _____
Laurel A. Day Board Secretary

Date: July 13, 2020

By signing this proposal, you are authorizing Marco to order, install and invoice the above listed equipment.

CopyNet and New Color Printer Option:

ITEM	DESCRIPTION	QUANTITY
A9VE011	KONICA MINOLTA ACCURIOPRESS C3080 80 COLOR PAGES PER MINUTE PRODUCTION PRINTER	1



Specifications:

- Output Speed of 80 Pages Per Minute Color and Mono
- Dual Scanning of 240 Originals Per Minute
- 864,000 Monthly Duty Cycle
- IC-417 Server Fiery Controller
- VI-509 Video Interface Kit for Fiery
- Up to 350gsm
- 15" Color Touchscreen
- (1) 500 Sheet Paper Tray
- (1) 1000 Sheet Paper Tray
- PF-707m 4,630 Sheet Paper Tray
- RU-518 Relay Unit
- FS-532 100 Sheet Staple Finisher
- PK-522 3-Hole Punch
- EF-103 Envelope Fuser
- Power Filters (Surge Protectors)

ITEM	DESCRIPTION	PRICE
36137004-PS1	COPYNET EDU 36 MONTH SUBSCRIPTION	\$Included

Financial Investment Recommendation: Proposed Monthly Investment

Current Program – (1) Konica Minolta bizhub PRESS C1060, (1) Konica Minolta AccurioPRESS C3070

- Konica Minolta bizhub PRESS C1060 Payment **\$528.12/Month**
- Konica Minolta AccurioPRESS C3070 Payment **\$1,827.65/Month**
- Marco Service Agreement **\$2,231.66/Month**
 - C1060 Color AMV (7,101 x 0.032) **\$227.23/Month**
 - C1060 Mono AMV (6,712 x 0.009) **\$60.41/Month**
 - C3070 Color AMV (56,300 x 0.032) **\$1,801.60/Month**
 - C3070 Mono AMV (15,824 x 0.009) **\$142.42/Month**
- Total Color Spend with Service **\$4,587.43/Month**

Proposed Investment – (1) Konica Minolta AccurioPRESS C3080, Current Konica Minolta AccurioPRESS C3070, 36 Month CopyNet Subscription

- Konica Minolta AccurioPRESS C3080 Payment **\$1,827.65/Month**
- Konica Minolta AccurioPRESS C3070 Payment **\$703.00/Month**
- CopyNet Edu (36 Month Subscription)..... **\$717.50/Month**
- Marco Service Agreement **\$1,840.57/Month**
 - C3070 Color AMV (7,101 x 0.028) **\$198.83/Month**
 - C3070 Mono AMV (6,712 x 0.0029) **\$19.45/Month**
 - C3080 Color AMV (56,300 x 0.028) **\$1,576.40/Month**
 - C3080 Mono AMV (15,824 x 0.0029) **\$45.89/Month**
- Total Color Spend with Service **\$5,088.72/Month**

** Current Konica Minolta bizhub PRESS C1060 becomes property of Cedar Rapids Community School District

New Investment Increase:

- Current Monthly Payment (hardware, service) **\$4,587.43/Month**
- Proposed Monthly Investment (hardware, service and CopyNet) . **\$5,088.72/Month**
- Proposed Monthly Increase..... **\$501.29/Month**

Service agreement includes toner, parts, labor, rollers, drums and support desk. Basically, everything except paper and staples.

Accepted by: _____ Date: July 13, 2020
Laurel A. Day Board Secretary

By signing this proposal, you are authorizing Marco to order, install and invoice the above listed equipment.

CONSENT AGENDA

BA-20-023 Appointment of Title IX Coordinator – 2020-2021 School Year (Noreen Bush)

Action Item

Pertinent Fact(s):

On May 20, 2020, the U.S. Department of Education issued final regulations related to Title IX investigations of sex discrimination and sexual harassment complaints. As part of these final regulations, the Board must appoint a Title IX Coordinator. The Superintendent is recommending the appointment of Justin Blietz, Director of Culture & Climate – Secondary Education, as the Title IX Coordinator and authorize him to coordinate the District's efforts related to Title IX.

Recommendation:

It is recommended that the Board of Education approve the appointment of Justin Blietz as the Title IX Coordinator for the 2020-2021 School Year.

CONSENT AGENDA

BA-21-024 **Proposal Acceptance - WeVideo Licensing - 2020-2021 School Year
(Craig Barnum/Jeff Lucas/Tom Day)**

Exhibit: BA-21-024/1-3

Action Item

Pertinent Fact(s):


WeVideo is a cloud-based video editing tool for the classroom with 24/7 availability for teachers and students to use from anywhere. The licensing covers the 2020-2021 School Year.

Recommendation:

It is recommended that the Board of Education approve the Proposal Acceptance - WeVideo to continue our licensing for the 2020-2021 School Year.

- [] Professional Development, two day, on site - **\$5500**
- [] Professional Development, 60 minutes, live online, Cohort of 20 - **\$350** each

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. TERMS: Net 30 days. subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.
page 1 of 2

	5/12/2020 12:29:37	quote number: WVS1276001	page 2 of 2
---	--------------------	---------------------------------	-------------

<p>price quote/proposal page 2 of 2</p> <p>school/district Cedar Rapids Comm Sch Dist</p> <p>contact Craig Barnum</p> <p>WeVideo contact: Jaime Hernandez jaime@wevideo.com 510-684-3357</p>	<p>ar@wevideo.com 1975 West El Camino Real Suite 202</p> <p>sales@wevideo.com Mountain View, CA 94040</p> <p>Fax: 408-819-9441 Ph: 650-800-3403</p> <p>Quote Expires: 6/11/2020</p>
--	---

SECTION III - COMPLETE ALL FIELDS: REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)
This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name	Cedar Rapids Commiunity School District
WeVideo account admin/owner Name (who will log-in/manage the WeVideo account)	Jeff Lucas
Admin/owner Email	Jelucas@crschools.us
Job title/role	Information Technology Manager
Phone Number	319-558-1585

BILLING INFORMATION

Accounts Payable Contact	Roseann Hyatt
Accounts Payable Email	Accountspayable@crschools.us

PROPOSAL ACCEPTANCE

School or district purchase approver

Signature	
Date	July 13, 2020
Print Name	Laurel A. Day
Print Title	Board of Education Secretary

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

<i>Print name</i>	<i>Title</i>	<i>Authorized Signature</i>	<i>Date</i>
-------------------	--------------	-----------------------------	-------------

CONSENT AGENDA

BA-21-025 Purchasing Register - Tires (Tom Day/ Scott Wing)

Exhibit: BA-21-025/1

Action Item

Pertinent Fact(s):

Tires for District school buses and vehicles are bid on annual basis. Funds are budgeted annually for the purchase.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register- Tires.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

PURCHASING REGISTER

Purchases for approval or ratification

Description: Bus and District vehicle tires

School: Transportation Department

Budget Year: 2019-2020

First Notice Date: July 14, 2020

Second Notice Date: July 21, 2020

Bid Due Date: July 29, 2020

Estimated Cost: \$ 100,000

CONSENT AGENDA

BA-21-026 Agreement – Cedar Rapids Community School District and Obelisk Consulting Services for Innovative Programming and Magnet Schools – 2020-2021 School Year (Adam Zimmermann)

Exhibit: BA-21-026/1-3

Action Item

Pertinent Fact(s):

1. Obelisk Consulting continues to provide professional learning, coaching, and program auditing and reviews for our magnet schools. Their national expertise and guidance proves to successfully support our magnet programming.
2. In SY19-20, Obelisk supported our magnet team to create a magnet toolkit that is built upon the magnet standards which will serve as a guide to ensure each of our magnet schools is making progress toward becoming a nationally recognized certified magnet school.
3. In SY20-21, Obelisk will coach and support school teams at Cedar River Academy, McKinley STEAM Academy, Johnson STEAM Academy, Roosevelt Creative Corridor Business Academy and Kenwood Leadership Academy in the following areas:
 - a. Create a 3-5-year implementation plan to achieve and sustain magnet certification.
 - b. Revise and edit marketing plan for SY20-21.
 - c. Updated one-pager and message wheel
 - d. Support integration of implementation plans into school improvement plans, amplifying connections to our CRCSD system indicators.
 - e. Create and implement a new staff orientation plan

Recommendation:

It is recommended that the Board of Education approve the Agreement – Cedar Rapids Community School District and Obelisk Consulting Services for the innovative programming and magnet schools during the 2020-2021 School Year.



PROPOSAL FOR THE 20-21 SCHOOL YEAR

August 1, 2020 to June 15, 2021

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 and magnet school coordinators with magnet strategic and implementation plans

Priorities for the year work plan:

- Work with magnet coordinators on designing professional learning around the magnet standards and pillars. Target Audience: magnet school staff
- To consult with and offer technical assistance for:
 - Kenwood Leadership Academy's magnet coordinator and committee with their Magnet Standards of Excellence
 - Create a 3-5 year implementation plan to achieve and sustain magnet certification. Specific focus should be given to planning student self-reporting on Private Victory Habits (GLTs create rubrics for Private Victory Habits); Support KLA with MSA certification self-reflection process and documents
 - Revise and edit marketing plan for SY20-21.
 - Updated one-pager and message wheel
 - Support integration of implementation plan into school improvement plan
 - New staff orientation plan
 - Cedar River Academy's magnet coordinator with year two implementation
 - Create a 3-5 year implementation plan to achieve and sustain magnet certification. Specific focus should be given to creating SEB coherence with the "Sustainability of Self" pathway and creating a model of instruction.
 - Revise and edit marketing plan for SY20-21.
 - Updated one-pager and message wheel
 - Support of integration of implementation plan into school improvement plan
 - New staff orientation plan
 - McKinley STEAM Academy (MSA)'s magnet coordinator in initial implementation phase as a magnet in 2020

- Create a 3-5 year implementation plan to achieve and sustain magnet certification. Specific focus should be given to planning and executing STEAM Career Exploratory Pathways and a course catalog.
- Revise and edit marketing plan for SY20-21
- Updated one-pager and message wheel
- Support integration of implementation plan into school improvement plan
- New staff orientation plan

- Johnson STEAM Academy (JSA)'s magnet coordinator in the optimizing phase
 - Create a 3-5 year implementation plan to achieve and sustain magnet certification. Specific focus should be given to amplifying the STEAM theme.
 - Revise and edit marketing plan for SY20-21.
 - Updated one-pager and message wheel
 - Support integration of implementation plan into school improvement plan
 - Revise and update curriculum map
 - New staff orientation plan

- Roosevelt Creative Corridor Business Academy coordinator and committee with their Magnet Standards of Excellence
 - Create a 3-5 year implementation plan to achieve and sustain magnet certification. Support RCCBA with MSA certification self-reflection process and documents
 - Revise and edit marketing plan for SY20-21.
 - Updated one-pager and message wheel
 - Support integration of implementation plan into school improvement plan
 - Revise and update curriculum map
 - New staff orientation plan

- Digital platform meetings with Principals and Magnet Coordinators throughout the year
 - Creating common language and support around Magnet Toolkit and Phases by reflecting on current state of implementation plans, marketing plans, curriculum maps (where appropriate).
 - Supporting theme integration and professional learning for all magnet schools
 - Data reviews
 - Demographics
 - Behavior
 - Achievement
 - HRS
 - Partnership development and balancing needs of schools with district needs
 - Decision-making for issues as they come to the forefront (i.e attendance practices, parent compacts, etc.)

- 2 days- Site visits at all schools, meeting with magnet coordinators
- Remote Days- 8 days- Individual technical assistance sessions with each school, availability for magnet coordinators to support the development of documents and professional learning

- 2 days at 2,000.00 per day = 4,000.00 plus travel expenses reimbursed
- 8 remote support days at 1,400.00 per day = 11,200.00
- Consultant to review Standards of Excellence submission (gratis)
- Total: 15,200.00 plus travel expenses reimbursed

- Discount of 3,500.00 applied to recognize the long-term relationship and district finance shifts

Doreen Marvin,
President Obelisk Consulting Services

Cedar Rapids Community Schools
Board Secretary

Date: _____

Date: July 13, 2020

CONSENT AGENDA

**BA-21-027 Agreement – Cedar Rapids Community School District and Nepris –
2020-2021 School Year (John Rice/Tara Troester)**

Exhibit: BA-21-027/1-3

Action Item

Pertinent Fact(s):

The Agreement will provide our Middle and High School students and staff with industry connections for context behind the content provides relevancy for students as they explore career pathways. Nepris provides virtual industry connection through classroom speakers. This will supplement the local work-based learning opportunities with Workplace Learning Connection without supplanting their services.

- Unlimited requests for live virtual speakers
- Unlimited access to previously recorded sessions
- Unlimited access to virtual industry chats as organized by Nepris
- 1-year subscription purchased with Perkins Grant Funds
- Provides additional engagement opportunities for District's Individual Career and Academic Plan

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Nepris for the 2020-2021 School Year.



Quote

May 28, 2020

Tara Troester
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

Nepris is a market leading solution for connecting industry and education. The Nepris online platform will enable Cedar Rapids Community School District educators and students to engage virtually with career professionals from around the world to bring real world relevance and career exposure.

PURCHASE AND SUBSCRIPTION: Unlimited campus wide access to Nepris for 10 Schools for 12 months.

Please send purchase order to: amanda@nepris.com.

Type	Term	Number of Sites	Price Per Site	Total Extended Price
Nepris Site License (One Year) 1500+ Students <ul style="list-style-type: none"> Kennedy 	Annual subscription. Unlimited access for all teachers and students.	1	\$6,000 \$5,400	\$5,400
Nepris Site License (One Year) 500 - 1500 Students <ul style="list-style-type: none"> Franklin Harding Roosevelt Taft Jefferson Washington 	Annual subscription. Unlimited access for all teachers and students.	6	\$5,000 \$4,500	\$27,000
Nepris Site License (One Year) 0 - 500 Students <ul style="list-style-type: none"> McKinley Metro Wilson 	Annual subscription. Unlimited access for all teachers and students.	3	\$4,000 \$3,600	\$10,800
Bertram Off Site School	Access for up to 50 students	1	\$500 \$450	\$450
Virtual/Online Professional Development (Implementation)	Virtual/Online Professional Development		\$0.00	\$0.00 (Included in software & services)
ANNUAL TOTAL				\$43,650

*Reflects a 10% discount for multi-site licenses. Adding Elementary schools would increase discount to 15% off the then-current rate.

SUBSCRIPTION TERMS:

- All Nepris subscriptions are valid for one year (12 months) and will need to be renewed the following year to continue usage.

SUBSCRIPTION PACKAGE SERVICES INCLUDE:

- Access to live support during interactive sessions
- Online support from 8:00 am – 5:00 pm central time.

USAGE:

- Participating Teachers can create unlimited LIVE virtual Session requests with industry professionals
- Teachers can view or copy session requests created by other teachers on the platform.
- Classrooms can sign up to participate in Industry Chats which includes virtual tours, Q&A, and more
- Teachers can communicate through the messaging feature with all of the industry professionals in the platform.
- Teachers can utilize the collection of recorded videos to share with students anytime, anywhere.
- Teachers and students can research careers using the Career Explorer tool.
- Nepris does not support any in-person visits. All requests are serviced online and virtually.
- School district can invite their business partners to participate.
- Nepris operations team will provide support to get teachers prepared and ready for each and every live industry session.
- Admin Dashboard is available to run activity reports.
- Students 13 and over are able to create their own Nepris account.

TECHNOLOGY

School district will be responsible to equip the teachers with the necessary technology required for optimal experience of the Nepris online platform. To use the Nepris website effectively and to participate in a virtual session, teachers will need to have the following:

System Requirements

- An internet connection – broadband wired or wireless (3G or 4G/LTE)
- Speakers and a microphone – built-in, USB plug-in, or wireless Bluetooth
- A webcam or HD webcam - built-in or USB plug-in

Supported Operating Systems

- Mac OS X with Mac OS 10.6.8 / (Snow Leopard) or later
- Windows 10
- Windows 8 or 8.1
- Windows 7

Browsers - Google Chrome, Safari, Firefox, Microsoft Edge, Internet Explorer 11+

DATA:

Nepris provides the ability to record every virtual session so that teachers can reuse the recording for homework and further review in their classrooms. Companies record their sessions so that other classrooms can benefit from them, too.

- School district and its affiliated schools provide Nepris permission to record (audio and video) every virtual session to add to the Nepris archive mainly to capture the industry engagement. Nepris guarantees that no student images will be retained in any form in these recordings at any point of time. If student voices are retained it will be completely anonymous.
- In spite of the above precautions, if school districts choose to opt out of the recording, we request that a waiver is signed noting that you will have access to a limited pool of industry experts and will not be able to take advantage of some features within Nepris that allows for assignment of recorded sessions to students in a flipped classroom or blended learning environment.
- Nepris ensures that no student information will be displayed publicly in the Nepris site or in any other social media site without prior written permission.
- Nepris does not collect or store any student information in their database.
- All teacher information in Nepris will be treated as private and confidential.

TERMS OF SERVICE and PAYMENT TERMS:

- Service start date will begin within 24 hours from Nepris' delivering an invoice or receipt of a purchase order
- Technical support is available from 8am to 5pm Central Standard Time. Please email nepris@nepris.com for technical support.
- No sales tax or usage fees are included in this proposal.
- Payment: Terms are net 30 days after receipt of a valid invoice.
- Nepris.com Terms of Use are governed by our online conditions of use statement available at: <http://nepris.com/terms>

Approved for purchase by: _____
Board Secretary: Laurel A. Day

Date: July 13, 2020

CONSENT AGENDA

BA-21-028 **Agreement - Cedar Rapids Community School District and Grant Wood Area Education Agency -Teacher Leadership Support - 2020-2021 School Year (Ryan Rydstrom)**

Exhibit: BA-21-028/1-2

Action Item

Pertinent Fact(s):

The District plans to continue the participation with Grant Wood AEA- Teacher Leadership Support System Program for the upcoming School Year and make minor changes to the support. Instead of GWAEA supporting District administrators, GWAEA will provide in-field coaching and job-embedded professional learning to our Coaching Leads.

