

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING/WORK SESSION**

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Once in YouTube, click the appropriate LIVE video for audio access to the meeting.

Public Participation is available by preregistering @ [BOE 09.28.2020](mailto:BOE.09.28.2020)

by 12:00 PM on September 28, 2020.

The public may also submit their comments prior to and up until 4:00 PM of the scheduled meeting start time
to: Lday@crschools.us

Monday, September 28, 2020 @ 5:30 PM

A G E N D A

CALL TO ORDER (President Nancy Humbles)

APPROVAL OF AGENDA (President Nancy Humbles)3

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

COMMUNICATIONS, DELEGATIONS, AND PETITIONS (President Nancy Humbles)

CONSENT AGENDA

BA-21-000/04	Minutes – Regular Meeting on September 14, 2020 (Laurel Day)	3
BA-21-001/04	Approval of Claims Report – August 2020 (David Nicholson)	4
BA-21-004/03	Statement of Receipts, Disbursements, and Cash Balances Report – June 2020 (David Nicholson)	9
BA-21-004/04	Statement of Receipts, Disbursements, and Cash Balances Report – August 2020 (David Nicholson)	14
BA-21-005/04	Investment Report – August 2020 (David Nicholson)	17
BA-21-007/02	Unspent Balance Report – June 2020 (David Nicholson)	19
BA-21-008/04	Open Enrollment – Denial - 2020-21 School Year (John Rice).....	21
BA-21-009/04	Personnel Report (Linda Noggle).....	23
BA-21-074	Amended Agreement – Iowa Vocational Rehabilitation Services – TAP Program – 2020-21 School Year (Wendy Parker).....	32
BA-21-075	Final Approval – Franklin Middle School - Asphalt Repair Project – Certificate of Substantial Completion (Rich Reysack)	47
BA-21-076	Final Approval – Cleveland Elementary and Cedar River Academy @ Taylor Elementary Schools - Asphalt Repair Project – Certificate of Substantial Completion (Rich Reysack)	50
BA-21-077	Agreement – First Congregational United Church of Christ for Reciprocal Use of Facilities – 2020-21 School Year (Eric Christenson).....	53
BA-21-078	Agreement – Des Moines Area Community College for Concurrent Enrollment Courses – 2020-21 School Year (John Rice)	57
BA-21-079	Renewal -NSBA Membership (Nancy Humbles)	62
BA-21-080	Agreement – ISU Extension & Outreach Linn County – 2020-21 School Year (Adam Zimmermann/Stephanie Neff).....	64
BA-21-081	Agreement – Iowa Department of Public Health – Iowa Nutrition Network School Grant Program (David Nicholson/Stephanie Neff).....	73
BA-21-082	28E Agreements – Five Seasons Learning Center, KinderCare, Linn County Child Development Center, Little Lambs Preschool, Lovely Lane Preschool, Share and Care Preschool, St Matthew’s Preschool, Trinity Lane Preschool, and Trinity Lutheran – Statewide Voluntary Preschool Program – 2020-21 School Year (Eric Christenson)	82
BA-21-083	Annual Appointment – Board’s Representatives for the Teacher Quality Committee – 2020-2021 School Year (Nicole Kooiker).....	162

CONSENT AGENDA – con’t

BA-21-084 Agreement – Zach Johnson Foundation -Kids on Course –
2020-21 School Year (Eric Christenson) 163

BA-21-085 Resolution - Approval of the Iowa’s Volkswagen Settlement Environment
Mitigation Trust Project Agreement (David Nicholson/Scott Wing) 181

BA-21-086 Agreement – Ronald R. Roybal – 2020-21 School Year (Wendy Parker)..... 201

BA-21-087 Agreement – Title I Part A – Catapult Learning West, LLC –
2020-21 School Year (Eric Christenson) 204

BA-21-088 Agreement – Piper Sandler & Co. - School Infrastructure Sales, Services
& Use Tax Revenue Bonds (David Nicholson) 214

BA-21-089 Amended 28E Agreement – Linn Mar Community Schools and Collins
Aerospace Child Development Center (Eric Christenson) 226

BA-21-090 Agreement– Letter of Intent - Interstate Power and Light Company
(David Nicholson/Scott Wing) 229

BA-21-091 Tabulation – Wide Base VenTrac Mower (Matt Dunbar/David Nicholson) 234

BA-21-092 Agreement – Dorsey & Whitney, LLP – Bond Counsel for School
Infrastructure Sales, Services & Use Tax Revenue Refunding Bonds
(David Nicholson)..... 237

BA-21-093 Agreement – Cedar Rapids Opera Theatre – 2020-21 School Year (John Rice) ... 240

BA-21-094 Agreement – Eastern Iowa Arts Academy – 2020-21 School Year (John Rice).... 248

BA-21-095 Agreement – Red Cedar Chamber Orchestra – 2019-20 School Year
(John Rice) 258

ADMINISTRATION

BA-21-096 Resolution – Schedule a Public Hearing for ISL (David Nicholson) 267

BA-21-097 Request School Budget Review Committee - Special Education Negative
Balance for FY 2019-20 (David Nicholson/Wendy Parker) 271

BA-21-098 Request School Budget Review Committee (SBRC) for Modified Allowable
Growth for Limited English Learner (LEP) Excess Program Costs
(David Nicholson) 273

BA-21-099 Fiscal Year 2020 Financial Highlights (David Nicholson) 277

BA-21-100 Resolution – Schedule a Public Hearing on the Issuance of Not to exceed
\$45,000,000 School Infrastructure Sales, Services and Use Tax Revenue
Refunding Bonds, in one or more series (David Nicholson) 290

WORK SESSION

BA-21-101 Board Norms/Goals (Nancy Humbles/Noreen Bush) 298

SCHOOL BOARD CALENDAR 304

ADJOURNMENT- (President Nancy Humbles)

AGENDA

CALL TO ORDER – President Nancy Humbles

APPROVAL OF AGENDA – President Nancy Humbles

“I move that the agenda of Monday, September 28, 2020 Board of Education Board Meeting/Work Session 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-21-000/04 Minutes – Regular Meeting on Monday, September 14, 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, September 14, 2020.

Board Meeting: Monday, September 28, 2020

CONSENT AGENDA

BA-21-001/04 Approval of Claims Report - August 2020 (David Nicholson)

Exhibit: BA-21-001/04.1-4

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 August 1 - 31, 2020 totaled \$18,357,770.16.

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 August 31, 2020.

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

	<u>General Fund (10)</u>	<u>Activity Fund (21)</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 8/07	\$ 19,265.52	\$ 38,750.58	\$ -	\$ -	\$ -	\$ 5.95	\$ 58,022.05
Period Ending 8/28	61,667.78	15,798.24	-	13,705.00	-	100.15	91,271.17
Period Ending 8/31	7,352,818.35	23,325.21	-	237,967.89	86,250.52	129,810.62	7,830,172.59
Approved Warrants and Voids							
Period Ending 8/07	\$ 431,865.13	\$ -	\$ -	\$ 817,458.62	\$ 44,283.05	\$ 6,346.81	\$ 1,299,953.61
Period Ending 8/28	999,869.49	200.00	207,069.75	1,394,530.26	21,971.09	15,123.83	2,638,764.42
Period Ending 8/31	(2,950.00)	(447.00)	-	-	-	-	(3,397.00)
	\$ 8,862,536.27	\$ 77,627.03	\$ 207,069.75	\$ 2,463,661.77	\$ 152,504.66	\$ 151,387.36	\$ 11,914,786.84
Payrolls - Net	<u>6,442,983.32</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,442,983.32</u>
Total Expenditures	<u>\$ 15,305,519.59</u>	<u>\$ 77,627.03</u>	<u>\$ 207,069.75</u>	<u>\$ 2,463,661.77</u>	<u>\$ 152,504.66</u>	<u>\$ 151,387.36</u>	<u>\$ 18,357,770.16</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
August 7, 2020**

	<u>General Fund (10)</u>	<u>Activity Fund (21)</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	\$ 19,265.52	\$ -	\$ -	\$ -	\$ -	\$ 5.95	\$ 19,271.47
Approved Warrants and Voids (Entered By Batch)							
	\$ 431,865.13	\$ 38,750.58	\$ -	\$ 817,458.62	\$ 44,283.05	\$ 6,346.81	\$ 1,338,704.19
Total	<u><u>\$ 451,130.65</u></u>	<u><u>\$ 38,750.58</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 817,458.62</u></u>	<u><u>\$ 44,283.05</u></u>	<u><u>\$ 6,352.76</u></u>	<u><u>\$ 1,357,975.66</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
August 28, 2020**

	<u>General Fund (10)</u>	<u>Activity Fund (21)</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	\$ 61,667.78	\$ 200.00	\$ -	\$ 13,705.00	\$ -	\$ 100.15	\$ 75,672.93
Approved Warrants and Voids (Entered By Batch)							
	\$ 999,869.49	\$ 15,798.24	\$ 207,069.75	\$ 1,394,530.26	\$ 21,971.09	\$ 15,123.83	2,654,362.66
Total	<u>\$ 1,061,537.27</u>	<u>\$ 15,998.24</u>	<u>\$ 207,069.75</u>	<u>\$ 1,408,235.26</u>	<u>\$ 21,971.09</u>	<u>\$ 15,223.98</u>	<u>\$ 2,730,035.59</u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
August 31, 2020

	<u>General Fund (10)</u>	<u>Activity Fund (21)</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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACH Payments	7,352,818.35	23,325.21	-	237,967.89	86,250.52	129,810.62	7,830,172.59
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Voids	(2,950.00)	(447.00)	-	-	-	-	(3,397.00)
Total	<u><u>\$ 7,349,868.35</u></u>	<u><u>\$ 22,878.21</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 237,967.89</u></u>	<u><u>\$ 86,250.52</u></u>	<u><u>\$ 129,810.62</u></u>	<u><u>\$ 7,826,775.59</u></u>

CONSENT AGENDA

BA-20-004/03 Statement of Receipts, Disbursements, and Cash Balances Report - June 2020 (David Nicholson)

Exhibit: BA-20-004/03.1-4

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 June 30, 2020 were \$30,797,421.26 and cash disbursements were \$25,323,871.26. The investment balance on June 30, 2020 was \$100,074,293.67. Interfund transfers for the month ended June 30, 2020 were \$4,321,774.05. Year to date interfund transfers were \$21,251,984.59. At the end of the 4th quarter, \$344,568 of Book Fees was collected as compared to \$402,413.34 the prior year. Based on estimated revenues, the percentage of collections is down 11.3% this year compared to the prior year. Audit Committee Review of Selected Local Revenues received through June 30, 2020 were \$15,993,664.

Recommendation:

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

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH BALANCES
MONTH ENDED JUNE 30, 2020**

<u>CASH</u>	<u>BALANCE 5/31/2020</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>BALANCE 6/30/2020</u>
<u>General and Management Funds</u>				
10-General Fund	\$ 2,377,777.03	\$ 24,349,480.44	\$ 20,320,063.98	\$ 6,407,193.49
22-Management Fund	1,433,549.33	160,921.71	192,733.65	1,401,737.39
Total - General and Management Funds	<u>3,811,326.36</u>	<u>24,510,402.15</u>	<u>20,512,797.63</u>	<u>7,808,930.88</u>
<u>Food & Nutrition</u>				
61-Food & Nutrition Fund	1,564,428.92	1,498,617.26	922,287.01	2,140,759.17
61-Petty Cash	217.50	-	-	217.50
Total - Food & Nutrition Fund	<u>1,564,646.42</u>	<u>1,498,617.26</u>	<u>922,287.01</u>	<u>2,140,976.67</u>
<u>Daycare Fund</u>				
62-Five Seasons Daycare Fund	1,106,123.42	330,171.04	186,759.51	1,249,534.95
65-Rockwell Daycare Fund	281,999.91	369,308.38	339,919.64	311,388.65
65-Rockwell Daycare Petty Cash	200.00	-	-	200.00
Total - Daycare Fund	<u>1,388,323.33</u>	<u>699,479.42</u>	<u>526,679.15</u>	<u>1,561,123.60</u>
<u>Schoolhouse Funds</u>				
33-Secure Adv. Vision for Educ. (SAVE) Fund	1,578,002.48	2,530,747.38	1,614,512.80	2,494,237.06
36-Physical Plant & Equip (PPEL) Fund	1,022,885.84	282,381.46	602,245.23	703,022.07
40-Debt Service Fund	458,138.49	1,275,793.59	1,145,349.44	588,582.64
Total - Schoolhouse Funds	<u>3,059,026.81</u>	<u>4,088,922.43</u>	<u>3,362,107.47</u>	<u>3,785,841.77</u>
TOTAL CASH - ALL FUNDS	<u>\$ 9,823,322.92</u>	<u>\$ 30,797,421.26</u>	<u>\$ 25,323,871.26</u>	<u>\$ 15,296,872.92</u>

INVESTMENTS

RESTRICTED INVESTMENT FUNDS

Schoolhouse Fund-Held for Bond Payments

40-Debt Service Fund - Sinking Funds/UMB+Reg	\$ 17,392,631.96	\$ 1,437,753.69	\$ 6,883,704.60	\$ 11,946,681.05
40-Debt Service Fund - Sinking Funds/USB	-	-	-	-
TOTAL RESTRICTED INVESTMENTS	<u>\$ 17,392,631.96</u>	<u>\$ 1,437,753.69</u>	<u>\$ 6,883,704.60</u>	<u>\$ 11,946,681.05</u>

UNRESTRICTED INVESTMENT FUNDS

	<u>BALANCE 5/31/2020</u>	<u>PURCHASES</u>	<u>MATURITIES</u>	<u>BALANCE 6/30/2020</u>
<u>General and Management Funds</u>				
10-General Fund	\$ 40,000,000.00	\$ -	\$ 10,000,000.00	\$ 30,000,000.00
10-General Fund CD's ISJIT	13,474,782.85	2,214.90	-	13,476,997.75
22-Management Fund	8,000,000.00	-	-	8,000,000.00
Total - General and Management Funds	<u>61,474,782.85</u>	<u>2,214.90</u>	<u>10,000,000.00</u>	<u>51,476,997.75</u>
<u>Food & Nutrition</u>				
61-Food & Nutrition Fund	2,000,000.00	-	-	2,000,000.00
<u>Schoolhouse Funds</u>				
33-Secure Adv. Vision for Educ. (SAVE) Fund	35,137,410.46	-	1,000,000.00	34,137,410.46
36-Physical Plant & Equip (PPEL) Fund	12,000,000.00	-	-	12,000,000.00
40-Debt Service Fund	459,885.46	-	-	459,885.46
Total - Schoolhouse Funds	<u>47,597,295.92</u>	<u>-</u>	<u>1,000,000.00</u>	<u>46,597,295.92</u>
TOTAL UNRESTRICTED INVESTMENTS	<u>\$ 111,072,078.77</u>	<u>\$ 2,214.90</u>	<u>\$ 11,000,000.00</u>	<u>\$ 100,074,293.67</u>

<u>BALANCES</u>	<u>GENERAL FUND</u>	<u>FOOD & NUTRITION FUND</u>	<u>DAYCARE FUND</u>	<u>SCHOOLHOUSE FUND</u>	<u>ALL FUNDS</u>
Cash	\$ 7,808,930.88	\$ 2,140,976.67	\$ 1,561,123.60	\$ 3,785,841.77	\$ 15,296,872.92
Restricted Funds	-	-	-	11,946,681.05	11,946,681.05
Investments	51,476,997.75	2,000,000.00	-	46,597,295.92	100,074,293.67
TOTAL - ALL FUNDS	<u>\$ 59,285,928.63</u>	<u>\$ 4,140,976.67</u>	<u>\$ 1,561,123.60</u>	<u>\$ 62,329,818.74</u>	<u>\$ 127,317,847.64</u>

**Interfund Transfers
For the Month Ended June 30, 2020
and Year to Date**

		Summary			
		Month of June		Year to Date	
		Transfers In	Transfers Out	Transfers In	Transfers Out
Fund 10	General Fund	\$ 1,433,595.59	\$ 1,529,166.33	\$ 3,501,051.16	\$ 1,622,634.12
Fund 22	Management Fund	-	7,062.81	-	195,410.71
Fund 33	SAVE Fund	126,110.12	1,301,393.99	2,373,533.70	15,600,123.77
Fund 36	PPEL Fund	-	219,260.41	-	1,989,117.00
Fund 40	Debt Fund	1,232,902.01	-	13,754,765.61	560,805.96
Fund 61	Food & Nutrition Fund	1,000,000.00	1,264,890.51	1,000,000.00	1,265,263.51
Fund 62	Day Care - 5 Seasons	208,333.33	-	301,801.12	6,294.57
Fund 65	Day Care - Rockwell	320,833.00	-	320,833.00	12,334.95
	Total	\$ 4,321,774.05	\$ 4,321,774.05	\$ 21,251,984.59	\$ 21,251,984.59

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
BOOK FEE COLLECTIONS REPORT - FY20
FOURTH QUARTER ENDED - JUNE 2020**