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 - Teacher Leadership Support System Program- for the 2020-2021 School Year.



**Teacher Leadership Support Agreement
between
Grant Wood Area Education Agency
and
Cedar Rapids Community School District
2020-21**

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, 2020 and terminate on June 30, 2021. 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, 2021, unless extended by mutual agreement. This Agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

GWAEA agrees to:

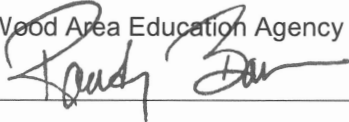
1. Use NTC Instructional Coaching Program Standards to design and formatively assess and support program implementation.
2. Utilize formative assessment tools and materials aligned with the Iowa Teaching Standards and/or district-identified instructional framework and district goals to promote teacher 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, 2021, and June 1, 2021.

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



6/10/2020

Date

Board President

Cedar Rapids Community School District

July 13, 2020

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-21-029 **Agreement – Cedar Rapids Community School District and Intercultural Development Inventory, LLC – 2020-2021 School Year (Justin Blietz)**

Exhibit: BA-21-029/1-4

Action Item

Pertinent Fact(s):

The Agreement is for services with IDI, LLC to provide consulting, coaching, and professional learning. This is a continuation of work CRCSD has engaged in to create more equitable learning outcomes. The Agreement includes 2 days of consultation related to strategic planning and 25 days of direct coaching and professional learning.

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community School District and Intercultural Development Inventory, LLC (IDI) during the 2020-2021 School Year.

AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND INTERCULTURAL DEVELOPMENT GROUP, LLC FOR INTERCULTURAL COMPETENCE DEVELOPMENT FOR THE CRCSD

THIS AGREEMENT is made and entered into on the July 20, 2020 by and between the Cedar Rapids Community School District (the “District”) and Intercultural Development Group, LLC (the “Consultant”). The parties agree as follows:

- 1. PURPOSE.** This agreement outlines a consulting engagement with the Cedar Rapids Community School District (CRCSD) to develop increased intercultural competence for selected administrators, teachers and staff through the use of the Intercultural Development Inventory® or IDI®.

The IDI is a cross-culturally validated and reliable measure of individual and group intercultural competence that has been extensively used both within the United States and internationally across a wide variety of corporate and not-for-profit organizations as well as within education, religious organizations, the government and the military.

The IDI is particularly well suited to building intercultural capability. The IDI is an assessment tool that identifies individual, group and organizational levels of intercultural competence that is applicable across a wide range of culture group differences (e.g., nationality, ethnicity, age, sexual orientation, gender, profession).

- 2. TERM.** The term of this Agreement shall be from July 1, 2020 to June 30, 2021. The parties hereto agree this Agreement shall be effective upon its execution by both parties and the duration shall be coterminous with the provisions contained herein.

3. RESPONSIBILITIES OF THE PARTIES

Intercultural Development Group, LLC shall be responsible for the following.

- **IDI strategic planning sessions:**

Up to 2 consulting days between July 1, 2020 and June 30, 2021 (can be a combination of in-person and virtual meetings) focusing on project planning.

Meetings will be with individuals identified by Culture and Climate

Transformation office. These meetings will be arranged and finalized in coordination with the Director of Culture and Climate Transformation.

- **Design and conduct professional development workshops** scheduled over the course of one year. These workshops will be designed to introduce basic concepts, increase cultural self and other-understanding, build intercultural skills, and apply new learning to CRCSD goals and challenges. These workshops will be presented on site at the district’s choosing. All content for workshops will be created and delivered to the district within 3 days of workshops.

The District shall be responsible for the following.

- A. Funding in the amount of \$129,000 payable in three (3) installments upon the receipt of detailed invoices for services. Invoices dated November 30, 2020, February 28, 2021, and June 30, 2021. Travel expenses not to exceed \$8,000.
- B. The production of materials for workshops (handouts, workbooks, assessments) will be the responsibility of the Client. Content for workshops (handouts, workbooks assessments) will be the responsibility of the Consultant.
- C. Contact Consultant no less than 10 days if scheduled meetings/visits/workshops need to be cancelled. The District will be responsible for compensation of client for any cancellations or changes made outside of ten (10) business days.
- D. Other responsibilities as determined by further review.

Description of service, product or activity	Cost
1) Up to two days, strategic planning. Can be onsite or combination of onsite and virtual sessions, consultations, correspondence, planning). \$4,500 per day x 2 days	\$9,000
2) Design and delivery of workshops as identified by client, conduct Qualified Administrator (QA) development for identified participants, and other tasks as assigned by client. \$4,500 per day X up to 25 days. Does NOT include travel	\$112,500
Total Proposed Costs	\$121,000
Travel	\$8,000
Total Budget Not to Exceed	\$129,000

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, Intercultural Development Group, LLC will provide a certificate of insurance naming the District as additional insured with general liability insurance limits of \$2,000,000.
- B. The District will indemnify and hold harmless Intercultural Development Group, LLC 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. Intercultural Development Group, LLC 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, the Intercultural Development Group, LLC negligence or willful misconduct in the performance of its duties under this Agreement.

5. 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:
 - 1. Failure to make substantial and timely progress toward performance of the Agreement.
 - 2. Failure of the party's work product and services to conform with any specifications noted herein.
 - 3. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 5A, 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:
 - 1. Immediately terminate the Agreement without additional written notice; or,
 - 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

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.

- 6. **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. The Contact persons are as follows:

<p><u>Noreen Bush</u> Superintendent Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids, Iowa 52405 (319) 558-3183</p>	<p><u>Nehrwr Abdul-Wahid</u> Manager and Lead Consultant, Intercultural Development Group, LLC PO Box 236 Menomonee Falls, WI 53052 Phone: 612-599-6716 Email: Interculturaldg@gmail.com</p>
---	---

Cedar Rapids Community School District Intercultural Development Group, LLC

By: _____
 Board President

By: _____
 Manager, Intercultural Development Group, LLC

Date: July 13, 2020

Date: _____

By: _____
 Board Secretary

Date: July 13, 2020

Non-Discrimination Policy

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. District employees with questions or a grievance related to this policy should contact Jill Cirivello, Executive Director of Human Resources, 319-558-2421; jcirivello@cr.k12.ia.us. Students and others should contact Ken Morris, Jr., Manager of Student Equity, 319-558-1504; kmorris@cr.k12.ia.us. The District mailing address is 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

CONSENT AGENDA

**BA-21- 030 Agreements - Student Teaching/Field Experience - Colleges & Universities-
2020-2021 School Year (Nicole Kooiker)**

Exhibit: BA-21-030/1-42

Action Item

Pertinent Fact(s):

1. Each year the District renews agreements with a variety of area colleges and universities for the purpose of hosting student teachers, field experience students and other practicum students. By doing so, CRCSD assists these institutions in training new teacher corps.
2. Student Teaching/Field Experience Agreement from the following institutions are recommended for approval: Coe College, Cornell College, Kirkwood Community College, Luther College, Mount Mercy University, Iowa State University, University of Iowa, University of Northern Iowa, Buena Vista, Drake University, Loras College, University of Dubuque, Morningside College, and Upper Iowa University.

Recommendation:

It is recommended that the Board of Education approve the Student Teaching/Field Experience Agreements with Coe College, Cornell College, Kirkwood Community College, Luther College, Mount Mercy University, Iowa State University, University of Iowa, University of Northern Iowa, Buena Vista, Drake University, Loras College, University of Dubuque, Morningside College, and Upper Iowa University for the 2020-2021 School Year.

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2020 by and between the Cedar Rapids Community School District and Coe College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2020 to June 30, 2021.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher’s attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

6.4 The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provision of this Agreement shall remain in full force and effect.

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

Coe College



President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: July 13, 2020

Date: 06-10-2020

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2020 by and between the Cedar Rapids Community School District and Cornell College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2020 to June 30, 2021.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

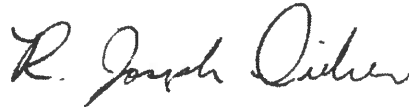
6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

6.4 The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provision of this Agreement shall remain in full force and effect.

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

Cornell College



President, Board of Directors
Cedar Rapids Community School District

Vice President for Academic Affairs, Dean of the
College and Professor of Music

Date: July 13, 2020

Date: 06/23/2020

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2020 by and between the Cedar Rapids Community School District and Kirkwood Community College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2020 to June 30, 2021.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher’s attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

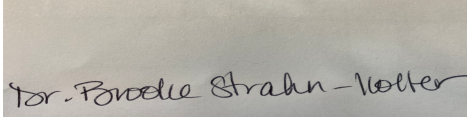
6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

6.4 The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provision of this Agreement shall remain in full force and effect.

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

Kirkwood Community College



President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: July 13, 2020

Date: 06/15/2020

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2020 by and between the Cedar Rapids Community School District and Luther College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers; field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2020 to June 30, 2021.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

6.4 The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provision of this Agreement shall remain in full force and effect.

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

Luther College

President, Board of Directors
Cedar Rapids Community School District

Barbara Boback

Authorized Institution Representative

Date: July 13, 2020

Date: 6-11-2020

6-10-2020

Stipends will be paid directly to the cooperating teacher unless the district let's us know otherwise. KB

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2020 by and between the Cedar Rapids Community School District and Mount Mercy University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2020 to June 30, 2021.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

6.4 The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provision of this Agreement shall remain in full force and effect.

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

Mount Mercy University

President, Board of Directors
Cedar Rapids Community School District



Authorized Institution Representative

Date: July 13, 2020

Date: 6/11/2020

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2020 by and between the Cedar Rapids Community School District and Iowa State University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2020 to June 30, 2021.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher’s attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

6.4 The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provision of this Agreement shall remain in full force and effect.

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

President, Board of Directors
Cedar Rapids Community School District

Date: July 13, 2020

Iowa State University - College of Human Sciences

Laura Jolly

DocuSigned by:

Laura Jolly

Authorized Institution Representative

Date: 6/10/2020

Iowa State University - School of Education

Donald G. Hackmann

DocuSigned by:

Donald G. Hackmann

Authorized Institution Representative

Date: 6/10/2020

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2020 by and between the Cedar Rapids Community School District and University of Iowa. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2020 to June 30, 2021.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:

- 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.
- 4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.
- 4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.
- 4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.
- 4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.
- 4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.
- 4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.
- 4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.
5. Supervision and Evaluation of Student Teachers:
- 5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.
- 5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.
- 5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.
- 5.4 The District shall monitor the student teacher's attendance.
- 5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher’s attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

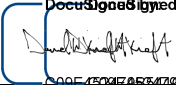
6.4 The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provision of this Agreement shall remain in full force and effect.

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

University of Iowa

President, Board of Directors
Cedar Rapids Community School District

DocuSign signed by:


Business Manger, David Keift

Date: July 13, 2020

Date: 6/11/2020

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2020 by and between the Cedar Rapids Community School District and University of Northern Iowa. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2020 to June 30, 2021.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, veteran status or any other basis protected by law.
 - 3.5 The Institution may refuse to seek placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, veteran status or any other basis protected by law.
4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable, with an explanation of the reason for the termination or change, and an opportunity for the parties to discuss the situation, as appropriate.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule during this time period, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, and activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects. Student Teachers shall not be used as substitute teachers.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the relevant policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed amendment to this Agreement.

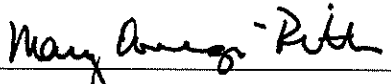
6.4 The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

University of Northern Iowa
1227 West 27th Street
Cedar Falls, Iowa 50614

President, Board of Directors
Cedar Rapids Community School District



Authorized Institution Representative

Date: July 13, 2020

Date: 6/16/2020

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2020 by and between the Cedar Rapids Community School District and Buena Vista University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2020 to June 30, 2021.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher’s attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

6.4 The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provision of this Agreement shall remain in full force and effect.

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

Buena Vista University

President, Board of Directors
Cedar Rapids Community School District

DocuSigned by:
Suzette Radke

Authorized Institution Representative

Date: July 13, 2020

Date: 6/15/2020

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2020 by and between the Cedar Rapids Community School District and Drake University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2020 to June 30, 2021.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, veteran status or any other basis protected by law.
 - 3.5 The Institution may refuse to seek placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, veteran status or any other basis protected by law.
4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable, with an explanation of the reason for the termination or change, and an opportunity for the parties to discuss the situation, as appropriate.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule during this time period, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, and activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects. Student Teachers shall not be used as substitute teachers.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the relevant policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed amendment to this Agreement.

6.4 The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

Drake University
Student Teaching Office/ School of Education
Des Moines, Iowa 50311

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: July 13, 2020

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2020 by and between the Cedar Rapids Community School District and Loras College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2020 to June 30, 2021.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher’s attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

6.4 The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provision of this Agreement shall remain in full force and effect.

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

Loras College

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: July 13, 2020 _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2020 by and between the Cedar Rapids Community School District and University of Dubuque. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2020 to June 30, 2021.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher’s attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

6.4 The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provision of this Agreement shall remain in full force and effect.

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

University of Dubuque

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: July 13, 2020 _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2020 by and between the Cedar Rapids Community School District and Morningside College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2020 to June 30, 2021.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

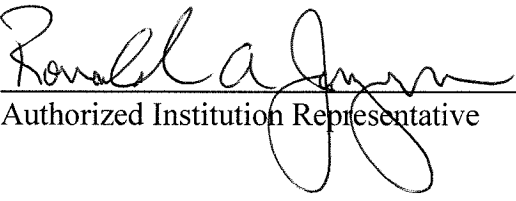
6.4 The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provision of this Agreement shall remain in full force and effect.

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

Morningside College

President, Board of Directors
Cedar Rapids Community School District



Authorized Institution Representative

Date: July 13, 2020

Date: 6/24/20

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2020 by and between the Cedar Rapids Community School District and Upper Iowa University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2020 to June 30, 2021.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

6.4 The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provision of this Agreement shall remain in full force and effect.

6.5 Any notice required under this Agreement shall be given to each party through the parties contacts at the addresses listed below:

Cedar Rapids Community School District

Upper Iowa University

President, Board of Directors
Cedar Rapids Community School District

Anita Moorman Behrens, Dean
Authorized Institution Representative

Date: July 13, 2020

Date: June 10, 2020

CONSENT AGENDA

BA-21-031 Agreement – Cedar Rapids Community School District and Panorama Education – Assessment Materials – 2020-2021 School Year (Justin Blietz)

Exhibit: BA-21-031/1-7

Pertinent Fact(s):

1. The Iowa Department of Education recognizes the importance of Social emotional learning (SEL) and released social emotional competencies for students earlier this School Year. They released this information as a recommendation and not a requirement, however, the competencies may become a requirement in the future. These recommendations align with research demonstrating the academic and wellness benefits related to social and emotional learning. With CRCSD adopting new curricular materials for SEL (K-12), there is a need to integrate assessment materials to monitor student, building and district progress
2. Panorama’s assessment materials will allow for monitoring individual student growth related to social and emotional learning. These assessments are aligned to the Iowa Department of Education’s SEL competencies as well as the national CASEL competencies. This information will allow for strategic intervention and supports that could not previously be offered. These resources are embedded in the resources provided.
3. Panorama’s assessment materials will also provide the ability to collect and monitor culture and climate data from students and families at the building and district level. This level of data collection will allow for strategic supports at each level.
4. Panorama will also provide project management and professional learning related to the assessment platform.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Panorama Education - for Social Emotional Learning Assessment Materials during the 2020-2021 School Year.

Invoice

#INV4805
6/22/2020



Panorama Education
24 School Street
4th Floor
Boston MA 02108
United States

Bill To

Cedar Rapids Comm School District (IA)
2500 Edgewood Rd Nw
Cedar Rapids IA 52405
United States

TOTAL

\$43,700.00

Due Date: 7/22/2020

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	7/22/2020		Vainer, Zeke		

Description	Amount
Panorama Platform License Fee: Social-Emotional Learning Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.	\$29,750.00
Project Management	\$5,950.00
Professional Development	\$8,000.00

Subtotal	\$43,700.00
Tax (0%)	\$0.00
Total	\$43,700.00

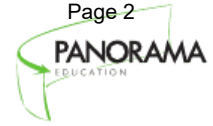
WIRE / ACH INSTRUCTIONS:

Bank Name: Silicon Valley Bank
Bank Address: 3003 Tasman Drive
Santa Clara, CA 95054
SWIFT Code (foreign wires only): SVBKUS6S
ABA / Routing Number: 121140399
Account Number: 3301053821



INV4805

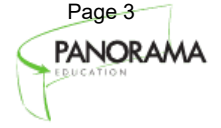
PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Cedar Rapids Community School District	<i>Company Name</i>	Panorama Education
<i>Primary Contact, Title</i>	Justin Blietz, Director of Culture and Climate Transformation, Secondary	<i>Primary Contact, Title</i>	Zeke Vainer, Outreach Director
<i>Billing / Payment Address</i>	2500 EDGEWOOD RD. NW	<i>Billing Address</i>	24 School Street. 4th Fl.
<i>City / State / Zip</i>	Cedar Rapids / IA / 52405	<i>City / State / Zip</i>	Boston, MA. 02108
<i>Email</i>	jblietz@crschools.us	<i>Email</i>	zvainer@panoramaed.com
<i>Phone</i>	319 – 899 – 0709	<i>Phone</i>	617-221-6377
<i>Billing Contact</i>			
<i>Billing Email Address</i>			

(1) Description of Services and (2) Fees

Description of Services	Fees	
<p>Panorama Platform License Fee: Social-Emotional Learning Across the School District</p> <p>Access to Platform and Support (as defined in the Terms and Conditions)</p> <ul style="list-style-type: none"> Survey administration, analysis and reporting. Social-emotional learning measures across the district, as well as the ability to pull in topics/questions from the equity & inclusion measures and student distance-learning & well-being measures Unlimited survey administrations Universal access to Playbook <p>Project Management</p> <p>Includes a dedicated Panorama Professional Services Team that will work with the district's main point of contact to execute a successful project administration.</p> <ul style="list-style-type: none"> Develop project timeline Manage setup and administration Customized configurations Coordinate the rollout of reports <p>Two On-Site Professional Development Workshops:</p> <p>Panorama's Teaching and Learning team will run two on-site professional development sessions for school and district leaders and optionally teachers and counselors on how best to use Panorama data to support students, and on how to share Panorama data with other educators at their schools.</p>	Effective Date:	June 19, 2020
	Contract Term: (From Effective Date)	1 year
	Annual License Fee:	\$29,750 / year
	Subtotal License Fee:	\$29,750 / year
	Project Management:	\$5,950 / year
	Professional Development:	\$8,000 / year
	Subtotal Services Fees Over Contract Term:	\$13,950 / year
	Annual Total: (Due on Effective Date for Year 1)	\$43,700 / year
Total Over Contract Term:	\$43,700	



PANORAMA EDUCATION – SERVICE ORDER

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Other Terms and Conditions (if any)

Agreement

The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:	Print Name, Title: Laurel A. Day, Board Secretary	Date: July 13, 2020
Panorama Signature:	Print Name, Title:	Date:

Terms and Conditions

BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents (the "Platform").

Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders ("Future SOs") pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 **Platform.** Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use (including use by Client's students, staff and parents, as described in the SO, if applicable ("Authorized Users")).

1.2 **Limitations.** The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 **Client Ownership.** Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) ("Data"), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions ("Other Data", and, together with the Data, "Client Data"). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development

purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 **Panorama Ownership.** Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 **Feedback.** Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 **Client Responsibilities.** Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5 **Data Security.** Panorama will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 **Privacy Policy.** Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramaed.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 **Right to Data Destruction.** If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

3 FEES; PAYMENT TERMS

3.1 **Fees; Payment Terms.** Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will be made accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30)

Terms and Conditions

days from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.

3.2 Net of Taxes. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

4 TERM, TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the "Term").

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama's network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by

the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

Terms and Conditions

PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and

expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which

Terms and Conditions

this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

CONSENT AGENDA

BA-21-032 Agreement – Cedar Rapids Community School District and Habitudes - 9-12 Instructional Materials – 2020-2021 School Year (Cynthia Phillips/Justin Blietz)

Exhibit: BA-21-032/1-6

Pertinent Fact(s):

1. The Iowa Department of Education recognizes the importance of Social emotional learning (SEL) and released social emotional competencies for students earlier this School Year. They released this information as a recommendation and not a requirement, however, the competencies may become a requirement in the future. These recommendations align with research demonstrating the academic and wellness benefits related to social and emotional learning.
2. Currently, CRCSD is using PARRT for a SEL. The PARRT lessons were written more than ten years ago by CRCSD staff. The lessons have become outdated and all schools are not using them to the same level or using other materials to supplement the lessons.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Habitudes - for Social Emotional Learning 9-12 Instructional materials during the 2020-2021 School Year.



GROWING LEADERS

Ready for Real Life

Summary of Proposed Products and Services

WHAT YOU WILL GET

We are excited to offer you the following package. Your agreement with this proposal will give you access to the following content, other resources, and/or services.

Name	Price	QTY	Subtotal
HabitudesOnline Subscription - Jefferson High School Annual HabitudesOnline Digital Subscription to the following course (s): - Habitudes for SEL Course #1 Total number of facilitator logins: 150 Total number of students: 1,001-2,000 Price: \$3,500 Subscription Expiration Date: June 2021 *The Subscription permits the partner to utilize the Habitudes®Online resources within the organization. Any other use will require written permission from Growing Leaders.*	\$3,500.00	1	\$3,500.00
Poster Set 1 - SEL Course #1 Poster Set Retail Price = \$29.99 Your Price = Included with Package	\$0.00	1	\$0.00
Shipping 1243 20TH ST. SW CEDAR RAPIDS, IOWA 52404	\$10.00	1	\$10.00
Next Generation Facilitator Certification 1 ticket - Next Generation Facilitator Certification Retail = \$349 Your Price = Included with package	\$0.00	1	\$0.00

Subtotal \$3,510.00

Total \$3,510.00

Name	Price	QTY	Subtotal
<p>HabitudesOnline Subscription - Kennedy High School</p> <p>Annual HabitudesOnline Digital Subscription to the following course (s): - Habitudes for SEL Course #1</p> <p>Total number of facilitator logins: 150 Total number of students: 1,001-2,000 Price: \$3,500 Subscription Expiration Date: June 2021</p> <p>*The Subscription permits the partner to utilize the Habitudes®Online resources within the organization. Any other use will require written permission from Growing Leaders.*</p>	\$3,500.00	1	\$3,500.00
<p>Poster Set</p> <p>1 - SEL Course #1 Poster Set Retail Price = \$29.99 Your Price = Included with Package</p>	\$0.00	1	\$0.00
<p>Shipping</p> <p>4545 WENIG RD. NE CEDAR RAPIDS, IOWA 52402</p>	\$10.00	1	\$10.00
<p>Next Generation Facilitator Certification</p> <p>1 ticket - Next Generation Facilitator Certification Retail = \$349 Your Price = Included with package</p>	\$0.00	1	\$0.00

Subtotal **\$3,510.00**

Total \$3,510.00

Name	Price	QTY	Subtotal
<p>HabitudesOnline Subscription - Washington High School</p> <p>Annual HabitudesOnline Digital Subscription to the following course (s): - Habitudes for SEL Course #1</p> <p>Total number of facilitator logins: 150 Total number of students: 1,001-2,000 Price: \$3,500 Subscription Expiration Date: June 2021</p> <p>*The Subscription permits the partner to utilize the Habitudes@Online resources within the organization. Any other use will require written permission from Growing Leaders.*</p>	\$3,500.00	1	\$3,500.00
<p>Poster Set</p> <p>1 - SEL Course #1 Poster Set Retail Price = \$29.99 Your Price = Included with Package</p>	\$0.00	1	\$0.00
<p>Shipping</p> <p>2205 FOREST DRIVE SE CEDAR RAPIDS, IOWA 52403</p>	\$10.00	1	\$10.00
<p>Next Generation Facilitator Certification</p> <p>1 ticket - Next Generation Facilitator Certification Retail = \$349 Your Price = Included with package</p>	\$0.00	1	\$0.00

Subtotal **\$3,510.00**

Total \$3,510.00

Name	Price	QTY	Subtotal
HabitudesOnline Subscription - Metro High School Annual HabitudesOnline Digital Subscription to the following course (s): - Habitudes for SEL Course #1 Total number of facilitator logins: 50 Total number of students: 301-500 Price: \$1,750 Subscription Expiration Date: June 2021 *The Subscription permits the partner to utilize the Habitudes@Online resources within the organization. Any other use will require written permission from Growing Leaders.*	\$1,750.00	1	\$1,750.00
Poster Set 1 - SEL Course #1 Poster Set Retail Price = \$29.99 Your Price = Included with Package	\$0.00	1	\$0.00
Shipping 1212 7TH STREET SE CEDAR RAPIDS, IOWA 5240	\$10.00	1	\$10.00
Next Generation Facilitator Certification 1 ticket - Next Generation Facilitator Certification Retail = \$349 Your Price = Included with package	\$0.00	1	\$0.00

Subtotal **\$1,760.00**

Total \$1,760.00

Name	Price	QTY	Subtotal
90 Minute - Virtual Training 90 Minute - Virtual Training Retail = \$1,450 Your Price = Included with package	\$0.00	1	\$0.00

Subtotal **\$0.00**

Total \$0.00

GROWING LEADERS, INC. <i>Tyler Yaken</i> Contract Owner: _____ Contract Owner: <u>Growing Leaders Team Member</u> 05/29/2020 Date: _____	LICENSEE: <u>Laurel A. Day</u> Title: <u>Board Secretary</u> Signature: _____ Date: <u>July 13, 2020</u> .
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Essential Information

Please fill out the following information to complete this contract

Number of Students who will be impacted Habitudes: _____

Person who will lead Habitudes at your organization (Please fill this out, even if it is you):

Name: _____

Organization: _____

Title: _____

Email: _____

Phone: _____

Who should receive the invoice?

Name/Department: Accounts Payable Attn: Roseann Hyatt

Email: Accountspayable@crschools.us

Principal billing address:

2500 Edgewood Rd NW
Cedar Rapids, IA 52405

How you would prefer to pay:

Credit Card Check Purchase Order Wire Transfer

(If applicable):

PO#

Business address (Where do you want resources shipped?)

Same as Billing Different Address (fill out below)

CONSENT AGENDA

BA-21-033 Resolution – Inter-Fund Loans (David Nicholson)

Exhibit: BA-21-033/1

Action Item

Pertinent Fact(s):

The annual 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 Resolution for Inter-Fund Loans.

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 2020-21 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 13th day of July, 2020.

President, Board of Directors

Attest:

Board Secretary

CONSENT AGENDA

BA-21-034 Resolution - Bank Naming Depository (David Nicholson)

Exhibit: BA-21-034/1

Action Item

Pertinent Fact(s):

The Code of Iowa Chapter 12C requires that the Board annually approve the banks, savings associations, (formerly savings and loans) and credit unions and associated maximum balances in which the District funds including student activity accounts may be deposited.

Recommendation:

It is recommended that the Board of Education approve the Resolution Naming Depositories.

RESOLUTION NAMING DEPOSITORIES

RESOLVED, that the Board of Education of the Cedar Rapids Community School District in Linn County, Iowa, approves the following list of financial institutions to be depositories of the Cedar Rapids Community School District funds in conformance with all applicable provisions of Iowa Code Chapter 12C. The Treasurer is hereby authorized to deposit the Cedar Rapids Community School District funds in amounts not to exceed \$100 million in any one of each respective financial institution as set out below.

DEPOSITORY NAME	LOCATION OF HOME OFFICE
Bank of the West	San Francisco, CA
UMB Bank	West Des Moines, IA
BankIowa	Independence, IA
Cedar Rapids Bank & Trust	Cedar Rapids, IA
Chase	New York, NY
Collins Credit Union	Cedar Rapids, IA
Farmers State Bank	Marion, IA
Heritage Bank	Delhi, IA
Hiawatha Bank & Trust Company	Hiawatha, IA
Hills Bank & Trust Company	Hills, IA
HSBC	New York, NY
IASB Iowa Schools Joint Investment Trust	Naperville, IL
Linn Area Credit Union	Cedar Rapids, IA
Regions Bank	Bellevue, IL
US Bank, NA	Minneapolis, MN
Wells Fargo Bank Iowa. N. A.	Minneapolis, MN

CERTIFICATION. I hereby certify that the foregoing is a true and correct copy of a resolution of the Cedar Rapids Community School District adopted at a meeting of said public body, duly called and held the 13th day of July, 2020, a quorum being present, as said resolution remains of record in the minutes of said meeting, and it is now in full force and effect.

Dated this 13th day of July, 2020

Board Secretary
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
2500 Edgewood Road NW
Cedar Rapids, IA 52405

CONSENT AGENDA

BA-21-035 **Approval - Annual Renewal of Insurance Coverages Paid from Management Fund sources including: Property, Casualty, Liability, Workers Compensation and Equipment Breakdown Insurance - 2020-2021 Fiscal Year (David Nicholson)**

Exhibit: BA-21-035/1-27

Action Item

Pertinent Fact(s):

1. On July 1st of each year, the District renews all insurance coverages paid from Management Fund sources. Cassie Daley, the District's Insurance Representative with the Accel Group (formerly Millhiser-Smith Insurance Agency) 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

2. Cassie has prepared the annual insurance report that provides a summary of insurance coverages for FY 2021 as well as loss experience results and State-wide comparisons that you have come to expect over the years. Additionally, an exhibit that compares the current costs of all lines of insurance coverage with the quoted rates for renewal in the upcoming fiscal year ahead is also available.

Recommendation:

It is recommended that the Board of Education approve Annual Renewal of all Management Funded Insurance coverages and their respective Insurance providers for FY 2020-2021.



July 2, 2020

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

RE: Fiscal Year 2021 Insurance Renewal

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

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 was established in 1974 and is a fully insured program. The program's coverages are insured by EMC Insurance Companies, an Iowa-based insurance carrier. Having an Iowa-based carrier helps ensure the premium dollars paid by IASB members stay in Iowa and help support the local tax base. A large majority of Iowa Public School Districts, several of the Area Education Agencies and a few community colleges are all members of this plan.

Some of the benefits of being a member of the IASB Safety Group Insurance Plan include, but are not limited to:

- Premiums quoted are set for the fiscal year. There is no potential for additional assessments being due at a later date. (The only thing that would cause a change in premium would be specific coverage changes that come as requested directly from the District.)
- EMC Insurance Companies' profits from the program are capped. All profits over this threshold are returned to members in the form of a dividend. There have been over \$90 million in dividends returned to districts since program inception. All dividends are paid to members within 90 days of policy expiration.
- Unlimited in-person and online loss control services are included at no additional cost to the district. Some of the services that the Cedar Rapids Community School District has taken advantage of are indoor air quality & mold investigations, annual safety training presentations by department, "Rehab the Lab" chemistry lab inventory, complete building walk-throughs, and drone surveillance.
- Annual review and development of coverages by the Iowa Association of School Boards. Allowing the coverages in the program to be comprehensive and specific to school districts' needs and liabilities.

Typically, the Iowa Association of School Boards (IASB) and EMC Insurance Companies hold an annual meeting to get the IASB Safety Group members together and discuss what is happening in the insurance industry for the upcoming fiscal year. In the meeting, there would be presentations on how the insurance industry is doing as a whole, how EMC is performing, and trending & claim review for the Safety Group Program specifically. From the presentations, members glean information on what to expect for their insurance program going into the next fiscal year.

This year, just like every other meeting across the world, the 2020 Risk Management Workshop was impacted by the COVID-19 pandemic. In lieu of gathering together, all presentations were pre-recorded and sent out to members via Zoom. Based on these presentations, there are a few things I would like to point out to the members of the Cedar



Rapids Community School District Board of Education. You will notice the following trends in the insurance industry as well as the claim history of the IASB Safety Group program the last five years, will have an impact on pricing as you go through the enclosed annual insurance report for the Cedar Rapids Community School District:

INDUSTRY WIDE INSURANCE INFORMATION

- Property continues to be a challenging market for carriers and reinsurers. This is primarily due to changing weather patterns and natural disasters. Strong winds, hailstorms, wildfires and flooding have all had an impact due to their increase in severity and frequency.
- Liability rates are also increasing. The industry is experiencing impacts by “social Inflation” as there is a rise in legal advertising, expanded determination of liability and larger jury awards. There are also fewer carriers willing to provide high limits of coverage, which makes the Umbrella and Excess Liability markets tighten.
- Workers Compensation rates are starting to stabilize after several years of rate decreases.
- Cyber Liability market continues to evolve as carriers try to stay ahead of cyber security threats that are growing every day.

EMC INSURANCE COMPANIES

- EMC’s experience mirrors that of the insurance industry. Their 2019 Combined Ratio was 102.7%. (Combined Ratio is a guideline of profitability for an insurance company. It is calculated by taking total claim dollars combined with company expenses and divide by premium dollars earned for a certain time frame. The goal being to be at or just under 100% to earn a profit.)
- EMC Insurance Companies carries a financial rating of “A (Excellent)” from A.M. Best. This rating is assigned to companies that have an excellent ability to meeting their ongoing duties and obligations to policyholders.

IASB SAFETY GROUP INSURANCE PROGRAM

- Prior to 2017, the ten-year average annual claim total was \$24 million for the program, however since then claim frequency and severity has been increasing:
 - o Fiscal Year 2017 the annual claim total was \$42.8 million - this is the highest total ever!
 - o Fiscal Year 2018 saw claim totals of \$36.5 million
 - o Fiscal Year 2019 was \$41.8 million in total claims
 - o Fiscal Year 2020 was at \$28.4 million in claims (as of 6/9/2020)
- The claims have stemmed primarily from Property and Auto Liability losses:
 - o Fiscal Year 2017 there were 520 property claims totaling \$16,411,852 and 1,047 auto claims totaling \$6,280,660 within the program.
 - o Fiscal Year 2019 there were 442 property claims totaling \$14,502,175 and 1,216 auto claims totaling \$6,528,085 within the program.
- Fiscal Years 2016, 2017, 2019 and 2020 have not had great loss experience from a liability and Umbrella standpoint:
 - o Fiscal Year 2016 there were three claims that went above underlying limits and into Umbrella limits for a total of \$3,795,000 in claim payments. (Two claims on sexual misconduct and one claim from a child falling thru bleachers that were not up to code.)
 - o Fiscal Year 2017 saw \$1,250,000 in Umbrella claim payments due to a sexual misconduct claim.
 - o Fiscal Year 2019 and Fiscal Year 2020 had \$1 million and \$3 million in Umbrella claim totals respectively – both years had severe auto/bus accidents.