School Name	2019-2020							2018-2019							4th% Change in Percent
	Certified Enrollment			Total				Total					4th Quarter		
	C.E.	C.E.	C.E.	C.E.	Estimated	Actual	Percent	C.E.	Estimated	1st	Cumulative	Cumulative	Cumulative	% of Est.	
	10/1/2019	10/1/2019	10/1/2019	10/1/2019	Annual	Cumulative	of Est.	10/1/2018	Annual	Quarter	2nd	3rd	4th	Annual	
	Full	Reduced	Free	FTEs	Revenue	Amount	Revenue	FTEs	Revenue	Quarter	Quarter	Quarter	Quarter	Revenue	
\$95.00F/\$58.00R															
0109 Jefferson	686	114	788	1,588	\$ 71,782.00	\$ 47,732.00	66.5%	1,536	\$ 77,340.00	\$ 30,011.00	\$ 33,345.00	\$ 40,303.90	\$ 57,577.18	74.4%	-7.9%
0114 Kennedy	1,207	97	486	1,790	120,291.00	103,499.00	86.0%	1,842	127,848.00	62,525.07	83,234.18	100,762.42	114,724.35	89.7%	-3.7%
0127 Metro	67	34	235	336	8,337.00	1,723.00	20.7%	336	9,231.00	558.00	930.00	1,323.00	1,938.00	21.0%	-0.3%
0118 Washington	626	81	640	1,347	64,168.00	42,184.00	65.7%	1,322	69,321.00	-	40,405.00	40,405.00	54,834.50	79.1%	-13.4%
Total High Schools	2,586	326	2,149	5,061	264,578.00	195,138.00	73.8%	5,036	283,740.00	93,094.07	157,914.18	182,794.32	229,074.03	80.7%	-6.9%
\$56.00F/\$35.00R															
0209 Franklin	260	48	278	586	16,240.00	13,223.00	81.4%	631	16,205.00	8,983.50	10,966.00	12,183.00	15,093.00	93.1%	-11.7%
0214 Harding	390	56	348	794	23,800.00	20,171.00	84.8%	802	23,986.00	15,517.00	18,965.00	20,243.00	23,520.00	98.1%	-13.3%
0218 McKinley	200	28	234	462	12,180.00	9,538.00	78.3%	441	10,150.00	6,380.00	7,713.00	8,331.00	9,869.50	97.2%	-18.9%
0227 Roosevelt	194	80	382	656	13,664.00	10,375.00	75.9%	615	10,547.00	6,864.00	8,093.50	8,937.50	11,585.00	109.8%	-33.9%
0232 Taft	357	33	200	590	21,147.00	19,149.00	90.6%	604	23,261.00	13,920.85	16,723.00	17,857.00	20,894.00	89.8%	0.8%
0236 Wilson	106	36	256	398	7,196.00	3,794.00	52.7%	334	4,810.00	1,498.00	2,577.00	2,831.00	3,991.00	83.0%	-30.3%
Total Middle Schools	1,507	281	1,698	3,486	94,227.00	76,250.00	80.9%	3,427	88,959.00	53,163.35	65,037.50	70,382.50	84,952.50	95.5%	-14.6%
\$31.00F/\$19.00R															
0418 Arthur	114	24	155	293	3,990.00	2,883.00	72.3%	319	4,044.00	1,158.00	2,826.00	3,510.00	3,930.00	97.2%	-24.9%
0431 Cleveland	96	41	188	325	3,755.00	1,843.00	49.1%	361	3,294.00	1,050.00	1,536.00	1,824.00	2,633.00	79.9%	-30.8%
0433 Coolidge	256	28	121	405	8,468.00	6,696.00	79.1%	363	7,764.00	3,888.00	5,514.00	6,137.00	7,615.50	98.1%	-19.0%
0445 Erskine	200	33	126	359	6,827.00	5,019.00	73.5%	363	6,696.00	4,164.00	5,484.00	5,700.00	6,532.80	97.6%	-24.1%
0463 Garfield	44	20	180	244	1,744.00	999.00	57.3%	220	1,692.00	408.00	816.00	912.00	1,260.00	74.5%	-17.2%
0636 Gibson	437	18	68	523	13,889.00	12,216.00	88.0%	510	13,026.00	5,424.00	11,394.00	12,617.50	13,566.50	104.1%	-16.1%
0610 Grant	116	28	190	334	4,128.00	1,805.00	43.7%	337	3,594.00	510.00	1,140.00	2,160.00	2,904.00	80.8%	-37.1%
0481 Grant Wood	100	25	178	303	3,575.00	2,439.00	68.2%	352	3,420.00	1,290.00	1,679.00	2,142.00	3,254.00	95.1%	-26.9%
0490 Harrison	58	40	191	289	2,558.00	1,149.00	44.9%	310	2,688.00	618.00	1,494.00	1,614.00	1,955.00	72.7%	-27.8%
0502 Hiawatha	125	20	166	311	4,255.00	3,622.00	85.1%	375	4,386.00	1,125.00	3,558.00	4,026.00	4,513.00	102.9%	-17.8%
0505 Hoover	65	44	266	375	2,851.00	1,978.00	69.4%	363	2,418.00	828.00	1,650.00	2,073.00	2,477.00	102.4%	-33.0%
0627 Jackson	236	14	77	327	7,582.00	6,679.00	88.1%	336	7,812.00	4,806.00	6,096.00	6,750.00	7,288.00	93.3%	-5.2%
0517 Johnson	100	31	262	393	3,689.00	2,829.00	76.7%	423	2,670.00	570.00	2,004.00	2,232.00	2,688.00	100.7%	-24.0%
0526 Kenwood	116	74	238	428	5,002.00	2,736.00	54.7%	423	4,266.00	1,164.00	2,118.00	2,466.00	3,366.00	78.9%	-24.2%
0544 Madison	107	21	81	209	3,716.00	3,002.00	80.8%	241	3,930.00	2,154.00	3,186.00	3,564.00	3,882.00	98.8%	-18.0%
0558 Nixon	116	30	202	348	4,166.00	2,631.00	63.2%	304	3,546.00	1,650.00	2,148.00	2,628.00	3,419.00	96.4%	-33.2%
0569 Pierce	245	20	155	420	7,975.00	7,399.00	92.8%	390	7,362.00	5,526.00	7,121.00	7,527.00	7,707.00	104.7%	-11.9%
0580 Taylor	25	19	199	243	1,136.00	284.00	25.0%	227	606.00	60.00	126.00	174.00	282.00	46.5%	-21.5%
0589 Truman	125	25	113	263	4,350.00	3,293.00	75.7%	268	4,566.00	2,406.00	3,234.00	3,888.00	4,344.00	95.1%	-19.4%
0608 Van Buren	110	35	274	419	4,075.00	2,155.00	52.9%	443	3,066.00	840.01	1,836.01	2,130.01	2,736.01	89.2%	-36.3%
0616 Wright	61	38	173	272	2,613.00	1,523.00	58.3%	306	2,664.00	720.00	1,110.00	1,590.00	2,034.00	76.4%	-18.1%
Total Elementaries	2,852	628	3,603	7,083	100,344.00	73,180.00	72.9%	7,234	93,510.00	40,359.01	66,070.01	75,664.51	88,386.81	94.5%	-21.6%
GRAND TOTAL	6,945	1,235	7,450	15,630	\$ 459,149.00	\$ 344,568.00	75.0%	15,697	\$ 466,209.00	\$ 186,616.43	\$ 289,021.69	\$ 328,841.33	\$ 402,413.34	86.3%	-11.3%

	2019/2020 Book Fees		2018/2019 Book Fees	
Total Budgeted Book Fee Collections (Based On Prior Yr Count)	\$	459,149.00	\$	466,209.00
Actual Book Fees Collected	75.0%	\$ 344,568.00	86.3%	\$ 402,413.34
Unpaid, NOT Sent to Collections	27.4%	\$ 125,923.46	14.8%	\$ 69,092.50
Budget to Actual Variance	-2.5%	\$ (11,342.46)	-1.1%	\$ (5,296.84)
	100%	\$ -	100%	\$ -

Cedar Rapids Community School District
Audit Committee Review of Selected Local Revenue Accounts
For the Period Ending June 30, 2020 - Unaudited

100% of Budget Year Elapsed

	Current Year Budget				Prior Year Actuals			Current Year vs Prior Year	
	Annual Budget	Current YTD	Remaining Budget	Current YTD % of Budget	Prior Year	Prior YTD	Prior YTD % of Actual	CYTD vs PYTD Variance	CYTD vs PYTD % Difference
	Local Revenues								
1300 Tuition	\$4,250,844	\$4,540,780	(\$289,936)	106.82%	\$4,440,376	\$4,440,376	100.00%	\$100,404	6.80%
1400 Transportation Fees	\$107,000	\$39,528	\$67,472	36.94%	\$62,258	\$62,258	100.00%	(\$22,730)	(63.10%)
1500 Investment Income	\$650,000	\$400,631	\$249,369	61.64%	\$727,007	\$727,007	100.00%	(\$326,376)	(38.40%)
1700 District Student Activities	\$506,842	\$478,245	\$28,597	94.36%	\$551,882	\$551,882	100.00%	(\$73,636)	(5.60%)
1910 Rentals	\$175,000	\$148,818	\$26,182	85.04%	\$169,414	\$169,414	100.00%	(\$20,596)	(15.00%)
1920 Local Grants/Donations	\$592,342	\$639,551	(\$47,209)	107.97%	\$1,064,855	\$1,064,855	100.00%	(\$425,304)	8.00%
1940 Textbook Sales & Rentals	\$5,000	\$1,384	\$3,616	27.69%	\$15,179	\$15,179	100.00%	(\$13,795)	(72.30%)
1950 Admin Services - AEA	\$1,185,488	\$1,185,488	\$0	100.00%	\$1,022,568	\$1,022,568	100.00%	\$162,919	0.00%
1960 Sale of Services	\$640,000	\$559,078	\$80,922	87.36%	\$628,010	\$628,010	100.00%	(\$68,931)	(12.60%)
1980 Refund of PY Expenditures	\$5,000	\$27,798	(\$22,798)	555.97%	\$19,188	\$19,188	100.00%	\$8,610	456.00%
1990 Miscellaneous	\$653,878	\$878,405	(\$224,527)	134.34%	\$817,688	\$817,688	100.00%	\$60,717	34.30%
Total General Fund	\$8,771,394	\$8,899,708	(\$128,314)	101.46%	\$9,518,426	\$9,518,426	100.00%	(\$618,718)	1.50%
1500 Investment Income	\$110,000	\$77,219	\$32,781	70.20%	\$112,927	\$112,927	100.00%		(29.80%)
1980 Refund of PY Expenditures	\$60,000	\$26,498	\$33,502	44.16%	\$56,275	\$56,275	100.00%	(\$29,777)	(55.80%)
1990 Miscellaneous	\$2,500	\$55,576	(\$53,076)	2223.04%	\$1,425	\$1,425	100.00%	\$54,151	2123.00%
Total Management Levy Fund	\$172,500	\$159,293	\$13,207	92.34%	\$170,627	\$170,627	100.00%	(\$11,334)	(7.70%)
1500 Investment Income	\$458,000	\$453,498	\$4,502	99.02%	\$158,662	\$158,662	100.00%	\$294,836	(1.00%)
1990 Miscellaneous	\$161,970	\$226,336	(\$64,366)	139.74%	\$70,319	\$70,319	100.00%	\$156,017	39.70%
Total SAVE Fund	\$619,970	\$679,834	(\$59,864)	109.66%	\$228,981	\$228,981	100.00%	\$450,853	9.70%
1500 Investment Income	\$100,000	\$105,830	(\$5,830)	105.83%	\$140,634	\$140,634	100.00%	(\$34,804)	5.80%
1990 Miscellaneous	\$145,000	\$13,594	\$131,406	9.38%	\$89,308	\$89,308	100.00%	(\$75,714)	(90.60%)
Total PPEL Fund	\$245,000	\$119,424	\$125,576	48.74%	\$229,942	\$229,942	100.00%	(\$110,518)	(51.30%)
1500 Investment Income	\$341,683	\$321,641	\$20,042	94.13%	\$334,855	\$334,855	100.00%	(\$13,214)	(5.90%)
Total Debt Service Fund	\$341,683	\$321,641	\$20,042	94.13%	\$334,855	\$334,855	100.00%	(\$13,214)	(5.90%)
1500 Investment Income	\$30,000	\$24,649	\$5,351	82.16%	\$32,017	\$32,017	100.00%	(\$7,368)	(17.80%)
1600 Food Services	\$2,604,350	\$1,656,931	\$947,419	63.62%	\$2,439,783	\$2,439,783	100.00%	(\$782,853)	(36.40%)
1960 Sale of Services	\$36,500	\$23,276	\$13,225	63.77%	\$34,030	\$34,030	100.00%	(\$10,755)	(36.20%)
1980 Refund of PY Expenditures	\$0	\$1,000	(\$1,000)		\$0	\$0		\$1,000	
1990 Miscellaneous	\$16,000	\$10,313	\$5,687	64.45%	\$16,624	\$16,624	100.00%	(\$6,311)	(35.50%)
Total School Nutrition Fund	\$2,686,850	\$1,716,168	\$970,682	63.87%	\$2,522,454	\$2,522,454	100.00%	(\$806,286)	(36.10%)
1800 Community Services Activities	\$1,533,083	\$1,223,360	\$309,723	79.80%	\$1,413,990	\$1,413,990	100.00%	(\$190,630)	(20.20%)
1960 Sale of Services	\$111,000	\$110,859	\$141	99.87%	\$108,735	\$108,735	100.00%	\$2,124	(0.10%)
1990 Miscellaneous	\$16,105	\$22,973	(\$6,868)	142.65%	\$33,333	\$33,333	100.00%	(\$10,359)	42.60%
Total Five Seasons Day Care Fund	\$1,660,188	\$1,357,192	\$302,996	81.75%	\$1,556,057	\$1,556,057	100.00%	(\$198,865)	(18.30%)
1800 Community Services Activities	\$2,962,966	\$2,737,044	\$225,922	92.38%	\$2,911,329	\$2,911,329	100.00%	(\$174,285)	(7.60%)
1990 Miscellaneous	\$22,000	\$3,359	\$18,641	15.27%	\$25,161	\$25,161	100.00%	(\$21,801)	(84.70%)
Total Rockwell Day Care Fund	\$2,984,966	\$2,740,404	\$244,562	91.81%	\$2,936,489	\$2,936,489	100.00%	(\$196,086)	(8.20%)
Total Local Revenues	\$17,482,551	\$15,993,664	\$1,488,887	91.48%	\$17,497,832	\$17,497,832	100.00%	(\$1,504,168)	(8.50%)

CONSENT AGENDA

BA-21-004/04 Statement of Receipts, Disbursements, and Cash Balances Report – August 2020 (David Nicholson)

Exhibit: BA-21-004/04.1-2

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 August 31, 2020 were \$18,937,831.29 and cash disbursements were \$20,295,561.42. The investment balance on August 31, 2020 was \$65,910,111.99. Interfund transfers for the month ended August 31, 2020 were \$1,761,132.27. Year to date interfund transfers were \$3,460,118.27.

Recommendation:

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

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

<u>CASH</u>	<u>BALANCE</u> <u>7/31/2020</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>BALANCE</u> <u>8/31/2020</u>		
<u>General and Management Funds</u>						
10-General Fund	\$ 1,152,518.75	\$ 15,829,530.66	\$ 15,331,207.71	\$ 1,650,841.70		
22-Management Fund	3,836,134.52	17,551.02	253,795.12	3,599,890.42		
Total - General and Management Funds	<u>4,988,653.27</u>	<u>15,847,081.68</u>	<u>15,585,002.83</u>	<u>5,250,732.12</u>		
<u>Student Activity Fund</u>						
21-Student Activity Fund	\$ 1,393,247.67	\$ 19,514.83	\$ 77,714.50	\$ 1,335,048.00		
21-Cash on Hand	3,900.00	-	-	3,900.00		
Total-Student Activity Fund	<u>1,397,147.67</u>	<u>19,514.83</u>	<u>77,714.50</u>	<u>1,338,948.00</u>		
<u>Food & Nutrition</u>						
61-Food & Nutrition Fund	2,187,741.09	433,975.00	152,589.14	2,469,126.95		
61-Petty Cash	217.50	-	-	217.50		
Total - Food & Nutrition Fund	<u>2,187,958.59</u>	<u>433,975.00</u>	<u>152,589.14</u>	<u>2,469,344.45</u>		
<u>Daycare Fund</u>						
62-Five Seasons Daycare Fund	1,257,621.93	18,935.94	129,799.25	1,146,758.62		
65-Rockwell Daycare Fund	314,886.77	37,528.77	21,732.53	330,683.01		
65-Rockwell Daycare Petty Cash	200.00	-	-	200.00		
Total - Daycare Fund	<u>1,572,708.70</u>	<u>56,464.71</u>	<u>151,531.78</u>	<u>1,477,641.63</u>		
<u>Schoolhouse Funds</u>						
33-Secure Adv. Vision for Educ. (SAVE) Fund	3,228,084.79	1,559,041.45	2,760,393.16	2,026,733.08		
36-Physical Plant & Equip (PPEL) Fund	869,278.59	81,638.25	635,799.31	315,117.53		
40-Debt Service Fund	608,481.70	940,115.37	932,530.70	616,066.37		
Total - Schoolhouse Funds	<u>4,705,845.08</u>	<u>2,580,795.07</u>	<u>4,328,723.17</u>	<u>2,957,916.98</u>		
TOTAL CASH - ALL FUNDS	<u><u>\$ 14,852,313.31</u></u>	<u><u>\$ 18,937,831.29</u></u>	<u><u>\$ 20,295,561.42</u></u>	<u><u>\$ 13,494,583.18</u></u>		
<u>INVESTMENTS</u>						
<u>RESTRICTED INVESTMENT FUNDS</u>						
<u>Schoolhouse Fund-Held for Bond Payments</u>						
40-Debt Service Fund - Sinking Funds/UMB+Reg	\$ 13,040,412.41	\$ 932,587.86	\$ -	\$ 13,973,000.27		
40-Debt Service Fund - Sinking Funds/USB	192,500.00	192,500.00	-	385,000.00		
TOTAL RESTRICTED INVESTMENTS	<u><u>\$ 13,232,912.41</u></u>	<u><u>\$ 1,125,087.86</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 14,358,000.27</u></u>		
<u>UNRESTRICTED INVESTMENT FUNDS</u>						
	<u>BALANCE</u> <u>7/31/2020</u>	<u>PURCHASES</u>	<u>MATURITIES</u>	<u>BALANCE</u> <u>8/31/2020</u>		
<u>General and Management Funds</u>						
10-General Fund	\$ 15,000,000.00	\$ -	\$ 10,000,000.00	\$ 5,000,000.00		
10-General Fund CD's ISJIT	13,478,714.53	1,181.75	-	13,479,896.28		
22-Management Fund	3,000,000.00	-	-	3,000,000.00		
Total - General and Management Funds	<u>31,478,714.53</u>	<u>1,181.75</u>	<u>10,000,000.00</u>	<u>21,479,896.28</u>		
<u>Student Activity Fund</u>						
21-Student Activity Fund	217,874.96	45.23	0.40	217,919.79		
<u>Food & Nutrition</u>						
61-Food & Nutrition Fund	2,000,000.00	-	-	2,000,000.00		
<u>Schoolhouse Funds</u>						
33-Secure Adv. Vision for Educ. (SAVE) Fund	31,637,410.46	-	-	31,637,410.46		
36-Physical Plant & Equip (PPEL) Fund	10,500,000.00	-	-	10,500,000.00		
40-Debt Service Fund	267,385.46	-	192,500.00	74,885.46		
Total - Schoolhouse Funds	<u>42,404,795.92</u>	<u>-</u>	<u>192,500.00</u>	<u>42,212,295.92</u>		
TOTAL UNRESTRICTED INVESTMENTS	<u><u>\$ 76,101,385.41</u></u>	<u><u>\$ 1,226.98</u></u>	<u><u>\$ 10,192,500.40</u></u>	<u><u>\$ 65,910,111.99</u></u>		
<hr/>						
	<u>GENERAL</u> <u>FUND</u>	<u>STUDENT</u> <u>ACTIVITY FUND</u>	<u>FOOD &</u> <u>NUTRITION FUND</u>	<u>DAYCARE</u> <u>FUND</u>	<u>SCHOOLHOUSE</u> <u>FUND</u>	<u>ALL</u> <u>FUNDS</u>
BALANCES						
Cash	\$ 5,250,732.12	\$ 1,338,948.00	\$ 2,469,344.45	\$ 1,477,641.63	\$ 2,957,916.98	\$ 13,494,583.18
Restricted Funds	-	-	-	-	14,358,000.27	14,358,000.27
Investments	21,479,896.28	217,919.79	2,000,000.00	-	42,212,295.92	65,910,111.99
Total	<u><u>\$ 26,730,628.40</u></u>	<u><u>\$ 1,556,867.79</u></u>	<u><u>\$ 4,469,344.45</u></u>	<u><u>\$ 1,477,641.63</u></u>	<u><u>\$ 59,528,213.17</u></u>	<u><u>\$ 93,762,695.44</u></u>

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

Summary					
Month of August			Year to Date		
	Transfers In	Transfers Out		Transfers In	Transfers Out
Fund 10	General Fund	\$ 424,446.12	\$ -	\$ 433,298.74	\$ -
Fund 21	Student Activity Fund	-	7,665.42	-	7,665.42
Fund 22	Management Fund	-	-	-	-
Fund 33	SAVE Fund	404,155.45	1,336,686.15	581,916.07	2,856,708.91
Fund 36	PPEL Fund	-	416,780.70	-	417,802.32
Fund 40	Debt Fund	932,530.70	-	2,444,903.46	177,760.62
Fund 61	Food & Nutrition Fund	-	-	-	181.00
Fund 62	Day Care - 5 Seasons	-	-	-	-
Fund 65	Day Care - Rockwell	-	-	-	-
	Total	<u>\$ 1,761,132.27</u>	<u>\$ 1,761,132.27</u>	<u>\$ 3,460,118.27</u>	<u>\$ 3,460,118.27</u>

CONSENT AGENDA

BA-21-005/04 Investments Report - August 2020 (David Nicholson)

Exhibit: BA-21-005/04.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of August 2020. Investments purchased during the month totaled \$1,226.98, and investments redeemed during the month totaled \$10,192,500.40. The current interest rate for US Bank is 0.05%, in comparison to 2.02% at US Bank in August 2019. The interest rate for Iowa Schools Joint Investment Trust (ISJIT) for August 2020 was 0.10%, in comparison to 2.05% in August 2019.

INVESTMENTS - AUGUST 2020

BA-21-005/04.1

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)	
<u>General fund</u>						
Redeem	August 13, 2020	\$	5,000,000.00	US Bank	-	5,000,000.00
Redeem	August 28, 2020	\$	5,000,000.00	US Bank	-	5,000,000.00
Interest	August 31, 2020	\$	1,181.75	US Bank-ISJIT Aug'20 Int	1,181.75	-
Fund Total					1,181.75	10,000,000.00
<u>Student Activity Fund</u>						
Interest	August 31, 2020	\$	11.78		45.23	0.40
Fund Total					45.23	0.40
<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>						
N/A					-	-
Fund Total					-	-
<u>Physical Plant & Equipment Fund (PPEL)</u>						
N/A				US Bank	-	-
Fund Total					-	-
<u>Debt Services Fund</u>						
Redeem	August 1, 2020	\$	192,500.00	US Bank	-	192,500.00
Fund Total					-	192,500.00
<u>GRAND TOTAL</u>					\$ 1,226.98	\$ 10,192,500.40

CONSENT AGENDA

BA-21-007/02 Unspent Balance Report - June 2020 (David Nicholson)

Exhibit: BA-21-007/02.1

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 June 2020 is summarized for your review.

**Cedar Rapids Community School District
General Fund Unspent Balance
June 30, 2020**

BA-21-007/02.1

	September 30, 2019	June 30, 2020
	BASE MONTH	
	Actual	Actual
	FY2019	FY2020
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	2,337,353	\$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	178,493,029	\$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	\$17,055,710
+ GAAP Conversion Hold Harmless	\$0	\$0
= Maximum Authorized Budget	229,765,334	\$237,819,471
- Expenditures	212,709,624	\$227,270,944
= Unspent Authorized Budget (UAB)	17,055,710	\$18,033,220
+ Estimated Unspent Program Reserves	\$0	\$6,500,000
= "Revised" Unspent Authorized Budget (UAB)	\$17,055,710	\$17,048,527

OPERATING DAYS RESERVES: 29.27 27.38 29.95

General Fund: Employee Full Time Equivalent Status

Employee Category	Original Budgeted FTE's	Base FTE's	FTE's
	FY2019-20	June 30, 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-21-008/04 Open Enrollment - Denial - 2020-2021 School Year (John Rice)

Exhibit: BA-21-008/04.1

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 these student(s) commencing with the 2020-2021 School Year.