From this information, all IASB Safety Group members were given notice that they should expect to see premiums increase by 10-20% on some lines of coverage depending on their claim history and specific District exposures. To dive more specifically into the Cedar Rapids Community School District coverages and claim experience as compared to the IASB Safety Insurance Program:

PROPERTY

- This past year the Cedar Rapids Community School District suffered a hail loss to two of the Districts school buildings – Harding Middle School and Hiawatha Elementary. The last five years of Property loss information for the District are as follows:

Fiscal Year	Total Incurred	# Claims Paid	Additional Information
2020	\$338,000	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 & Burst - Harding Middle School
2016	\$15,411	2	Fire Destroyed Mobile Unit Abandon Stairway Collapse – Roosevelt Middle School

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.
- In the chart below you can see that the number of claims has greatly increased in the last four years. The total incurred claim amount and the amount retained by the Cedar Rapids Community School District has also jumped in the last couple years as well:



Fiscal Year	Total Incurred	Number of Claims	Retained by CRCSD
2020	\$36,000	3	\$0 3 Open Claims
2019	\$110,421	10	\$34,258 2 Open Claims
2018	\$15,000	8	\$46,389 1 Open Claims
2017	\$0	6	\$13,871 0 Open Claims
2016	\$0	1	\$6,972 0 Open Claims

- The last column on the above graph represents the deductible amounts paid by the Cedar Rapids Community School District each fiscal year for this line of coverage. The Cedar Rapids Community School District carries a \$25,000 retention per claim. The Accel Group closely monitors these (and all) claims and conducts a quarterly claims review with District staff. We want to make sure we stay on top of all claims and out-of-pocket expenses the District may be faced with. It is also important to note that no retentions are due until claims are closed on this coverage line.
- The IASB Safety Group has seen a very similar pattern in both number of claims and total incurred dollar amounts. (The numbers below represent the dollar figures paid out by EMC and would be less any retentions members may carry.) As a comparison, I have outlined the claim information for the entire IASB Safety Group for the same fiscal years as those noted above for the Cedar Rapids Community School District:

Fiscal Year	Total Incurred	Number of Claims	Loss Ratio
2020	\$2,445,238	119	106.2%
2019	\$1,579,166	144	70.4%
2018	\$2,946,098	179	136.4%
2017	\$970,789	139	48.5%
2016	\$795,836	125	44.0%



AUTO

- There are several factors that insurance companies are now factoring into rating an Auto Liability policy:
 - o More people on the road driving now than ever before
 - o Distracted driving is the leading cause of auto accidents
 - o The cost of auto repair and damages are on the rise

- All of these concerns, plus claim history, have caused EMC to take an increase in the Cedar Rapids Community School Districts Auto policy for Fiscal Year 2021. (In the annual report enclosed, the numbers are a little skewed as COVID-19 has caused us to remove Liability and Collision coverages on several District vehicles and buses while they are not being used.) As you can see from the claim history, Fiscal Year 2019, was the most severe:

Fiscal Year	Total Incurred	Number of Claims	Loss Ratio
2020	\$120,329	50	29.5%
2019	\$2,174,346	70	645.0%
2018	\$180,837	56	55.5%
2017	\$263,897	36	84.5%
2016	\$72,720	50	23.0%

- The IASB Safety Group Program five-year Auto claims history mirrors that of the Cedar Rapids Community School District. This is one coverage line that all members of the Program have seen an increase in premium on as EMC predicts this line of coverage to continue to see claims and higher claim totals paid out.

Fiscal Year	Total Incurred	Number of Claims	Loss Ratio
2020	\$4,459,431	856	58.4%
2019	\$6,543,358	1,217	87.6%
2018	\$3,963,587	1,127	57.3%
2017	\$6,002,361	1,047	90.6%
2016	\$3,362,973	1,209	51.6%

WORKERS COMPENSATION

- Last but not least, the other major player in the Cedar Rapids Community School District’s insurance program is the Workers Compensation. The District does not have their Workers Compensation coverage within the IASB Safety Group Program. This goes back several years now, 2005 in fact, to when the District moved to a large deductible program with EMC Insurance Companies. Then, in Fiscal Year 2017 we moved the Workers Compensation coverage to United Heartland. United Heartland’s Large Deductible Plan better suited the District’s needs by offering:



- Lower upfront premium
 - Lower loss conversion factor (1.10 was 1.14 with EMC. This is the factor each claim is multiplied by to account for the insurance company's expenses to handle claims.)
 - Medical & Pharmaceutical Bill Reviews were included in upfront premium & No additional charge for nurse case managers, claim causation investigations specialists or internal medical discussion from doctors
 - Dedicated claims team – with the lead representative located in Cedar Rapids
 - In house legal panel & medical experts
 - Investigative Services Unit
 - Committed loss control team
- The Workers Compensation policy is another line of coverage that gets a little extra attention each year. Being on the large deductible plan means that the Accel Group conducts a quarterly claim review with District staff. We also touch base with the Districts Human Resources team to make sure the relationship between the Cedar Rapids Community School District and United Heartland adjustors is operating smoothly and that there is open communication on every claim.
- Every year at renewal, the Accel Group also 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 benefit the Cedar Rapids Community School District. Some of the other program types we looked into this past year were:
- Guaranteed Cost Plan – we were not able to find a carrier willing to offer a quote for this coming year on this type of plan.
 - Retroactive Plan – based on a review of the last five years of Workers Compensation claims history this plan option was not the best financial option for the District
- There are two major factors that come into play on the Cedar Rapids Community School District's Workers Compensation coverage:
- Experience Modification Factor
Effective July 1, 2020 the District's Experience Modification is 0.56. This means that the District is experiencing claims less than the industry average and is taking advantage of a 44% 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, 2020 the District's Large Deductible Credit will be 0.536. 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 the best option for the Cedar Rapids Community School District for Fiscal Year 2021.

Fiscal Year	Total Incurred	Experience Modification	Large Deductible Credit
2020	\$1,204,250.82	0.77	0.536
2019	\$1,140,506.79	0.86	0.610
2018	\$948,347.94	1.15	0.691
2017	\$860,563.89	1.15	0.681
2016	\$976,064.32	1.30	0.655

There are a number of things the Accel Group would like to focus on moving into Fiscal Year 2021. One being how we can reduce the number of combative and slip and fall claims that are impacting the Cedar Rapids Community School District. Based on information we have received from EMC Insurance Companies, United Heartland and several other of our insurance carriers – this is a top focus in the education arena as these are the leading causes of Workers Compensation claims. The Accel Group will continue to take an active presence on the District’s Safety Committee, help with annual, quarterly and/or monthly safety trainings for each of the District’s departments, and continue to reach new and better methods of making safety a top priority. We look forward to getting in front of all District employees – even if it means conducting several Zoom meetings amidst the pandemic.

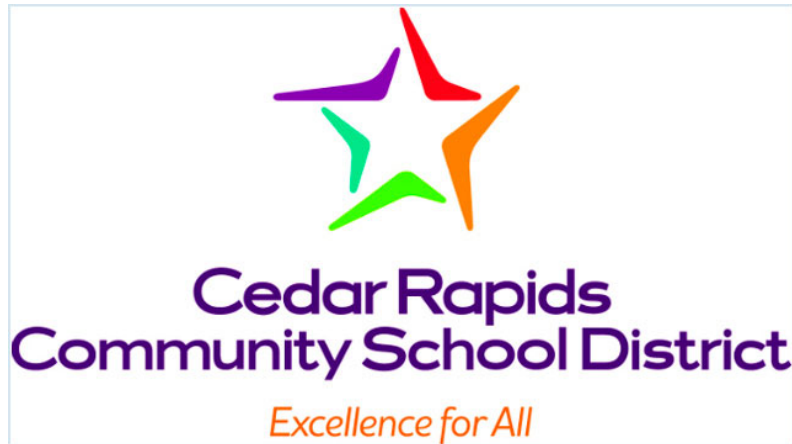
The Accel Group values our long-standing relationship with the Cedar Rapids Community School District, and we look forward to working together to make Fiscal Year 2021 the best year yet! Please find the following also enclosed for your review:

- o Fiscal Year 2021 Accel Insurance Summary
- o Premium Worksheet – Comparison of Cedar Rapids Community School District Fiscal Year 2020 & 2021 Insurance Premiums
- o Premium & Loss Ratio Comparison for Cedar Rapids Community School District vs IASB Safety Group (Fiscal Year 2019 & 2020)
- o Cedar Rapids Community School District Workers Compensation Experience Modification History
- o Cedar Rapids Community School District IASB Safety Group Dividend History
- o 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
Summary of Insurance
2020-2021**

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



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.



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 Rapids, Waverly and Cedar Falls, 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

- 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, the **ACCEL FOUNDATION** and the **ACCEL TRIATHLON** have given more than **\$204,000 TO LOCAL IOWA NONPROFITS AND FAMILIES**. The causes we support have one important commonality: they make a difference right here in Iowa.



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



Prem#	Bldg#	Subject of Insurance	Limit	Coin%	Ded.	Valuation
TOTAL BLANKET LIMIT – \$546,269,815 SUBJECT TO \$10,000 DEDUCTIBLE <i>Replacement Cost/Agreed Value – 90% Coinsurance – Special Cause of Loss</i> 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



General Liability

COVERAGE WRITTEN ON: OCCURRENCE FORM

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 – 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

Schools Violent Event Response Coverage – \$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)



Employee Benefits Liability

COVERAGE WRITTEN ON: CLAIMS MADE FORM

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



Linebacker Public Officials & Employment Practice

COVERAGE WRITTEN ON: CLAIMS MADE FORM

Coverage	Limits
Each Loss	\$2,000,000
Aggregate For Each Policy Term	\$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 & (2) LP Tanks
(12,000 Gallon Diesel, 2,000 Gallon Gasoline, (2) 1,000 Gallon Propane)

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 Are Incurred To Curtail/Prevent A 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 The Insurance Provided Applies; Occurs During The Policy Period & Company Grants Prior Written Consent To Undertake The Clean-Up



Inland Marine

ELECTRIC CARS: 100% COINSURANCE – \$1,000 DEDUCTIBLE

Description	Maximum Item Limit	Limit of Insurance
(3) Electric Cars	\$3,000 Each	\$9,000

BUILDERS RISK: STUDENT BUILT HOUSE – \$1,000 DEDUCTIBLE

Description	Limit of Insurance
Single Family Dwelling 2309 Nature Ridge Drive NW, Cedar Rapids IA	\$385,000



Electronic Data Processing

EQUIPMENT: 100% COINSURANCE – \$1,000 DEDUCTIBLE

(\$20,000 DEDUCTIBLE FOR MECHANICAL BREAKDOWN, ELECTRICAL & POWER SUPPLY DISTURBANCE)

Description	Limits
Equipment Limits – Including Hardware, Protection & Control Systems, Telecommunications Equipment & Reproduction Equipment	\$650,000
Software Limits – Including Data Records, Proprietary Programs, Programs & Applications, Media	\$500,000
Income Coverage – Extra Expense Only	\$500,000
Catastrophe Limit	\$1,650,000



Crime

Coverages	Limit	Deductible
Employee Theft	\$1,000,000	\$10,000
Forgery or Alteration	\$500,000	\$250
Inside the Premises – Theft of Money & 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 The Failure Of Any Employee To Faithfully Perform His/Her Duties As Prescribed By Law, When Such Failure Has As Its Direct & Immediate Result Is A 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
Employee Theft	\$1,000,000

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



Commercial Auto

Coverage	Symbol	Limit	Per
Bodily Injury & Property Damage	7, 8, 9	\$2,000,000	CSL Each Accident
Medical Payments	2, 8	\$2,000	Each Person
Uninsured Motorist	2	\$1,000,000	Each Accident
Underinsured Motorist	2	\$1,000,000	Each Accident
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	

GARAGEKEEPERS COVERAGE: KENNEDY & JEFFERSON HIGH SCHOOLS – EXCESS COVERAGE

Comprehensive	\$30,000 minus \$100 deductible for each covered auto for loss caused by Theft or Mischief or Vandalism \$500 maximum deductible for all such losses in any one event
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 – \$500 Property Damage Deductible For Liability In Any One Accident

Physical Damage Fleet Coverage – Physical Damage Coverage For Autos You Acquire During The Policy Period

Tort Liability Of Governmental Subdivision (Iowa)

Rental Vehicle Extensions:

Adds Employees Or Volunteers As Insureds While Using Rental Vehicle & Pays Expenses You Are Legally Obligated To Pay Because of Written Contract/Agreement Entered Into For Use of Rental Vehicle

\$2,500 For Loss Of Income Incurred By Lessor Of A Rental Vehicle Due To Damage To Or Loss Of That Vehicle

\$2,500 Decrease In Trade-In Value Of Rental Vehicle Because Of Actual Damage To That Vehicle

\$2,500 Administrative Expenses Incurred By Rental Agency

\$7,500 Maximum Total

Pollution Liability – Broadened Coverage

Replacement Cost Coverage On Buses (15 Years & Newer)



Workers Compensation

WORKERS COMPENSATION BENEFITS (A):

Statutory for these States: IA

EMPLOYERS LIABILITY (B):

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:

Bodily Injury By Accident \$250,000 Each Occurrence
 Bodily Injury By Disease \$250,000 Per Employee
 All Covered Bodily Injury \$2,000,000 Aggregate

Loss Conversion Factor – 1.10

Other States Coverage (Except Monopolistic States)

EXPERIENCE MODIFICATION HISTORY:

2020-2021	0.56
2019-2020	0.77
2018-2019	0.86
2017-2018	1.15
2016-2017	1.15

ESTIMATED PAYROLLS:

Classification	State	Code	Payrolls	Rate/\$100
School – Professional Employee	IA	8868	\$127,782,131	\$0.51
School – Other Employees	IA	9101	\$8,884,056	\$5.22
Drivers	IA	7380	\$4,408,568	\$5.15
Day Care	IA	8869	\$2,569,765	\$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

Coverages	Limit	Per
Limits Of Liability	\$15,000,000	Each Occurrence Limit (Liability Coverage)
	\$15,000,000	Personal & Advertising Injury Limit (Any One Person Or organization)
	\$15,000,000	Aggregate Limit (Liability Coverage)
Self-Insured Retention	\$10,000	

ENDORSEMENTS:

Umbrella Coverage Sits Over The Following Policies:

- General Liability (Including Follow Form Abuse & Molestation)
- Employee Benefit Liability
- Auto Liability
- Employers Liability
- Public Officials & Employment Practice Liability



Group Excess Liability

Coverages	Limit	Per
Limits Of Liability	\$15,000,000	Each Occurrence Limit
	\$30,000,000	Shared Aggregate



COVERAGE WRITTEN ON: CLAIMS MADE FORM

Coverages	Limit	Deductible
INSURING CLAUSE 1: CYBER & PRIVACY		
SECTION A: Cyber Liability	\$5,000,000	\$25,000
SECTION B: Privacy Liability	\$5,000,000	\$25,000
SECTION C: System Damage	\$5,000,000	\$25,000
SECTION D: System Business Interruption – Aggregate	\$5,000,000	\$25,000
System Business Interruption – Per Day Sublimit	\$1,000,000	\$25,000
SECTION E: Consequential Reputational Harm	\$5,000,000	\$25,000
Consequential Reputational Harm	\$1,000,000	\$25,000
SECTION F: Regulatory Actions & Investigations	\$5,000,000	\$25,000
INSURING CLAUSE 2: PRIVACY BREACH NOTIFICATION COSTS		
SECTION A: Your Notification Costs	\$5,000,000	\$25,000
SECTION B: 3 rd Party Notification Costs	\$5,000,000	\$25,000
INSURING CLAUSE 3: CYBER CRIME		
SECTION C: Cyber Threats & Extortion	\$5,000,000	\$25,000
INSURING CLAUSE 4: MULTIMEDIA LIABILITY & ADVERTISING INJURY		
Aggregate Limit of Liability – including Costs & Expenses	\$5,000,000	\$25,000
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	01/18/2020-2021 \$500,000 Building Limit \$500,000 Contents Limit \$1,250 Deductible
ELSC BUILDING – EXCESS FLOOD POLICY 2500 Edgewood Road NW, Cedar Rapids IA	01/18/2020-2021 \$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	04/28/2020-2021 \$200,000 Building Limit \$50,000 Contents Limit \$1,250 Deductible
WASHINGTON HIGH SCHOOL – NFIP FLOOD POLICY 2205 Forest Drive SE, Cedar Rapids IA	04/28/2020-2021 \$150,000 Building Limit \$50,000 Contents Limit \$1,250 Deductible
TAYLOR ELEMENTARY – NFIP FLOOD POLICY 720 7 th Street SW, Cedar Rapids IA	06/04/2020-2021 \$500,000 Building Limit \$500,000 Contents Limit \$5,000 Deductible
TAYLOR ELEMENTARY – EXCESS FLOOD POLICY 720 7 th Street SW, Cedar Rapids IA	08/11/2019-2020 \$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	07/19/2019-2020 \$500,000 Contents Limit \$1,000 Deductible



Additional Coverages

EQUIPMENT BREAKDOWN “BREAK-FIX” COVERAGE – WRITTEN WITH SU UNDERWRITERS

Coverages	Limit
Equipment Breakdown	Break-Fix Insurance
Transport By District For Scheduled Equipment	\$15.00 Flat Per Round Trip
For Any Repair/Service Work	Limited To Total Annual of \$19,027
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	\$52,502 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)

Coverages	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

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT RENEWAL PREMIUM WORKSHEET COMPARISON OF FISCAL YEAR 2020 & FISCAL YEAR 2021

Policy Type	Insurer	FY 2020	FY 2021	% Inc/ (Dec)	Loss Ratio		Notes
					FY 2020	5 YR	
Property	EMC Insurance Co	\$610,457.00	\$702,363.00	15.1%	55.4%	3.9%	Hail Damage Claim - Harding & Hiawatha Buildings
General Liability	EMC Insurance Co	\$164,160.00	\$184,648.00	12.5%	2.3%	16.9%	
Linebacker	EMC Insurance Co	\$89,476.00	\$99,880.00	11.6%	40.2%	8.5%	
Pollution	EMC Insurance Co	\$1,490.00	\$1,490.00	0.0%	0.0%	0.0%	
Inland Marine, EDP & Builders Risk	EMC Insurance Co	\$2,841.00	\$2,861.00	0.7%	0.0%	26.6%	
Crime	EMC Insurance Co	\$8,336.00	\$8,669.00	4.0%	0.0%	0.0%	
Auto & Garagekeepers Liability	EMC Insurance Co	\$407,955.00	\$334,976.00	-17.9%	29.5%	33.1%	Took Several Vehicles Down To Comprehensive Only Coverage Due To COVID-19 & District Not Using Them Estimated Expiring With All Coverages ~\$468,000 Estimated Renewal With All Coverages ~\$560,000 (20% Inc.)
Umbrella	EMC Insurance Co	\$189,274.00	\$195,770.00	3.4%	0.0%	24.0%	\$1M Loss In 2019
Group Excess	EMC Insurance Co	\$30,964.00	\$35,187.00	13.6%	0.0%	0.0%	

Workers Compensation	Insurer	FY 2020	FY 2021	% Inc/ (Dec)	Loss Ratio		Notes
					FY 2020	5 YR	
Work Comp	United Heartland	\$513,977.00	\$548,474.00	6.7%	227.7%	170.9%	*See Notes Below

Work Comp Renewal Notes:

Experience Mod	0.76	0.56	-26.3%
Large Deductible Credit	-0.5360	-0.3310	

Work Comp Rates

School - Prof Employees & Clerical	8868	\$0.48	\$0.51	6.3%
School - All Other Employees	9101	\$5.18	\$5.22	0.8%
Drivers	7380	\$5.01	\$5.15	2.8%
Child Day Care	8869	\$1.19	\$1.30	9.2%

Work Comp Payrolls

School - Prof Employees & Clerical	8868	\$129,588,495	\$127,782,131	-1.4%
School - All Other Employees	9101	\$10,821,045	\$8,884,056	-17.9%
Drivers	7380	\$3,630,626	\$4,408,568	21.4%
Child Day Care	8869	IF ANY	\$2,569,765	

\$144,040,166 \$143,644,520 -0.3% FY 2020 & 2021 Are Estimated Payroll Figures – They Have Not Been Audited

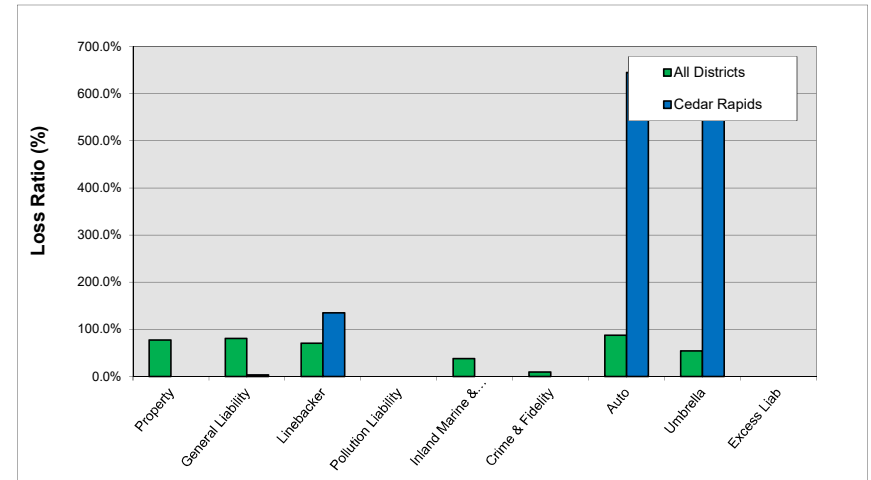
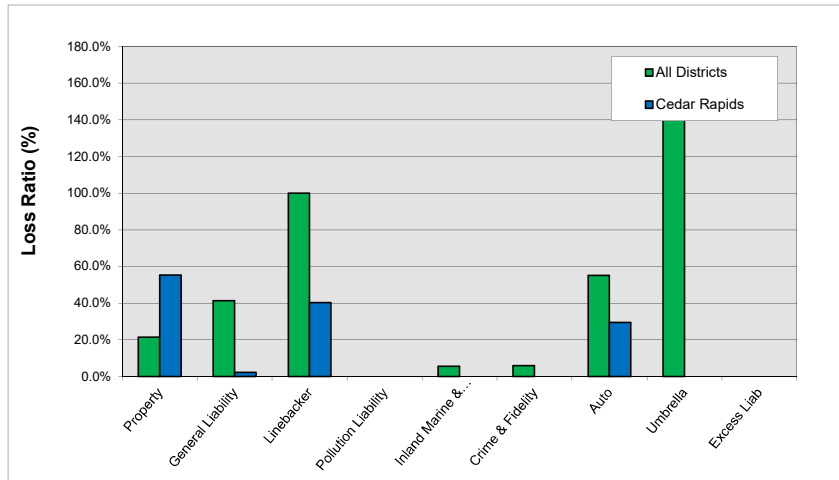
Other Policies	Insurer	FY 2020	FY 2021	Percent Inc/ (Dec)	Loss Ratio		Notes
					FY 2020	5 YR	
Excess Crime	Travelers Ins Co.	\$4,354.00	\$4,354.00	0.0%	0.0%	0.0%	
Cyber Liability	AXIS Surplus Ins. Co.	\$33,077.50	\$30,805.00	-6.9%	0.0%	0.0%	
Fine Arts	AXA Ins. Co.	\$14,692.00	\$14,692.00	0.0%	0.0%	0.0%	In-Transit Limit \$8.5M (Notify Co. To Increase If Needed)
Equipment Breakdown	SU Underwriters	\$1,050,038.00	\$766,528.00	-27.0%			
Junior Feeder Liability	United Fire	\$4,550.00	\$3,867.00	-15.0%	0.0%	0.0%	

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

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	\$ 19,119,884	\$ 4,093,928	21.4%	\$ 610,457	\$ 338,000	55.4%
General Liability	\$ 3,267,207	\$ 1,353,368	41.4%	\$ 164,160	\$ 3,734	2.3%
Linebacker	\$ 2,443,082	\$ 2,445,238	100.1%	\$ 89,476	\$ 36,000	40.2%
Pollution Liability	\$ 219,385	\$ -	0.0%	\$ 1,490	\$ -	0.0%
Inland Marine & Builders Risk	\$ 521,394	\$ 28,982	5.6%	\$ 2,841	\$ -	0.0%
Crime & Fidelity	\$ 450,806	\$ 26,495	5.9%	\$ 8,336	\$ -	0.0%
Auto	\$ 8,080,675	\$ 4,459,431	55.2%	\$ 407,955	\$ 120,329	29.5%
Umbrella	\$ 1,959,273	\$ 3,000,000	153.1%	\$ 189,274	\$ -	0.0%
Excess Liab	\$ 857,584	\$ -	0.0%	\$ 30,964	\$ -	0.0%
TOTAL	\$ 36,919,290	\$ 15,407,442	41.7%	\$ 1,504,953	\$ 498,063	33.1%
Cyber/Data Compromise	\$ 45,184	\$ 152,990	338.6%	CRCSO Cyber Not Part Of IASB Program		
Workers Compensation	\$ 17,042,432	\$ 12,787,893	75.0%	CRCSO WC Not Part Of IASB Program		

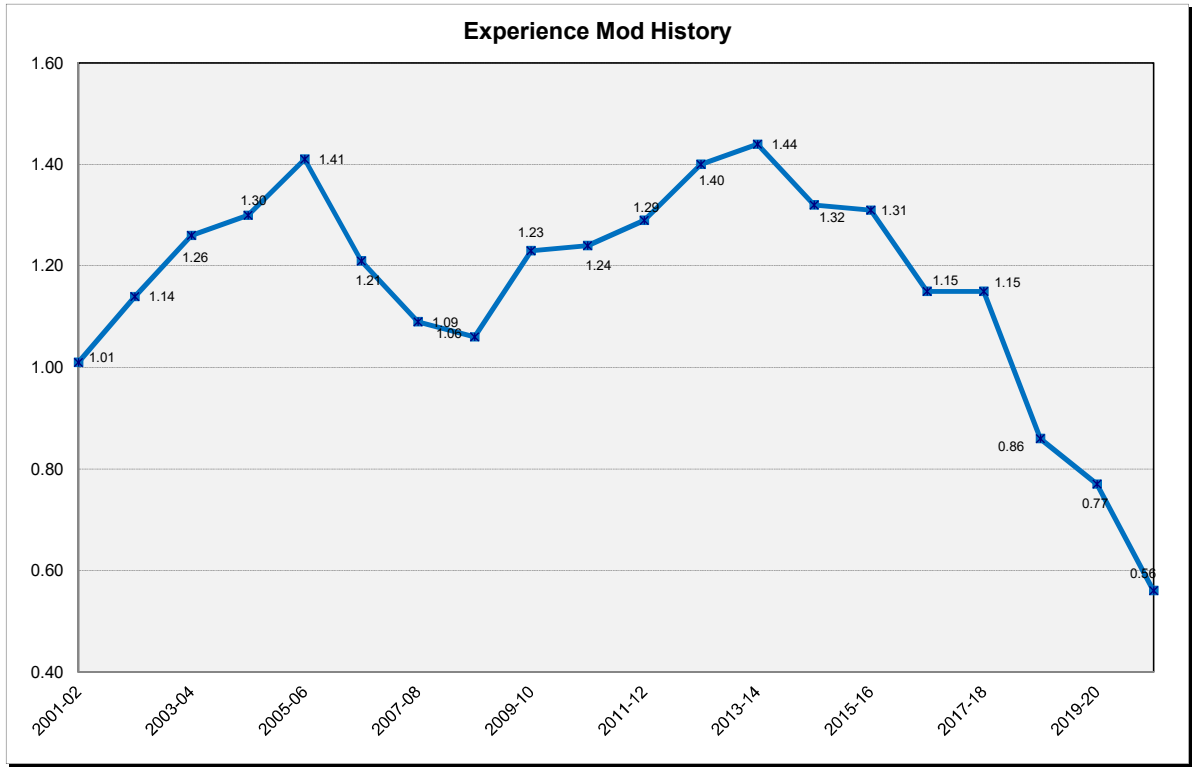
**COMPARISON OF PREMIUMS & LOSS RATIOS
IASB GROUP VS CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT**

FISCAL YEAR 2019 (7/1/2018-2019)						
	ALL IASB DISTRICTS			CEDAR RAPIDS CSD		
	Written Premium	Total Losses	Loss Ratio	Written Premium	Total Losses	Loss Ratio
Property	\$ 17,282,415	\$ 13,425,474	77.7%	\$ 586,389	\$ -	0.0%
General Liability	\$ 2,952,182	\$ 2,375,568	80.5%	\$ 141,677	\$ 4,682	3.3%
Linebacker	\$ 2,241,910	\$ 1,579,166	70.4%	\$ 81,639	\$ 110,421	135.3%
Pollution Liability	\$ 221,915	\$ -	0.0%	\$ 1,490	\$ -	0.0%
Inland Marine & Builders Risk	\$ 466,735	\$ 177,671	38.1%	\$ 2,055	\$ -	0.0%
Crime & Fidelity	\$ 493,612	\$ 47,271	9.6%	\$ 8,161	\$ -	0.0%
Auto	\$ 7,466,278	\$ 6,543,358	87.6%	\$ 337,116	\$ 2,174,346	645.0%
Umbrella	\$ 1,839,843	\$ 1,000,000	54.4%	\$ 178,103	\$ 1,000,000	561.5%
Excess Liab	\$ 830,445	\$ -	0.0%	\$ 29,964	\$ -	0.0%
TOTAL	\$ 33,795,335	\$ 25,148,508	74.4%	\$ 1,366,594	\$ 3,289,449	240.7%
Cyber/Data Compromise	\$ 51,883	\$ -	0.0%	CRCSO Cyber Not Part Of IASB Program		
Workers Compensation	\$ 19,815,815	\$ 15,125,635	76.3%	CRCSO WC Not Part Of IASB Program		



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

Policy Year	Experience Mod
2001-02	1.01
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



CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT IASB SAFETY DIVIDEND HISTORY

IASB Total Dividend Payable	
Policy Year	Amount
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 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	7/19/2019-2020	06/04/2020-2021	1/18/2020-2021	04/28/2020-2021	04/28/2020-2021
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	\$1,318.00	\$7,008.00	\$1,562.00	\$1,708.00	\$1,499.00

EXCESS FLOOD COVERAGE (EXCESS OF NFIP)					
Policy Dates		8/11/2019-2020	1/18/2020-2021		
Building		\$2,180,226	\$6,448,973		
Contents		\$745,130	\$5,160,074		
ANNUAL PREMIUM		\$40,400.00	\$16,671.06		

TOTAL FLOOD LIMITS & PREMIUMS					
NFIP Plus Excess Limits	\$500,000	\$3,925,356	\$12,609,047	\$250,000	\$200,000
PREMIUM PER BUILDING	\$1,318.00	\$47,408.00	\$18,233.06	\$1,708.00	\$1,499.00

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-21-036 Approval - District Audit Committee Membership 2020-2021 School Year
(David Nicholson)**

Exhibit: BA- 21-036/1

Action Item

Pertinent Fact(s):

1. Board appointed committees are required to submit their membership for Board approval.
2. The Audit Committee provides the Cedar Rapids Community School District and Board of Education with the practical means of providing independent review and oversight of the District's financial reporting processes, internal controls, and independent auditors.

Recommendation:

It is recommended that the Board of Education approve the District's Audit Committee Membership for the 2020-2021 School Year.

Audit Committee Membership July 1, 2020 - June 30, 2021			
Name	Employer	Occupation	Term
Janet Henry	CRST	Controller	FY2021-2023
Chad Meyers	TransAmerica Owner-Principal of Gordon Epping, LLC	Vice President, Head of Internal Audit	FY2021-2023
Gordon Epping	Cedar Rapids Bank and Trust	Practicing CPA	FY2021-2023
John Hammar	State of Iowa	Controller	FY 2020-2022
Wendy Lynn	Junior Achievement of Eastern Iowa	Controller	FY 2020-2022
Whitney Schreder			
Scott Arensdorf <i>Committee Chairperson Pro Tem</i>	CBE Companies	Vice President of Finance and Administration	FY2019-2021
Maureen Oviatt <i>Committee Chairperson</i>	Retired	Community Liaison	FY2019-2021
Drew Yoder	Four Oaks	Controller	FY2019-2021
Independent Auditing Firm Representatives (non-voting)			
Chris Koerperich	RSM US LLP	Partner	Ongoing - Support
Jordan Valle	RSM US LLP	Manager	Ongoing - Support
Cedar Rapids School District Representatives (non-voting)			
Dave Nicholson	Executive Director - Business Services		Committee Liaison
Sherry Luskey	Accounting Department Manager		Committee Liaison
Sarah Brown	Budget Coordinator		Committee Liaison

CONSENT AGENDA

**BA-21-037 Approval – Restroom Upgrades Project-McKinley, Roosevelt, and Taft Middle Schools
-Change Order Number One (Chris Gates)**

Exhibit: BA-21-037/1

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for the project with a contract amount of \$510,900.00 and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL).
2. Garling Construction is requesting a change order in the amount of \$5,799.55, for a new contract amount of \$516,699.55.
 - COR #1 results from an unforeseen condition requiring additional support angle.
 - COR #2 results from an unforeseen condition requiring additional cement board.
 - COR #3 results from an owner’s request to relocate lockers.
 - COR #4 results from an unforeseen condition requiring the correction of an out-of-plane wall.

Recommendation:

It is recommended that the Board of Education approve Change Order Number One to Garling Construction for the Restroom Upgrades Project at McKinley, Taft Middle Schools.

CONSENT AGENDA

BA-21-038 Approval – ADA Elevator Project-Kennedy High School - Change Order Number One (Chris Gates)

Exhibit: BA-21-038/1

Action Item

Pertinent Fact(s):

1. Kleiman Construction is the contractor for this project with a contract amount of \$434,360.00 and the source of funding is the Secure an Advanced Vision for Education Fund (SAVE).
2. Kleiman Construction is requesting a change order in the amount of \$8,205.98, for a new contract amount of \$442,565.98.
 - COR #001 results from an owner’s request to change from 2x4 to 2x2 ceiling tile.
 - COR #002 results from errors and omissions on the plans and specs resulting in the cost for additional utilities in the elevator control room.
 - COR #003 results from errors and omissions on the plans and specs resulting in the cost to reroute mechanical piping.
 - COR #004 results from unforeseen conditions resulting in the demo of unknown conduits.

Recommendation:

It is recommended that the Board of Education approve Change Order Number One to Kleiman Construction for the ADA Elevator Project at Kennedy High School.

AIA[®] Document G701™ – 2017

Change Order

PROJECT: (Name and address)
CRCSD 2020-21 ADA Elevator Kennedy
High School
Cedar Rapids

CONTRACT INFORMATION:
Contract For: General Construction

Date: March 10, 2020

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: July 7, 2020

OWNER: (Name and address)
Cedar Rapids Community School District
Educational Leadership Support
Center
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

ARCHITECT: (Name and address)
Solum Lang Architects, LLC
1101 Old Marion Road NE
Cedar Rapids, Iowa 52402

CONTRACTOR: (Name and address)
Kleiman Construction
6205 Locust Street SW
Cedar Rapids, Iowa 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.)