Board Meeting: Monday, September 28, 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>
O. Etter	C. Etter	6	Cedar Rapids Community School District	Clayton Ridge School District
Reason: Application filed late				
O. Etter	W. Etter	2	Cedar Rapids Community School District	Clayton Ridge School District
Reason: Application filed late				
K. Butterfield	K. Conner	0	Cedar Rapids Community School District	Marion Independent School District
Reason: Application filed late				

**TOTALS: 2 Clayton Ridge
1 Marion Independent**

CONSENT AGENDA

BA-21-009/04 Personnel Report (Linda Noggle)

Exhibit: BA-21-009/04.1-8

Action Item Roll Call

Recommendation:

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

BA-21-009/04 Personnel Report (Linda Noggle)**APPOINTMENTS - SALARIED STAFF**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Walls, Melissa	\$45,343.00	Eng. Specialist Polk	9/14/2020

GRANTING LEAVE OF ABSENCE - SALARIED STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Ohloff, Elizabeth	Military	Art Kennedy	9/30/2020

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Erbe, Stephanie	Personal	Strat I (MC) Hoover	9/21/2020
Garber, Chad	Personal	MN Tennis HD Washington	9/15/2020
Joens, Cael	Personal	Debate/Speech Asst. Kennedy	9/17/2020
Markey, Nicole	Personal	Strat II (Autism) Nixon	10/2/2020
McNee, Ann	Personal	Teacher ASAC	8/5/2020
Millacci, Tiffany	Personal	Strat II (BD) Truman	10/23/2020
Northern, Cody	Personal	Wrestling Asst. Jefferson	9/14/2020
Overlie, Gregory	Personal	4th Grade Viola Gibson	9/14/2020

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Alshamaileh, Reem	\$14.18	Bus Attendant ELSC	9/14/2020
Barrow, Amber	\$12.15	Crossing Guard Coolidge	9/22/2020
Brekke, Janet	\$12.20	Paraprofessional Taylor	9/22/2020
Carpenter, Haley	\$14.18	Bus Attendant ELSC	9/22/2020
Crowley, James	\$16.99	Van Driver ELSC	9/22/2020
Durian, Ashley	\$14.18	Bus Attendant ELSC	9/28/2020
Hendrix, Kayla	\$18.71	Bus Driver ELSC	9/22/2020
Johnson, Taylor	\$14.71	Media Secretary Truman	9/28/2020
McCue, Nicole	\$15.12	Attendance Secretary Jefferson	9/28/2020
McNamara, Clarine	\$14.18	Bus Attendant ELSC	9/14/2020
Nolte, Sarah	\$14.71	Media Secretary Cleveland	9/28/2020

GRANTING LEAVES OF ABSENCE - HOURLY STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Brown, Jody	Personal	Para/Crossing Guard Arthur	9/18/2020
Brown, Princess	Personal	Paraprofessional Taylor	9/11/2020

Ferguson, Shakida	Personal	Van Driver ELSC	9/12/2020
Franks, Shayna	Personal	Paraprofessional Van Buren	9/12/2020
Geiger, Dominique	Personal	Bus Attendant ELSC	9/12/2020
Hefner, Debra	Personal	Van Driver ELSC	9/12/2020
Reeves, Brian	Personal	Bus Attendant ELSC	9/12/2020
Sanders, Deyln	Military	Childcare 5 Season's/Arthur	9/22/2020

CHANGE OF GRADE / POSITION - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Gongwer, Courtney	\$20.74	Engineer Roosevelt	9/23/2020
Hamilton, Jonathon	\$19.16	Cust. 1 Lead - 3rd Shift Washington	9/14/2020
Hubble, Jesica	\$19.77	Elem. Engineer Harrison	9/14/2020
Martin, Zachary	\$20.17	Elem. Engineer Viola Gibson	9/18/2020
Rozek, Spencer	\$18.08	Custodian II Jefferson	9/9/2020

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Beard, Layloni	Personal	Paraprofessional Roosevelt	8/28/2020

Beltz, Misty	Personal	Secretary ELSC	9/18/2020
Bjork, Dawn	Personal	Paraprofessional Hiawatha	9/17/2020
Buck, Johnny	Personal	Bus Attendant ELSC	9/14/2020
Camenisch, Tony	Personal	Bus Driver ELSC	9/22/2020
Carlin, Zach	Personal	Custodian Franklin	9/29/2020
Crary, Angela	Personal	Paraprofessional Taylor	10/7/2020
Craven, Lewis	Personal	Bus Attendant ELSC	8/28/2020
Dauenbaugh, Jennifer	Personal	Food Service Asst. Nixon	9/4/2020
Devine, Angela	Personal	Paraprofessional Washington	9/11/2020
Elliot, Keahna	Personal	Bus Attendant ELSC	9/14/2020
Gronemeyer, Mallorie	Personal	Paraprofessional Jackson	9/16/2020
Hernandez Troche, Fatima	Personal	Bus Attendant ELSC	9/11/2020
Hooper, Angela	Personal	Paraprofessional Hoover	9/11/2020
Kelly, Paula	Personal	Health Secretary Franklin	9/11/2020

Kuba, Sherry	Personal	Paraprofessional Franklin	8/28/2020
Loecke, Sara	Personal	Childcare Assistant Collins Aerospace	10/1/2020
Molinari, Alicia	Personal	Bus Attendant ELSC	9/18/2020
Morrissey, Kristan	Personal	Paraprofessional Kenwood	9/10/2020
Northern, Cody	Personal	Paraprofessional Jefferson	9/14/2020
Oji, Amy	Personal	Food Service Asst. Washington	9/18/2020
Pennington, Shelly	Personal	Bus Driver ELSC	9/18/2020
Pobuda, Diane	Personal	Crossing Guard Truman	9/9/2020
Rehak, Brittany	Personal	Paraprofessional Jackson	9/10/2020
Richmond, Ronald	Personal	Bus Driver ELSC	9/18/2020
Shaffer, Kristy	Personal	Bus Attendant ELSC	9/14/2020
Steel-Cherry, Consuelo	Personal	Paraprofessional Roosevelt	9/14/2020
Thomas, Da'Keylah	Personal	Custodian ELSC	9/15/2020
Thompson, Josie	Personal	Paraprofessional Grant	5/14/2020

Varner, Ashley	Personal	Food Service Asst. Franklin	9/18/2020
Watkins, Amanda	Personal	Paraprofessional Taylor	9/10/2020
Webster, Patricia	Personal	Bus Driver ELSC	9/11/2020
Weinhold, Sascha	Personal	Van Driver ELSC	9/11/2020
Whitlock, Doriann	Personal	Paraprofessional Arthur	8/10/2020
Williams, Cindy	Personal	Bus Attendant ELSC	9/21/2020

RETIREMENTS - HOURLY STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Seavy, Gerald		Bus Driver ELSC	9/21/2020
Spina, Debra		Paraprofessional Grant Wood	9/11/2020