Per COR #001 (Attached)
2x2 ACT - ADD \$218.00

Per COR #002R (Attached)
Additional Elevator Utilities - ADD \$3,123.00

Per COR #003R (Attached)
Mechanical ReRouting - ADD \$4,653.98

Per COR #004
Conduit Demo - ADD \$211.00

The original Contract Sum was	\$	434,360.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	434,360.00
The Contract Sum will be increased by this Change Order in the amount of	\$	8,205.98
The new Contract Sum including this Change Order will be	\$	442,565.98

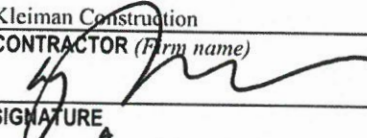
The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be August 7, 2020

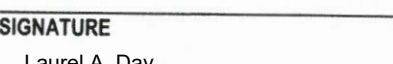
NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed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

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

Solum Lang Architects, LLC
ARCHITECT (Firm name)

SIGNATURE
Darci Lorensen, Architect
PRINTED NAME AND TITLE
July 7, 2020
DATE

Kleiman Construction
CONTRACTOR (Firm name)

SIGNATURE
Mike Glavin **GLAVIN - CEO**
PRINTED NAME AND TITLE
7.7.2020
DATE

Cedar Rapids Community School District
OWNER (Firm name)

SIGNATURE
Laurel A. Day
PRINTED NAME AND TITLE
July 13, 2020
DATE

CONSENT AGENDA

BA-21-039 Meal Price Increase for the 2020-2021 School Year (Suzy Ketelsen)

Exhibit: BA-21-039/1

Information Item

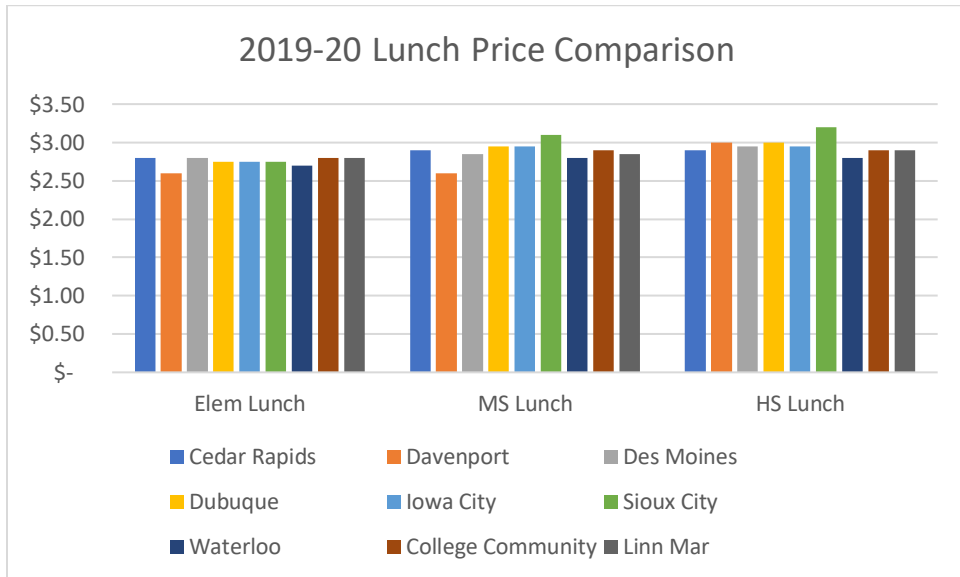
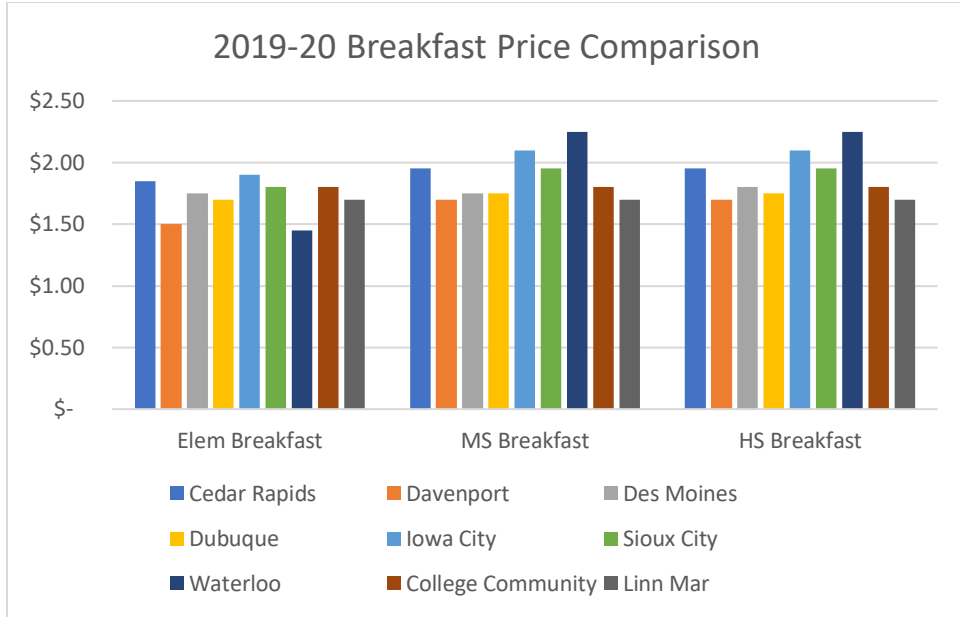
Pertinent Fact(s):

1. The Department of Food and Nutrition finds it necessary to increase breakfast and lunch prices to comply with guidelines of the Healthy, Hunger-Free Kids Act of 2010 (HHFKA).

The increase is as follows:

	Current Price	Proposed Price	Increase
Breakfast			
Elementary	\$ 1.85	\$ 1.95	\$ 0.10
Secondary	\$ 1.95	\$ 2.05	\$ 0.10
Reduced	\$ 0.30	\$ 0.30	\$ -
Lunch			
Elementary	\$ 2.80	\$ 2.90	\$ 0.10
Secondary	\$ 2.90	\$ 3.00	\$ 0.10
Reduced	\$ 0.40	\$ 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.
 - a. Districts do **not** have to meet the paid lunch price requirement immediately. The regulations allow for a **gradual** increase in paid lunch prices.
3. The Healthy, Hunger-Free Kids Act of 2010 also outlines Dietary Guidelines that must be followed.
 - a. These guidelines specify that schools now must serve low-fat or fat-free milk, whole grains, 1 cup of fruits or vegetables per day and a greater mix of vegetables, including weekly requirements for vegetables that are dark green, red or orange and starchy, and beans or peas. They also outline daily minimum amounts and weekly ranges for grains and meats. In 7/1/2014, Districts were required to serve an additional ½ cup serving of fruit at breakfast.
 - b. The District is compliant with the USDA meal pattern guidelines and has realized an increase in food costs. Participating and managing the large food buying group, EIPG (Eastern Iowa Food Group) leverages buying power for better pricing, offsetting some of the increase.
4. Financial impact for a family: If a student participates in the breakfast and lunch program every day, the increase will amount to approximately \$2 monthly or \$18 annually.



CONSENT AGENDA

BA-21-040 Agreement –Cedar Rapids Community School District and Community Partnerships-2020-2021 School Year (Adam Zimmermann)

Exhibit: BA-21-040/1-58

Action Item

Pertinent Fact(s):

1. The Community Partnership Review Team has created a systematic process to fund and evaluate strategic partnership opportunities. While we have many valued community partners in CRCSD, this community partnership process is designed to select partners who the district will support financially. Proposals are reviewed by the Community Partner Review Team and scored on a common rubric. For organizations that have previously worked in CRCSD, the team also uses individual student-level outcome data and feedback from school leaders and building-staff in the decision-making process.
2. In May 2020, CRCSD solicited proposals from local community partners to meet two specific needs during the 2020-2021 School Year:
 - a. To provide school-based mental health therapy and substance abuse assessment, intervention and treatment for SY2020-2021.
 - b. To improve academic, social, emotional & behavioral opportunities & outcomes for our traditionally underserved student populations (black, multiracial, SPED, ELL, F/R).
3. In response to the school-based mental health therapy and substance abuse assessment, intervention and treatment RFP, seven organizations submitted proposals. Three organizations were funded, including
 - a. Tanager Place has been selected to provide mental health therapy and substance abuse assessment, intervention and treatment services in 30 buildings.
 - b. At Johnson STEAM Academy, CRCSD will continue to support the long-standing partnership for both mental health and equity program services through Jane Boyd Community House.
 - c. Foundation 2 will provide crisis support, case management, follow up and assistance with student re-entry following a mental health crisis.
4. In response to the equity support RFP, nine organizations submitted proposals. The top five scoring proposals were awarded funding, including (listed alphabetically):
 - a. Beyond the Bell (BTB) - New to CRCSD in SY2020-2021, BTB programming is designed to create a safe space for minority students and help foster a school environment where minority students feel welcomed and wanted through small group social skill instruction.
 - b. Jane Boyd - Jane Boyd programming is designed to build students' social skills and connect students and families with resources for physical, social-emotional, and mental health needs through individual and small group instruction for students.
 - c. Kids First Law - Kids First Law is designed to facilitate a restorative approach to school discipline by modeling and building capacity in practices such as proactive classroom circles, responsive circles, re-entry circles, and staff mentoring on conflict resolution.

- d. Leaders, Believers and Achievers (LBA) - LBA is designed to build students' social, emotional, academic and life skills through mentorship and small group instruction.
- e. The Academy for Scholastic and Personal Success - The Academy is designed to enhance academic success and social/emotional skills for high school aged students of color through mentor relationships and summer programming. In addition, the Academy will direct programming and facilitate professional learning for the African American Awareness Program (AAAP) in each of our middle schools.

Recommendation:

It is recommended that the Board of Education approve the Agreements between Cedar Rapids Community School District and identified Community Partner Organizations for the 2020-2021 School Year.

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

THIS AGREEMENT is made and entered into on the **13th** day of **July 2020**, by and between the Cedar Rapids Community School District (the “District”) and **THE ACADEMY FOR SCHOLASTIC AND PERSONAL SUCCESS (THE ACADEMY)**. The parties agree as follows:

1. PURPOSE

The purpose of this agreement 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.

2. TERM

The term of this Agreement shall be from **August 1, 2020** to **June 30, 2021**. 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

THE ACADEMY agrees to the following:

- A. Provide services at **Jefferson High School, Kennedy High School, Metro High School, Washington High School, Franklin Middle School, Harding Middle School, McKinley STEAM Academy, Roosevelt Creative Corridor Business Academy (RCCBA), Taft Middle School, and Wilson Middle School** per Appendix A, Scope of Services. Prior written approval of a District Administrator is required to provide services in buildings other than those identified in the Agreement.
- 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) as found in Appendix B, Outcome Measures.
- C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
- D. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.

- E. **THE ACADEMY** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **THE ACADEMY**. The employees of the **THE ACADEMY** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- F. **THE ACADEMY** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **THE ACADEMY** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- G. **THE ACADEMY** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- H. Submit outcomes reports detailing progress of students served to date on December 30th and May 28th.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **THE ACADEMY** staff to identify and refer appropriate students to programming and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Post Facilitator job description and manage short term contracts, including payment, for African American Awareness Program (AAP) facilitators.
- C. Execute a Data Sharing Agreement (if applicable)
- D. Collect, analyze and aggregate program data with CRCSO data to demonstrate partnership effectiveness.
- E. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.
- F. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate organization administrator in a timely manner to facilitate collaborative resolution of barriers.

- G. Disperse funding in the total amount of **\$25,000** for High School Academy Programming and **\$10,000** for Middle School AAAP Programming as follows: \$8,750 upon execution of this agreement, \$13,125 in January and \$13,125 in June upon receipt of an outcomes report and invoice for approved services.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **THE ACADEMY** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general 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 **THE ACADEMY** 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. **THE ACADEMY** 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, **THE ACADEMY** 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 Executive Director of Middle Level Education and Community Partnerships shall be designated as the administrator of the Agreement.

B. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **THE ACADEMY** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **THE ACADEMY** may involve the presence of **THE ACADEMY** 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. **THE ACADEMY** 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. **THE ACADEMY** hereby certifies that no one who is an owner, operator or manager of **THE ACADEMY** has been convicted of a sex offense against a minor. **THE ACADEMY** 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. 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. **THE ACADEMY** 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 does not occur per Cedar Rapids Community School District Board of Education 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 including reasonable attorneys' fees and costs 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>Adam Zimmermann</u> Executive Director of Middle Level Learning and Community Partnerships Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4261 azimmermann@crschools.us</p>	<p><u>Dr. Ruth White</u> 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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Cedar Rapids Community School District

The Academy for Scholastic and Personal Success

By: _____
Board Secretary

By: _____
Executive Director

Date: July 13, 2020

Date: _____

APPENDIX A SCOPE OF SERVICES

- Engage a minimum of 25 high school students of color from CRCSD in the Academy summer programming.
- Provide Academy participants with services that improve academic performance, a stronger and more positive sense of self, confidence to achieve, and knowledge of their cultural history to cultivate Future-Ready Learners.
- Engage a minimum of 25 middle school students of color from each of 6 middle schools (150 total students) by offering onsite individual and group AAAP programming.
- Recruit and train selected CRCSD staff to serve as AAAP Facilitators (up to 2 per building, 12 total).
- Work with building leadership to develop a system of recruitment/referral for student participation in the AAAP program.
- Provide program oversight/coordination including resolution of challenges/barriers to facilitation and student participation.
- Engage parents of participating students in at least two AAAP meetings per school year.
- Offer regular group and individual programming that allows students to develop leadership skills, study skills and higher level thinking skills, increases student awareness of African American culture, and increases participant involvement in advanced courses and co-curricular activities.
- Provide referrals and support to students in need of additional services provided by the district or community partners.

APPENDIX B OUTCOME MEASURES

The following output/outcome measures will be reported to the district on December 30th (August 1st – December 15th services) and May 28th (December 1st – May 15th services) for both the Academy and AAAP programming:

- Names of students referred
- Names of students enrolled/served
- Number of individual and group contact hours
- Number of parents attending parent meetings
- Data demonstrating participant improvement in the following:
 - leadership skills
 - study skills
 - higher level thinking skills
 - awareness of African American culture
 - involvement in advanced courses/co-curricular activities
 - other academic skills

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

THIS AGREEMENT is made and entered into on the **13th** day of **July 2020**, by and between the Cedar Rapids Community School District (the “District”) and **BEYOND THE BELL (BTB)**. The parties agree as follows:

1. PURPOSE

The purpose of this agreement is to provide leadership training, skill development, and other programming to at-risk students of color through the coordination of resources and other joint and cooperative action between the District and **BTB** that will enhance student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2020** to **June 30, 2021**. 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

BTB agrees to the following:

- A. Provide services at **McKinley Middle School and Metro High School** per Appendix A, Scope of Services.**

Prior written approval of a District Administrator is required to provide services in buildings other than those identified in the Agreement.

- 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) as found in Appendix B, Outcome Measures.**
- C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.**
- D. Provide any and all clean up as necessary to return the District facilities into the same condition that existed prior to use.**
- E. Promptly reimburse the District for any damages or destruction to building and property resulting from use by BTB programming.**

- F. Reimburse the District for any costs as identified by the District, for services beyond those identified as standard services within this Agreement.
- G. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.
- H. **BTB** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **BTB**. The employees of the **BTB** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- I. **BTB** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **BTB** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- J. **BTB** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- K. Submit outcomes reports detailing progress of students served to date on December 30th and May 28th.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **BTB** 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.
- B. Execute a Data Sharing Agreement (if applicable)
- C. Collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- D. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.
- E. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate organization administrator in a timely manner to facilitate collaborative resolution of barriers.

- F. Disperse funding in the total amount of **\$18,200** as follows: \$4,550 upon execution of this agreement, \$6,825 in January and \$6,825 in June upon receipt of an outcomes report and invoice for approved services.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **BTB** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general 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 **BTB** 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. **BTB** 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, **BTB** 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 Executive Director of Middle Level Education and Community Partnerships shall be designated as the administrator of the Agreement.
- B. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **BTB** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **BTB** may involve the presence of the **BTB** 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. **BTB** 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. **BTB** hereby certifies that no one who is an owner, operator or manager of **BTB** has been convicted of a sex offense against a minor. **BTB** 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. 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. **BTB** 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 does not occur per Cedar Rapids Community School District Board of Education 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 including reasonable attorneys' fees and costs 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:

Adam Zimmermann

Executive Director of Middle Level Learning
and Community Partnerships
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
(319) 558-4261
azimmermann@crschools.us

Daniel Pledge-Johnson, MSW

Beyond the Bell
1143 Longfellow Ave.
Waterloo, Iowa 50703
(319) 529-1543
dpledgej@gmail.com

Cedar Rapids Community School District

By: _____
Board Secretary

Date: July 13, 2020

Beyond the Bell

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- BTB will provide weekly student support including:
 - one large group meetings a month (all coeds across different grades 6th-12th grades and designated schools);
 - two leadership cohorts per week (BTB staff facilitated 1:1 boys/1:1 girls groups)
- BTB will work with a minimum of 10 students of color at each building (20 total) who are disproportionately at-risk and are prone to gaps in services, low proficiency in testing and low graduation rates, who face daily challenges and stressors.
- BTB and Social Services will provide student support services to create a safe space for minority students attending McKinley Steam Academy and Metro High School. Beyond the Bell program and staff will help to foster a school environment where minority students feel welcomed and wanted.
- Programming will teach students how engage appropriately in their academic work and feel comfortable asking for help when they need it from their teachers. Participants will be supported in understanding behavior expectations, redirection and holding themselves and their peers accountable through social and communication skills necessary to speak appropriately with staff members when things are not going well. Specific programming includes:
 - Leadership and Self Resilience Training
 - Gang and De-Escalation Training
 - Behavioral Health and Redirection Assistance
 - Self-esteem and Behavior Health Training
 - Mentoring and Volunteering Opportunities
 - Collaborative Problem Solving
 - Job Readiness and Apprenticeship Programs
 - Financial Literacy
- BTB will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following output/outcome measures will be reported to the district on December 30th (August 1st – December 15th services) and May 28th (December 1st – May 15th services) for BTB programming:

- Names of students referred
- Names of students enrolled/served
- Number of individual and group contact hours
- Data demonstrating improvement in student academics, behavior, and wellness including:
 - Pre/post score on the Strengths and Difficulties Questionnaire
 - Involvement in the juvenile justice system
 - School suspensions and office referrals
 - School attendance and academic achievement

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND FOUNDATION 2
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **13th** day of **July 2020**, by and between the Cedar Rapids Community School District (the “District”) and **FOUNDATION 2**. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide student mental health crisis support through the coordination of resources and other joint and cooperative action between the District and **FOUNDATION 2** for the enhancement of student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2020** to **June 30, 2021**. 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

FOUNDATION 2 agrees to the following:

- A. Provide services at **all district buildings** per Appendix A, Scope of Services.
- 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) as found in Appendix B, Outcome Measures.
- C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
- D. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.
- E. **FOUNDATION 2** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **FOUNDATION 2**. The employees of the **FOUNDATION 2** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.