2020-2021 Level Changes – September 28th Board Agenda

LAST NAME	FIRST NAME	FTE	OLD LEVEL	OLD BASE	OLD FTE BASE	NEW LEVEL	NEW FULL BASE	NEW FTE BASE	FTE COST	CODE
Black	Alta	1.0	BA	\$56,971	\$56,971	BA+12	\$59,535	\$59,535	\$2,564	1
Baker	Tricia	1.0	BA+12	\$50,548	\$50,548	BA+24	\$52,823	\$52,823	\$2,275	1
Blick	Chloe	1.0	BA	\$46,829	\$46,829	BA+12	\$48,936	\$48,936	\$2,107	1
Bressler	Christal	1.0	BA+36	\$61,349	\$61,349	BA+48	\$62,576	\$62,576	\$1,227	1
Brown	Amy	1.0	MA	\$67,687	\$67,687	MA+15	\$71,071	\$71,071	\$3,384	1
Brown	Grant	1.0	MA+15	\$60,910	\$60,910	MA+30	\$63,956	\$63,956	\$3,046	1
Buerman	Julie	1.0	MA	\$68,477	\$68,477	MA+15	\$71,901	\$71,901	\$3,424	1
Camacho	Jessica	1.0	MA+15	\$67,249	\$67,249	MA+30	\$70,611	\$70,611	\$3,362	1
Cichoski	Victoria	1.0	BA	\$60,224	\$60,224	BA+12	\$62,934	\$62,934	\$2,710	1
Cliburn	Lindsey	1.0	BA	\$56,124	\$56,124	BA+12	\$58,650	\$58,650	\$2,526	1
Cliburn	Lindsey	1.0	BA+12	\$58,650	\$58,650	BA+24	\$61,289	\$61,289	\$2,639	1
Cliburn	Lindsey	1.0	BA+24	\$61,289	\$61,289	MA	\$64,353	\$64,353	\$3,064	2
Cossolotto	Matthew	1.0	MA	\$64,038	\$64,038	MA+15	\$67,240	\$67,240	\$3,202	1
Courtney	Melissa	1.0	MA+45	\$72,553	\$72,553	MA+60	\$74,730	\$74,730	\$2,177	1
Cushman	Rick	1.0	MA+30	\$73,022	\$73,022	MA+45	\$76,673	\$76,673	\$3,651	1
Czipar-Clemen	Jennifer	1.0	BA+12	\$63,062	\$63,062	BA+24	\$65,900	\$65,900	\$2,838	1
Deutsch	Elizabeth	1.0	MA+15	\$70,977	\$70,977	MA+30	\$74,526	\$74,526	\$3,549	1
Donahue	Molly	1.0	MA+45	\$81,526	\$81,526	MA+60	\$83,972	\$83,972	\$2,446	1
Engelbrecht	Joan	1.0	MA+30	\$73,784	\$73,784	MA+45	\$77,473	\$77,473	\$3,689	1
French	Kerri	1.0	BA	\$48,424	\$48,424	BA+12	\$50,603	\$50,603	\$2,179	1
Fritch	Wayne	1.0	MA+45	\$88,630	\$88,630	MA+60	\$91,289	\$91,289	\$2,659	1
Gahring	Mary	0.5	BA+12	\$55,591	\$27,796	BA+24	\$58,093	\$29,046	\$2,502	1
Gerst	Ruth	1.0	BA+12	\$52,224	\$52,224	BA+24	\$54,574	\$54,574	\$2,350	1
Granadillo	Maria	1.0	MA	\$64,037	\$64,037	MA+15	\$67,239	\$67,239	\$3,202	1
Hanes	Matthew	1.0	BA+24	\$52,768	\$52,768	MA	\$55,406	\$55,406	\$2,638	2
Hebrink	John	1.0	MA+15	\$71,671	\$71,671	MA+30	\$75,255	\$75,255	\$3,584	1
Henricksen	Lynelle	0.5	BA	\$46,660	\$23,330	BA+12	\$48,760	\$24,380	\$2,100	1
Herman	Jeremiah	1.0	BA	\$46,829	\$46,829	BA+12	\$48,936	\$48,936	\$2,107	1
Heubner	Teresa	1.0	BA+24	\$71,654	\$71,654	BA+36	\$73,087	\$73,087	\$1,433	1
Horton	Bradley	1.0	MA+75	\$81,287	\$81,287	MA+90	\$83,726	\$83,726	\$2,439	1
Johnson	Korey	1.0	BA	\$55,436	\$55,436	BA+12	\$57,931	\$57,931	\$2,495	1
Kilberger	Julie	1.0	MA+15	\$71,244	\$71,244	MA+30	\$74,806	\$74,806	\$3,562	1
Knapp	Kimberly	1.0	BA	\$57,430	\$57,430	BA+12	\$60,014	\$60,014	\$2,584	1
Koch	Jill	1.0	MA+30	\$68,509	\$68,509	MA+45	\$71,934	\$71,934	\$3,425	1
Kolthoff	Roberta	1.0	MA+45	\$78,981	\$78,981	MA+60	\$81,350	\$81,350	\$2,369	1
Kruse	Jessica	1.0	BA	\$46,660	\$46,660	BA+12	\$48,760	\$48,760	\$2,100	1
Kuch	Diane	1.0	BA+12	\$69,089	\$69,089	BA+24	\$72,198	\$72,198	\$3,109	1
Lashley	Gennifer	1.0	MA+45	\$65,284	\$65,284	MA+60	\$67,243	\$67,243	\$1,959	1
Lashley	Gennifer	1.0	MA+60	\$67,243	\$67,243	MA+75	\$69,260	\$69,260	\$2,017	1
Laska	Josie	1.0	BA+12	\$48,881	\$48,881	BA+24	\$51,081	\$51,081	\$2,200	1
Laska	Josie	1.0	BA+24	\$51,081	\$51,081	MA	\$53,635	\$53,635	\$2,554	2
LeMieux	Erin	1.0	BA+36	\$61,687	\$61,687	BA+48	\$62,921	\$62,921	\$1,234	1
LeMieux	Michael	1.0	MA+15	\$67,055	\$67,055	MA+30	\$70,408	\$70,408	\$3,353	1
Mallicoat	Craig	1.0	MA+15	\$67,497	\$67,497	MA+30	\$70,872	\$70,872	\$3,375	1
Meecker	Carina	1.0	BA	\$48,424	\$48,424	BA+12	\$50,603	\$50,603	\$2,179	1
Merritt	Amanda	1.0	BA	\$48,424	\$48,424	BA+12	\$50,603	\$50,603	\$2,179	1
Meyer	Beth	1.0	MA	\$61,463	\$61,463	MA+15	\$64,536	\$64,536	\$3,073	1
Miers	Kimberly	1.0	MA+30	\$76,547	\$76,547	MA+45	\$80,374	\$80,374	\$3,827	1
Miller	Jennifer	1.0	BA+24	\$54,325	\$54,325	BA+36	\$55,412	\$55,412	\$1,087	1
Mueller	Kristen	1.0	MA+60	\$77,351	\$77,351	MA+75	\$79,672	\$79,672	\$2,321	1
Nooteboom	Angela	1.0	BA+12	\$62,021	\$62,021	BA+24	\$64,812	\$64,812	\$2,791	1
Pieper	Alexis	1.0	MA	\$58,356	\$58,356	MA+15	\$61,274	\$61,274	\$2,918	1
Reeder	Holly	1.0	MA+30	\$73,750	\$73,750	MA+45	\$77,438	\$77,438	\$3,688	1
Riha	Lori	1.0	MA+15	\$74,459	\$74,459	MA+30	\$78,182	\$78,182	\$3,723	1
Ropa	Kris	1.0	MA+15	\$71,856	\$71,856	MA+30	\$75,449	\$75,449	\$3,593	1
Roth	Vincent	1.0	BA	\$53,970	\$53,970	BA+12	\$56,399	\$56,399	\$2,429	1
Schulte	Jillian	1.0	MA+60	\$78,731	\$78,731	MA+75	\$81,093	\$81,093	\$2,362	1

CONSENT AGENDA

BA-21-074 Amended Agreement - Cedar Rapids Community School District and Iowa Vocational Rehabilitation Services - TAP Program - 2020-2021 School Year (Wendy Parker)

Exhibit: BA-21-074.1-14

Action Item

Pertinent Fact(s):

1. The Amendment is to the previously approved Transition Alliance Program (TAP) Agreement which provides vocational rehabilitation services or pre-employment transition services to eligible students with an IEP or 504 plan.
2. Cell phone costs have increased due to a change in the carrier but funds from professional development have been reallocated so there is no change to the overall budget.
3. The Amended Agreement is for a one-year term ending September 30, 2021.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School District and Iowa Vocational Rehabilitation Services - TAP Program - 2020-2021 School Year.

AMENDMENT TO CONTRACT # 20-TAP-14

This amendment is dated September 8, 2020, and amends the Transition Alliance Program contract with beginning date of October 1, 2019 and ending date of September 30, 2020, between Iowa Vocational Rehabilitation Services and Cedar Rapids School District. The parties amend the contract as follows:

1. As permitted in Section III. Term; B. Renewals, IVRS hereby renews this contract for an additional 1 year term. The ending date of the contract will now be September 30, 2021.
2. Update Exhibits A-C for the October 1, 2020 to September 30, 2021 year as attached.
3. Update the Contract Shell Section VI. Compensation; J. Prior Approval as follows:

Change From:

J. Prior Approval. "Participant support costs" means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects (2 CFR §200.75). Conference is defined in 2 CFR §200.432 as a meeting, retreat, seminar, symposium, workshop, or event whose primary purpose is disseminating technical information beyond the non-Federal entity and is reasonable for successful performance of the award. Participant support costs are allowable with prior approval of the Federal awarding agency (2 CFR §§200.407(t) and 200.456). In the context of the Uniform Guidance requirements governing prior approval, a participant is a non-employee of the State VR agency who is attending the meeting, workshop, conference, seminar, symposium, or other instructional or information sharing activity.
Reimbursement through IVRS for registration, travel, subsistence allowance or stipends must have prior approval through our Federal Approving Entity. No costs will be reimbursed unless IVRS receives the prior approval.

To:

J. Prior Approval. "Participant support costs" means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects (2 CFR §200.75). Conference is defined in 2 CFR §200.432 as a meeting, retreat, seminar, symposium, workshop, or event whose primary purpose is disseminating technical information beyond the non-Federal entity and is reasonable for successful performance of the award. Participant support costs are allowable with prior approval of the Federal awarding agency (2 CFR §§200.407(t) and 200.456). In the context of the Uniform Guidance requirements governing prior approval, a participant is a non-employee of the State VR agency who is attending the meeting, workshop, conference, seminar, symposium, or other instructional or information sharing activity.
Reimbursement through IVRS for registration, travel, or subsistence allowance must have prior approval through IVRS. No costs will be reimbursed unless IVRS has given prior approval to the Contractor.

4. The total amount of the budget for October 1, 2020 to September 30, 2021 is \$359,537.80.

All other provisions of this contract and subsequent amendments remain in effect.