- F. **FOUNDATION 2** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **FOUNDATION 2** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- G. **FOUNDATION 2** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- H. Submit outcomes reports detailing progress of students served to date on December 30th and May 28th.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **FOUNDATION 2** 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.
- B. Execute a Data Sharing Agreement (if applicable)
- A. Collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- C. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.
- D. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate organization administrator in a timely manner to facilitate collaborative resolution of barriers.
- B. Disperse funding in the total amount of **\$48,000** as follows: \$12,000 upon execution of this agreement, \$18,000 in January and \$18,000 in June upon receipt of an outcomes report and invoice for approved services.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **FOUNDATION 2** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general 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

4. 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

5. 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.

6. Professional Liability:

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

B. The District will indemnify and hold harmless **FOUNDATION 2** 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. **FOUNDATION 2** 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, **FOUNDATION 2** 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 Executive Director of Middle Level Education and Community Partnerships shall be designated as the administrator of the Agreement.

B. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

A. **FOUNDATION 2** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by

FOUNDATION 2 may involve the presence of the **FOUNDATION 2** 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. **FOUNDATION 2** 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. **FOUNDATION 2** hereby certifies that no one who is an owner, operator or manager of **FOUNDATION 2** has been convicted of a sex offense against a minor. **FOUNDATION 2** 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. 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. **FOUNDATION 2** 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 does not occur per Cedar Rapids Community School District Board of Education 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 including reasonable attorneys’ fees and costs 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>Adam Zimmermann</u> Executive Director of Middle Level Learning and Community Partnerships Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4261 azimmermann@crschools.us</p>	<p><u>Emily Blomme</u> Chief Executive Officer Foundation 2 1714 Johnson Ave NW Cedar Rapids, IA 5240 (319) 362-1170 eblomme@foundation2.org</p>
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Cedar Rapids Community School District

Foundation 2

By: _____
Board Secretary

By: _____
Chief Executive Officer

Date: July 13, 2020 _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- Provide onsite crisis services, student/staff support, referrals, follow up, case management and consultation to serve students at-risk of harming self or others
- Assist staff in developing safety plans and implementing environmental changes to support students experiencing trauma or mental health crisis, specifically upon re-entry following a mental health crisis
- Any mental health treatment services provided to students or their families will be billed directly to the appropriate funder.

APPENDIX B OUTCOME MEASURES

The following output/outcome measures will be reported to the district on December 30th (August 1st – December 15th services) and May 28th (December 1st – May 15th services) for Foundation 2 Services:

- Names of students referred
- Names of students served
 - Crisis intervention
 - Case Management/Follow Up
 - Safety Planning/Re-entry
- Number of individual and group contact hours
- Data demonstrating participant improvement in the following:
 - Attendance
 - Management of symptoms of mental illness in the school setting

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

THIS AGREEMENT is made and entered into on the **13th day of July 2020** by and between the Cedar Rapids Community School District (the “District”) and **JANE BOYD COMMUNITY HOUSE (JANE BOYD)**. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide onsite community-based support to increase student engagement and connectedness with school and decrease student involvement in violence through the coordination of resources and other joint and cooperative action between the District and **JANE BOYD**.

2. TERM

The term of this Agreement shall be from **August 1, 2020** to **June 30, 2021**. 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

JANE BOYD agrees to the following:

- A. Provide services at **Johnson STEAM Academy** as indicated in Appendix A, Scope of Services. Prior written approval of a district Administrator is required to provide onsite services in buildings other than those identified in the Agreement.
- B. Provide any and all clean up as necessary to return the District facilities into the same condition that existed prior to use.
- C. Promptly reimburse the District for any damages or destruction to building and property resulting from use by **JANE BOYD** at Johnson STEAM Academy.
- D. Reimburse the District for any costs as identified by the District, for services at Johnson STEAM Academy beyond those identified as standard services within this Agreement.
- 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) as found in Appendix B.
- F. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.

- G. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.
- H. **JANE BOYD** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **JANE BOYD**. The employees of **JANE BOYD** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- I. **JANE BOYD** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **JANE BOYD** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- J. Submit outcomes reports detailing progress of students served to date on December 30th and May 28th.

The DISTRICT agrees to the following:

- A. Ensure collaboration with **JANE BOYD** staff to identify and provide access to interior designated spaces as listed below and other resources to support successful outcome in student well-being and academic achievement.
- B. Food and Nutrition services may be provided under contract based upon the need as identified by the parties within this Agreement. All local, state and federal regulations governing the Food and Nutrition program as well as Board Regulation 805.9 will be followed in regards to services provided. Any billings for Food and Nutrition services provided will be at a per meal rate as determined by the District.
- C. Assist with alleviating transportation barriers for students to attend the Achievement Academy at the Jane Boyd Community Center.
- D. Execute a Data Sharing Agreement (if applicable).
- E. Collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- F. Facilitate a regular meeting to review data, identify and address trends, and/or coordinate direction and alignment between District goals and agency practices.

- G. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate organization administrator in a timely manner to facilitate collaborative resolution of barriers.
- H. Disperse funding in the total amount of **\$41,250** for as follows: \$13,750 upon execution of this agreement, \$13,750 in January and \$13,750 in June upon receipt of an outcomes report and invoice for approved services.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **JANE BOYD** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general 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 **JANE BOYD** 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. **JANE BOYD** 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, **JANE BOYD** 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 Executive Director of Middle Level Education and Community Partnerships shall be designated as the administrator of the Agreement.
- B. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **JANE BOYD** is providing services to the District as a contractor or is operating or managing the operations of a contractor. The services provided by **JANE BOYD** may involve the presence of the **JANE BOYD** employees or volunteers upon the real property of the schools of the District.
- B. **JANE BOYD** 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. **JANE BOYD** 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. **JANE BOYD** hereby certifies that no one who is an owner, operator or manager of **JANE BOYD** has been convicted of a sex offense against a minor. **JANE BOYD** 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. 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 **JANE BOYD** 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. **JANE BOYD** 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 of Education 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>Adam Zimmermann</u> Executive Director of Middle Level Education and Community Partnerships Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4261 AZimmermann@crschools.us</p>	<p><u>Megan Isenberg</u> Executive Director Jane Boyd Community House 943 14th Ave SE Cedar Rapids, IA 52401 319-366-1408 misenberg@janeboyd.org</p>
---	--

Cedar Rapids Community School District

Jane Boyd Community House

By: _____
 Board Secretary

By: _____
 Executive Director

Date: July 13, 2020 _____

Date: _____

APPENDIX A SCOPE OF SERVICES

Provide trauma informed services that include the following:

- A 30 hour/week Community Support Specialist whose primary role includes attending building Tier 2/3 meetings to identify appropriate supports for at-risk students and address them in the following ways:
- Academics, social-emotional development, social-recreational development
- Family supports to address parental resilience, social connections, support, parenting practices, child growth and development
- Community supports such as street outreach to provide alternative activities to targeted high risk youth onsite and at the Community House
- Onsite mental health treatment/therapy for students as appropriate in partnership with Four Oaks

APPENDIX B OUTCOME MEASURES

The following output/outcome measures will be reported to the district on December 30th (August 1st – December 15th services) and May 28th (December 1st – May 15th services):

- Names of students referred
- Names of students enrolled/served
- Number of individual and group contact hours
- Number of parents engaged in school-family meetings
- Data demonstrating participant improvement in the following:
 - Academic skills
 - Social-emotional skills
 - Attendance
 - Disciplinary referrals

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

THIS AGREEMENT is made and entered into on the 13th day of July 2020, by and between the Cedar Rapids Community School District (the “District”) and **KIDS FIRST LAW CENTER (KIDS FIRST)**. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide services that improve academic, behavior, and wellness outcomes for at-risk students through the coordination of resources and other joint and cooperative action between the District and **KIDS FIRST**.

2. TERM

The term of this Agreement shall be from **August 1, 2020** to **June 30, 2021**. 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

KIDS FIRST agrees to the following:

- A. Provide services at **Hoover Elementary, Johnson STEAM Academy, and McKinley STEAM Academy**, per Appendix A, Scope of Services. Prior written approval of a District Administrator is required to provide services in buildings other than those identified in the Agreement.
- 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) as found in Appendix B, Outcome Measures.
- C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
- D. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.
- E. **KIDS FIRST** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **KIDS FIRST**. The employees of the **KIDS FIRST** shall comply with the policies, rules, and regulations of the

District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.

- F. **KIDS FIRST** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **KIDS FIRST** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- G. **KIDS FIRST** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence (generally for more than five consecutive work days). For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- H. Submit outcomes reports detailing progress of students served to date on December 30th and May 28th.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **KIDS FIRST** 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.
- B. Execute a Data Sharing Agreement (if applicable).
- C. Collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- D. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.
- E. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate organization administrator in a timely manner to facilitate collaborative resolution of barriers.
- F. Disperse funding in the total amount of **\$45,000** as follows: \$11,250 upon execution of this agreement, \$16,875 in January and \$16,875 in June upon receipt of an outcomes report and invoice for approved services.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **KIDS FIRST** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general 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 **KIDS FIRST** 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. **KIDS FIRST** 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, **KIDS FIRST** 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 Executive Director of Middle Level Education and Community Partnerships shall be designated as the administrator of the Agreement.
- B. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **KIDS FIRST** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **KIDS FIRST** may involve the presence of the **KIDS FIRST** 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. **KIDS FIRST** 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. **KIDS FIRST** hereby certifies that no one who is an owner, operator or manager of **KIDS FIRST** has been convicted of a sex offense against a minor. **KIDS FIRST** 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. 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. **KIDS FIRST** 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 does not occur per Cedar Rapids Community School District Board of Education 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>Adam Zimmermann</u> Executive Director of Middle Level Education and Community Partnerships Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 azimmermann@crschools.us (319) 558- 4261</p>	<p><u>Jenny Schulz</u> Executive Director Kids First Law Center 420 6th Street SE, Suite 160 Cedar Rapids, IA 52401 (319) 739-5426 direct (319) 365-5437 office jenny@kidsfirstiowa.org</p>
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Cedar Rapids Community School District

Kids First Law Center

By: _____
Board Secretary

By: _____
Executive Director

Date: July 13, 2020 _____

Date: _____

APPENDIX A SCOPE OF SERVICES

Provide Trauma Informed services including:

- Facilitation and modeling of restorative circles to help address and prevent conflict between students, and/or between students and staff
- Facilitation and promotion of the use of restorative circles upon student re-entry following suspension
- Referral/recommendation for other community-based services needed by students/families as appropriate

APPENDIX B OUTCOME MEASURES

The following output/outcome measures will be reported to the district on December 30th (August 1st – December 15th services) and May 28th (December 1st – May 15th services) for Kids First services:

- Names of students referred
- Names of students enrolled/served
- Number of individual and group contact hours
- Number of restorative circles facilitated
- Data demonstrating participant improvement in the following:
 - Absenteeism
 - Conflict resolution skills
 - Disciplinary referrals
 - Other student skills or knowledge contributing to improved behavior, academic, or wellness outcomes
 - Staff skills, knowledge or confidence in leading restorative circles

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND LEADERS, BELIEVERS, ACHIEVERS FOUNDATION
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **13th** day of **July 2020**, by and between the Cedar Rapids Community School District (the “District”) and **LEADERS, BELIEVERS, ACHIEVERS FOUNDATION (LBAF)**. The parties agree as follows:

1. PURPOSE

The purpose of this agreement is to support the **LBAF’s** mission to Inspire Hope to tomorrow’s Leaders, Believers and Achievers. Centering on their core principles of Academic Excellence, Character and Leadership and Healthy Lifestyles and Positive Choices through the coordination of resources and other joint and cooperative action between the District and **LBAF** to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2020** to **June 30, 2021**. 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

LBAF agrees to the following:

- A. Provide services at Franklin Middle School, Roosevelt Creative Corridor Business Academy, Wilson Middle School, Jefferson High School and Washington High School per Appendix A, Scope of Services.**

Prior written approval of a District Administrator is required to provide services in buildings other than those identified in the Agreement.

- 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) as found in Appendix B, Outcome Measures.**
- C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.**
- D. Provide any and all clean up as necessary to return the District facilities into the same condition that existed prior to use.**

- E. Promptly reimburse the District for any damages or destruction to building and property resulting from use by LBAF programming.
- F. Reimburse the District for any costs as identified by the District, for services beyond those identified as standard services within this Agreement.
- G. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.
- H. **LBAF** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **LBAF**. The employees of the **LBAF** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- I. **LBAF** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **LBAF** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- J. **LBAF** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- K. Submit outcomes reports detailing progress of students served to date on December 30th and May 28th.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **LBAF** 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.
- B. Execute a Data Sharing Agreement (if applicable)
- C. Collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- D. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.

- E. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate organization administrator in a timely manner to facilitate collaborative resolution of barriers.
- F. Disperse funding in the total amount of **\$45,500** as follows: \$12,000 upon execution of this agreement, \$16,750 in January and \$16,750 in June upon receipt of an outcomes report and invoice for approved services.

4. INSURANCE AND INDEMNIFICATION

A. During the duration of this Agreement, **LBAF** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general 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 **LBAF** 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. **LBAF** 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, **LBAF** 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 Executive Director of Middle Level Education and Community Partnerships shall be designated as the administrator of the Agreement.
- B. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **LBAF** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **LBAF** may involve the presence of the **LBAF** 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. **LBAF** 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. **LBAF** hereby certifies that no one who is an owner, operator or manager of **LBAF** has been convicted of a sex offense against a minor. **LBAF** 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. 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. **LBAF** 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 does not occur per Cedar Rapids Community School District Board of Education 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 including reasonable attorneys' fees and costs 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:

Adam Zimmermann

Executive Director of Middle Level Learning
and Community Partnerships
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
(319) 558-4261
azimmermann@crschools.us

Alphonse O'Bannon

Executive Director
LBA Foundation
PO BOX 544
Cedar Rapids, IA 52401-0544
(319) 533-5095
al@lbajourney.org

Cedar Rapids Community School District

By: _____
Board Secretary

Date: July 13, 2020

Leaders, Believers, Achievers Foundation

By: _____
Executive Director

Date: _____

APPENDIX A SCOPE OF SERVICES

- Utilizing the CR-DREAMS Curriculum, LBAF will provide regular onsite programming throughout the school year during the school day to a minimum of 10 students at each of RCCBA, Wilson, Franklin, Washington, and Jefferson identified and referred by building Administrators and/or designees.
- Programming will include:
 - Creation of a Statement of Purpose (SoP) which helps both the student and mentors identify long term goals and aspirations.
 - Construction of a “Flight Plan” to follow to make those goals realistically possible.
 - Identifying who is in the students “My Cloud”; the group of trusted people who are there to help them succeed.
 - Workshops designed to build the skills associated with the key success competencies (the 5 C’s, as well as the ACT’s Social and Emotional Learning Tessera metrics)
 - Tessera Assessment at beginning and end of year.
 - Individual tutoring and a private online study tool to help prepare the students for taking the ACT exam.
 - Access to over 700+ online learning courses via LBA’s partnership with Udemy that may lead to earned certificates of completion for certain areas of study
 - Health and Nutrition instruction and learning through regular physical fitness instruction as well as through our cooking classes.
 - Training in Public Speaking, Customer Service, Digital Communications
- Provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following output/outcome measures will be reported to the district on December 30th (August 1st – December 15th services) and May 28th (December 1st – May 15th services) for LBAF programming:

- Names of students referred
- Names of students enrolled/served
- Number of individual and group contact hours
- Improvement in student academic, behavior, and wellness skills and knowledge including:
 - Beginning and end of school year ACT Tessa scores
 - Number of participants who earn certificates through the UdeMy learning partnership
 - Delta between pre-test scores and final actual ACT exam scores
 - Attendance and graduation rates
 - Number of participants who complete specialized skills training courses (Digital marketing, digital advertising, professional customer service, professional sales skills, coding, mobile app development, etc)
 - Number and impact of community philanthropy endeavors involving program participants

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

THIS AGREEMENT is made and entered into on the **13th** day of **July 2020**, by and between the Cedar Rapids Community School District (the “District”) and **TANAGER PLACE (TANAGER)** The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide mental health and substance use assessment, referral, education, treatment/therapy, and consultation services through the coordination of resources and other joint and cooperative action between the District and **TANAGER** to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2020** to **June 30, 2021**. 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

TANAGER agrees to the following:

- A. Provide services at Arthur Elementary, Cleveland Elementary, Coolidge Elementary, Garfield Elementary, Grant Elementary, Grant Wood Elementary, Hoover Elementary, Harrison Elementary, Hiawatha Elementary, Cedar River Academy at Taylor, Kenwood Leadership Academy, Truman Elementary, Madison Elementary, Wright Elementary, Nixon Elementary, Erskine Elementary, Jackson Elementary, Pierce Elementary, Van Buren Elementary, Viola Gibson Elementary, Wright Elementary, Roosevelt Creative Corridor Business Academy, Taft Middle School, Harding Middle School, Franklin Middle School, McKinley STEAM Academy, Wilson Middle School, Jefferson High School, Kennedy High School, Metro High School, and Washington High School per Appendix A, Scope of Services.**
- 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) as found in Appendix B, Outcome Measures.
- C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.

- D. **TANAGER** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **TANAGER**. The employees of the **TANAGER** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- E. **TANAGER** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **TANAGER** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- F. **TANAGER** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence (generally for more than five consecutive work days). For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- G. Submit outcomes reports detailing progress of students served to date on December 30th and May 28th.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **TANAGER** 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.
- B. Execute a Data Sharing Agreement (if applicable).
- C. Collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- D. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.
- E. Disperse funding in the total amount of **\$337,500** as follows: \$112,500 upon execution of this agreement, \$112,500 in January and \$112,500 in June upon receipt of an outcomes report and invoice for approved services.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **TANAGER** will provide a certificate of insurance

(or equivalent insurance document) naming the District as additional insured with general 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 **TANAGER** 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. **TANAGER** 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, **TANAGER** 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 Executive Director of Middle Level Education and Community Partnerships shall be designated as the administrator of the Agreement.
- B. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **TANAGER** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **TANAGER**

may involve the presence of the **TANAGER** 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. **TANAGER** 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. **TANAGER** hereby certifies that no one who is an owner, operator or manager of **TANAGER** has been convicted of a sex offense against a minor. **TANAGER** 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. 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. **TANAGER** 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 does not occur 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>Adam Zimmermann</u> Executive Director of Middle Level Education and Community Partnerships Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 azimmermann@crschools.us (319) 558- 4261</p>	<p><u>Tonya Hotchkin</u> Vice President Tanager Place 2309 C St SW Cedar Rapids, IA 52404 thotchkins@tanagerplace.org (319) 365-9165</p>
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Cedar Rapids Community School District

Tanager Place

By: _____
Board Secretary

By: _____
Vice President

Date: July 13, 2020

Date: _____

APPENDIX A SCOPE OF WORK

Provide Trauma Informed services including:

- Provide a coordinated referral network for at-risk students dealing with mental health, ACES, or other childhood trauma by offering assessment/evaluation for student mental illness and substance use disorders, individual therapy, group therapy, and direct enrollment into community-based programs as appropriate.
- Attend building Tier 2/3 team meetings to ensure collaborative planning for students in need of mental health supports in a school setting.
- Offer weekly self-care circles for staff at each building to support a culture of wellness and model effective practices for Tier 2 intervention.
- Report the outputs and outcomes as requested by the district.

Any mental health treatment services provided to students or their families will be billed directly to the appropriate funder.

APPENDIX B OUTCOME MEASURES

The following output/outcome measures will be reported to the district on December 30th (August 1st – December 15th services) and May 28th (December 1st – May 15th services):

- Names of students referred
- Names of students enrolled/served
- Number of individual and group contact hours
- Improvement in student academic, behavior, and wellness skills and knowledge including:
 - prevalence and severity of maladaptive behavioral and emotional problems
 - stress management
 - family feedback on student functioning
 - staff feedback on student functioning
 - student attendance and connection to school
 - absenteeism

CONSENT AGENDA

BA-21-041 **Agreement – Cedar Rapids Community School District and City of Cedar Rapids for Police Pal Programming – 2020-2021 School Year (Eric Christenson)**

Exhibit: BA-21-041/1-5

Action Item

Pertinent Fact(s):

1. The Cedar Rapids Police Department (CRPD) will deliver safety lessons to students in the Fall and Spring of the 2020-2021 School Year for grades K-3 and Fall for grades 4 and 5 at no charge to the CRCSD.
2. The Cedar Rapids Police Department will provide support for facilitating relationships between students, families, staff and CRPD personnel at all elementary schools.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and the City of Cedar Rapids, Iowa/Police Department for Police Pal Programming during the 2020-2021 School Year.

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

THIS AGREEMENT is made and entered into on the **13th** day of **July 2020**, by and between the Cedar Rapids Community School District (the “District”) and **City of Cedar Rapids, Iowa (the “City”)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 2020** to **July 31, 2021**. 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

The CITY agrees to the following:

- A. Cedar Rapids Police Officers shall provide services outlined in Attachment A, Scope of Work all elementary schools,
- B. **The City** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **the City**. The employees of the **City** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- C. **City** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **The City** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- D. **City** employees will defer the responsibility of disciplining students to the school district. No Cedar Rapids Police Officer shall act as a school disciplinarian. However, if a school principal believes an incident is a violation of the law, the principal may contact the Cedar Rapids Police Officer and the officer shall determine whether law enforcement action is appropriate.

The DISTRICT agrees to the following:

- A. Provide space and adequate supervision of students for the officers to make presentations;
- B. Follow through to support lessons after the officers make presentations;
- C. Model respect and cooperation with law enforcement officers in all interactions in the presence of students;
- D. Retain responsibility for disciplining students. No Cedar Rapids Police Officer shall act as a school disciplinarian. However, if a school principal believes an incident is a violation of the law, the principal may contact the Cedar Rapids Police Officer and the officer shall determine whether law enforcement action is appropriate.

4. EACH PARTY RESPONSIBLE FOR THEIR OWN ACTS

- A. Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees.
- B. Each party shall be responsible for its own negligence and that of its officers and employees.
- C. Neither party shall indemnify nor hold the other party harmless.
- D. Neither party will insure the actions of the other.

5. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. The Executive Director of Equity shall be designated as the administrator of the Agreement.
- B. This Agreement is by and between the parties only. There are no third party beneficiaries to this Agreement.
- C. The site advisory group, **Mental Health Resource Management Team**, 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.
- D. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **The CITY** is a municipal corporation whose police department is acting as a public safety agency. Neither the City, nor any of its employees shall be deemed to be an employee of the District. The activities of **the CITY** may involve the presence of the **CITY** employees upon the real property of the schools of the District.
- B. The City acknowledges that the Iowa Code Section 692A.113, among other things, 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. **The CITY** 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. **The CITY** hereby certifies that no City of Cedar Rapids employees who will be acting in accordance with this Agreement shall have been convicted of a sex offense against a minor. **The CITY** 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. 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

- F. **THE CITY** 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 does not occur per Cedar Rapids Community School District Board of Education Policy 102.

8. TERMINATION

- G. This Agreement may be terminated by either party upon thirty (30) days written notice in which case this Agreement shall be deemed terminated.

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:

Eric Christenson
Executive Director
Cedar Rapids

Laura Faircloth
Sergeant
Cedar

Cedar Rapids Community School District

By: _____ Board Secretary

Date: July 13, 2020

City of Cedar Rapids, Iowa

By: _____ Jeff Pomeranz, City Manager

Date: _____

By: _____ Amy Stevenson, City Clerk

Date: _____

ATTACHMENT A SCOPE OF WORK

Cedar Rapids Police Officers will provide the following services to CRCSD students and families:

1. Deliver safety lessons which focus on the following topics by grade level:

Fall

K – Introduction of officer/uniform

1st – Walking to/from school, being home alone,
and 911 2nd – Personal safety and strangers
(DVD)

3rd – McGruff's bully alert
(DVD) 4th – Shoplifting

5th – Internet Safety (Flash Drive)

Spring

Pre-School –
(optional) K –
Stranger
danger

1st – Respect for authority and others'
property 2nd – Gun safety (DVD)

3rd – Bicycle safety

2. Interact with students and families to build respect for and rapport with CRPD personnel;
3. Work collaboratively with school personnel to mediate differences with parents/community when threat or disruption to the school setting is predicted;
4. Respond to requests for law enforcement support from school personnel, however the officer will determine what, if any, law enforcement action will be taken as determined necessary by the officer in the exercise of the officer's discretion as a law enforcement officer.

ADMINISTRATION

BA-21-042 Audit Committee Report (David Nicholson)

Exhibit: BA-21-042/1-9

Information Item

Board Goals/Focus Areas

- Visionary Governance
- Student Learning
- Culture & Climate
- Fiduciary Oversight
- Advocacy

Pertinent Fact(s):

According to the Audit Committee Charter, the District Audit Committee is to report its findings to the Board of Education on an annual basis. Committee members Whitney Schreder and Gary Becker will provide the report to the Board.

Audit Committee

Annual Report to the Board

July 13, 2020

Presenters:

Gary Becker – Committee Chair

Maureen Oviatt – Committee Member

Whitney Schreder – Committee Member



Audit Committee

Annual Activities of the Committee

- Review the District Independent Audit Activities including the Student Activity Fund Agreed Upon Procedures.
- Review District internal financial controls with the independent auditors and assess the adequacy.
- Executive Session (no District staff) at the end of on-site meetings for candid discussion with external auditors.
- Annual orientation session in October to assist new members and re-acquaint veteran members with an understanding of school finance and budgeting.
- Semi-annual review with the CRCSD attorney to discuss District legal issues including those shared with the independent auditors.
- Review property/casualty/work comp insurance coverages with the District commercial insurance representative.
- Review high level risk and mitigation associated with Information Technology through reports from District and Grant Wood AEA technology staff
- Complete the committee self-evaluation performance and effectiveness survey annually.

Audit Committee

Additional/Modified Activities Unique to FY2019-2020

September/April Meetings: Semi-annual, in-depth discussion of MIIP (Metro Interagency Insurance Program) financial reports including employee participation. MIIP is the health insurance consortium of which the District is a member.

The **March 25th** Audit Committee meeting was canceled due to COVID-19.

April's agenda was modified to include both months topics. Additionally, April, May, and June meetings were livestreamed via zoom.

The **Spring 2020** Student Activity Fund semi-annual Agreed Upon Audit Procedures were canceled due to COVID-19. Fall 2019 went as planned.

May Meeting: Enhanced monthly financial reports new for FY2020 – General Fund Unspent Balance Report.

Audit Committee Membership Highlights

Two new members FY19-20: John Hammar and Whitney Schreder

FY2019-2020:

Gary Becker - Committee Chairperson
Maureen Oviatt - Chairperson Pro-tem.

For FY2020-2021:

Maureen Oviatt - elected Committee Chairperson
Scott Arensdorf - elected Chairperson Pro-tem.

Gary Becker and Tom Hoffmann retiring from the committee.

Thank you for your service!!!

Gary - 6 years of service

Tom - 12 years of service

Chris Koerperich, Senior Manager with RSM, assuming the lead for the FY2020 audit, replacing Heidi Hobkirk, who is transitioning into a new role with RSM. Heidi will assist with the transition.

Audit Committee Recommendation

Hire an Internal Auditor, either a full-time employee or contracted.

QUESTIONS?



Introduction and Background

This report summarizes the activities of the Cedar Rapids Community School District (CRCSD) Audit Committee during the fiscal year ended June 30, 2020. The committee, which was created in 1997, provides an annual written report to the Board of Education addressing actions taken in fulfilling committee responsibilities in accordance with the committee charter. This committee is one of the few Districts in the State providing a review at this level.

Role

The Audit Committee provides a practical means for the CRCSD Board of Education to obtain independent review and oversight of the District financial reporting processes, internal controls, and independent auditors. The Audit Committee also provides a forum separate from management in which auditors and other interested parties can candidly discuss concerns. The Audit Committee helps to ensure that District internal control management is designed properly and that procedures are in place to assess District management practices objectively.

Membership

According to the Audit Committee charter, “Members from the community who will serve on the Audit Committee will be comprised of individuals preferably with business expertise, who possess a basic understanding of governmental financial reporting and auditing and are preferably residents of CRCSD, or who have children who attend the CRCSD.” Total membership of the Audit Committee shall not exceed ten individuals. One member of the Board of Education may serve in a liaison capacity. The District Executive Director of Business Services serves as liaison for committee activities and serve in an ex-officio capacity. Other District employees may provide periodic reports to the committee.

Community members serve three-year terms, staggered to preclude a large turnover in any one year. A chairperson is appointed annually to preside at committee meetings. The Audit Committee chairperson recommends new members to the committee as appropriate with membership based upon a majority vote of the committee. Two of the three members whose terms expire in June 2020 are not seeking new terms.

Audit Committee Membership July 1, 2019 - June 30, 2020			
Name	Employer	Occupation	Term
John Hammar	Cedar Rapids Bank and Trust	Controller	FY 2020-2022
Wendy Lynn	ASAC	Controller	FY 2020-2022
Whitney Schreder	Junior Achievement of Eastern Iowa	Controller	FY 2020-2022
Scott Arensdorf	CBE Companies	Vice President of Finance and Administration	FY2019-2021
Maureen Oviatt <i>Committee Chairperson Pro Tem</i>	Retired	Community Liaison	FY2019-2021
Drew Yoder	Four Oaks	Controller	FY2019-2021
Gary Becker <i>Committee Chairperson</i>	Cedar Rapids Bank and Trust	Sr Vice President - Commercial Real Estate Manager	FY 2018-2020
Gordon Epping	Owner-Principal of Gordon Epping, LLC	Practicing CPA	FY 2018-2020
Tom Hoffmann	Benefit Solutions Inc	Executive Vice President of Marketing	FY 2018-2020

Specific Responsibilities

As part of its operational framework, the Audit Committee uses a Charter and Charter Matrix to provide detailed guidance in structuring its activities to ensure that the committee fulfills its charter. The Charter Matrix includes a listing of each of the activities in the committee's charter, along with the steps to accomplish the objective of the activity, the deliverables from the activity, and the frequency at which the activity should appear on the committee agenda. The Charter Matrix serves as the basis for the annual functions of the committee. The Charter and Charter Matrix link: <http://www.cr.k12.ia.us/our-district/board/audit-committee/>

Committee Self-Assessment

Each year the Committee completes a self-evaluation summary in an ongoing effort to improve. A copy of the self-assessment is available upon request.

Meeting Minutes

Detailed minutes from committee meetings can be found at this link:
<http://www.cr.k12.ia.us/our-district/board/audit-committee/>

Audit Committee FY2020 Highlights

Highlights Unique to the 2019-2020 Fiscal Year

1. Two new members: John Hammar and Whitney Schreder
2. Enhanced monthly financial reports new for FY2020 – General Fund Unspent Balance Report.
3. The March 25th meeting was canceled due to COVID-19. April's agenda was modified to include both months topics. Additionally, April, May, and June meetings were livestreamed via zoom.
4. Semi-annual, in-depth discussion of MIIP (Metro Interagency Insurance Program) financial reports including employee participation. MIIP is the health insurance consortium of which the District is a member.
5. The spring 2020 Student Activity Fund semi-annual Agreed Upon Audit Procedures were canceled due to COVID-19. Fall 2019 went as planned.
6. Chris Koerperich, Senior Manager with RSM, will assume the lead for the FY2020 District audit replacing Heidi Hobkirk, who is transitioning into a new role with RSM. Heidi will assist with the transition.
7. Maureen Oviatt was elected committee chairperson and Scott Arensdorf was elected chairperson pro-tem for FY2020-2021.
8. Gary Becker and Tom Hoffmann retiring from the committee. Gary served on the committee for 6 years and Tom served 12 years. Thank you for your service!!!

Ongoing Committee Activities

1. District audit of all funds and the Student Activity Fund Agreed Upon Procedures.
2. Executive Session at the end of on-site meetings, excluding District management, for candid discussion with external auditors.
3. Annual orientation session on October 16, 2019 to assist new members and re-acquaint veteran members with an understanding school finance and budgeting at the Cedar Rapids Community School District.
4. Committee review and signature required on Engagement Letters for the annual District audit and Student Activity Fund Agreed Upon Procedures.
5. Semi-annual review with the CRCSD attorney to discuss District legal issues including those shared with the independent auditors.
6. Review property/casualty/work comp insurance coverages with the District commercial insurance representative.
7. Review high level risk and mitigation associated with Information Technology through reports from District and Grant Wood AEA technology staff
8. Review District internal financial controls with the independent auditors and assess the adequacy.
9. Review external audit report pertaining to student activity fund accounts; includes middle school, high school, and Kingston Stadium.
10. Review external audit report as well as problems/difficulties (if any) that external auditors had with management in performing the audit.
11. Complete the committee self-evaluation performance and effectiveness survey annually.
12. Congratulations and recognition of CRCSD for 22 consecutive years of achievement earning the Certificate of Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada, (GFOA) and the Association of School Business Officials International, (ASBO).

Respectfully Submitted,

Gary Becker, CRCSD Audit Committee Chairperson

LEARNING AND LEADERSHIP

BA-21-043 Overview - Return to Learn Plan (Noreen Bush/Nicole Kooiker)

Exhibit: Pocket Item Forthcoming

Information Item

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

1. The administration will provide an overview of the District's process in the development of the "Return to Learn Plan" which was submitted and approved by the Iowa Department of Education on July 1, 2020.
2. The District's plan includes five identified targeted areas and best practice considerations:
 - safe, supportive, collaborative culture
 - technology resources
 - teaching and learning and guaranteed and viable curriculum
 - safe and healthy facilities and transportation)
 - family engagement

BOARD GOVERNANCE

BA-21-044 2021 IASB Legislative Platform (Gary Anhalt/Cindy Garlock)

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 2021 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:

2020 IASB Legislative Platform

https://www.ia-sb.org/Main/Advocacy_Center/IASB_s_Advocacy_Agenda/Legislative_Resolutions.aspx

2020 IASB Legislative Resolutions

https://www.ia-sb.org/main/downloads/Advocacy/2020_Resolutions_Priorities.pdf

3. Resolutions and priorities are due by August 10, 2020 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 2021 Legislative platform.

BOARD GOVERNANCE

BA-21-045 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 13, 2020, 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 13, 2020, 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-21-046 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 13, 2020, 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 13, 2020, 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.



SCHOOL BOARD CALENDAR

(Dates and times are tentative – please consult with the Board Secretary’s Office for more details)

2020 - JULY

Monday	July 13	5:30 pm	Board Regular Meeting	Via YouTube https://www.youtube.com/EngageCRschools/
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2020 - AUGUST

Monday	Aug 10	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Aug 24	5:30 pm	First Day of Classes Board Work Session & Regular Meeting	CRCS ELSC, Board Room 2500 Edgewood Rd NW
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2020- SEPTEMBER

Monday	Sept 14	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Sept 28	5:30 pm	Board Annual Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2020- OCTOBER

Monday	Oct 12	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Oct 26	5:30 pm	Board Work Session & Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2020- NOVEMBER

Monday	Nov 9	5:30 pm	Annual & Board Regular Meetings	ELSC, Board Room 2500 Edgewood Rd NW
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2020- DECEMBER

Monday	Dec 14	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 13, 2020