Iowa Vocational Rehabilitation Services

By: _____
David L. Mitchell

Date: _____

Cedar Rapids School District

By: _____

Date: September 28, 2020

Exhibit A (Cash Transfer)

Statement of Work and Performance Measures

INTRODUCTION

The Transition Alliance Program (TAP) develops and implements a new pattern of service to youth with disabilities. TAP services are provided through a service coordination model with a goal of obtaining competitive integrated employment and successful IVRS closure (status 26) for eligible youth.

TAP does not replace existing education or transition services to youth that are mandated under the Individual with Disabilities Education Act (IDEA). While the School District may assign personnel who provide services covered by the IDEA to provide services under this Contract, the School District must carefully separate and document the hours and services provided by such personnel under the TAP program.

Contractor (also referred to as “School District”) shall provide year-round TAP services solely to: (i) youth with disabilities who are eligible and actively receiving vocational rehabilitation services or Pre-Employment Transition Services (Pre-ETS) to Potentially Eligible (PE) students on an IEP or covered under the provisions of section 504; and (ii) applicants for IVRS services, however the services for applicants will be limited to diagnostic and assessment services to determine eligibility to receive IVRS services and Pre-ETS activities to all applicants and Potentially Eligible individuals. An applicant may receive access to other TAP services after IVRS has: (i) determined the applicant is eligible for vocational rehabilitation services; (ii) removed the applicant from the waiting list using the order of selection priority as provided in the State Plan; and (iii) notified the School District.

CONTRACTOR DUTIES AND RESPONSIBILITIES

TAP staff will document all services that are delivered and provide the necessary documentation to IVRS in accordance with the performance measures. The following are the Pre-ETS Required and Coordinated Activities that TAP staff are required to provide to high school students with disabilities based on the student’s individualized needs:

Pre-ETS Required Activities

- **Job Exploration Counseling** - counseling to assist the student with a disability to learn and understand: the demands of the workforce, types of jobs available and skill requirements needed to perform essential functions of the job, and job exploration experiences so the student with a disability can make an informed choice regarding their vocational goal both in selection, training and preparation for that goal
- **Work-Based Learning Experiences** - in-school or after school opportunities or experiences that are outside the traditional school setting that is provided in

an integrated environment to the maximum extent possible, including internships

- **Counseling on Opportunities** - counseling on how to enroll in comprehensive transition or post-secondary educational programs at institutions of higher education and what should be considered in the decision-making regarding the post-secondary training environment including disability supports, course of study related to the program, etc.
- **Workplace Readiness Training** - designed to develop social skills and independent living skills in order to demonstrate the work ethic, attitudes, and behaviors for a competitive integrated employment environment
- **Self-Advocacy Instruction** - training, instruction and counseling on self-advocacy skill development and may include establishing opportunities for peer mentoring

Pre-ETS Coordinated Activities

- Attending IEP meetings
- Working with employers to develop work opportunities for students such as: internships, summer employment, paid/unpaid work experiences
- Working with school staff to coordinate Pre-ETS activities
- Attending person-centered planning meetings for individuals receiving social security benefit

The following are the Pre-ETS Authorized Activities that TAP staff can provide to support IVRS with improving the transition of students with disabilities from school to postsecondary education or an employment outcome:

Pre-ETS Authorized Activities

1. Implement effective strategies that increase independent living and inclusion in their communities and competitive integrated workplaces
2. Develop and improve strategies for individuals with intellectual and significant disabilities to live independently, participate in postsecondary education experiences, and obtain and retain competitive integrated employment
3. Provide training to vocational rehabilitation counselors, school transition staff, and others supporting students with disabilities
4. Disseminate information on innovative, effective, and efficient approaches to implement Pre-ETS
5. Coordinate activities with transition services provided by local educational agencies under IDEA
6. Apply evidence-based findings to improve policy, procedure, practice, and the preparation of personnel
7. Develop model transition demonstration projects
8. Establish or support multi state or regional partnerships involving State, LEAs, VR agencies, developmental disability agencies, private businesses, or other participants

9. Disseminate information and strategies to improve the transition to postsecondary activities of members of traditionally unserved and underserved populations

Performance Measures:

1. Case notes will be completed directly into the IRSS Interface within five working days.
2. All TAP staff will complete a Personal Activity Report (PAR) to track their time when completing contractor activities, including Pre-ETS activities, contract activities, and non-contract activities as applicable.
3. A minimum of 60% of staff time will be used for providing Pre-ETS Required and Coordinated Activities.

Contractor shall provide services in the following three core areas. All services to be provided hereunder shall be new services that have a VR focus or existing services that have been modified, adapted, expanded, or reconfigured to have a VR focus.

I. Core Area 1: Referral and Eligibility Services

A. School District Responsibilities

1. Potentially Eligible (PE): All students on an IEP or covered under the provisions of section 504 are considered PE. While a student is PE they can receive all Pre-ETS activities before applying for services. If a student is identified as needing more intensive services, the TAP Staff or IVRS Staff will recruit the student to apply for services.
2. Refer potential applicants to IVRS.
3. Provide any existing assessment or diagnostic information from school records to IVRS.
4. After IVRS notifies the School District that a student is on the waiting list, TAP is only able to provide Pre-ETS activities until the student is released from the waiting list.
5. Update IRSS Interface.

B. Performance Measures

1. The School District shall maintain the number of potential applicants referred to IVRS based on the referral number established during the baseline year or from the previous Federal Fiscal Year (FFY) that the performance measure was met.
2. TAP will provide Pre-ETS activities to PE students and VR eligible students on the waiting list.
3. Documentation requirements for the PE must be followed.

C. IVRS Counselor Responsibilities

1. Complete intake on applicants referred to IVRS by TAP staff.
2. Gather medical and psychological information on an applicant to determine eligibility. Use rubric in schools when appropriate for the student.
3. Provide diagnostic and assessment services for applicants while awaiting IVRS eligibility determination, if appropriate.

4. Inform the School District and the applicant of IVRS' eligibility decision and, if applicable, waiting list category.

II. Core Area 2: Individualized Plan for Employment

The primary goal of TAP is for youth to be employed in competitive integrated employment by the time they have completed their TAP services. To achieve this goal, the School District will implement the IPE for each eligible student. The services to be provided by the School District include, without limitation:

A. School District Responsibilities

1. Participate in Individual Education Program (IEP) meeting to train students on self-advocacy skills.
2. Provide input to the IVRS Counselor and the student to assist in the preparation of the Individualized Plan for Employment (IPE) by the IVRS counselor. The IPE will identify available types of jobs for the TAP student and provide a good match between job opportunities and the student's choices, interests, and abilities. The IPE will then outline the services and training that the student will need to work and live in the community after high school.
3. Develop, maintain and record partnerships with local businesses to create employment opportunities for eligible students and update the Business Services website with this information.
4. Collaborate and provide Pre-ETS activities that assists eligible students to obtain and retain employment.

Job exploration counseling offered by the School District:

- IEP assessments
- K-Navigator
- I Have a Plan/4 year planning
- Small group work with instructional trainers
- School counselors are available for additional counseling when requested
- The school offers a variety of career technical education courses to all students

New and expanded job exploration counseling provided by TAP:

- TAP will work with the school team to set up business tours to assist students in exploring a variety of career options.
- TAP staff will coordinate job shadow opportunities with informational interviews for students as appropriate, followed by individualized consultation based on the needs and abilities to assist in determining a job match.
- TAP will provide virtual job shadow opportunities when needed and as able to do so, when circumstances do not allow for students to attend in person job shadows.

- TAP staff will link students with partner agencies and outside resources to assist in career exploration (these may include Job Corps, Community Colleges, Iowa Workforce, Apprenticeship Programs, etc.).
- TAP staff will encourage and assist students in career planning.
- TAP staff will assist students in comparing post-secondary training options versus on-the-job training.
- TAP staff will provide additional interest inventories to students followed by individualized review of information and labor market information in their interest areas.

Work-based learning experiences provided by the School District:

- The school partners with Kirkwood Community College for the Workplace Learning Connections that connects business and education in work-based learning activities for students. This program offers job shadows internships, and various career events.
- The school provides opportunities for the work experience program and co-op to students.

New and expanded work-based learning experiences provided by TAP:

- TAP staff will work with students to become involved with the Workplace Learning Connections to ensure student involvement.
- TAP staff will recommend that students participate in work experience class as appropriate (e.g. limited work history, lack of/limited appropriate work skills).
- TAP staff will meet students at their work experience sites to provide students with suggestions on improvement.
- TAP staff will collaborate with IEP teams and encourage work experiences in students' interest areas.
- TAP staff will seek volunteer experiences for students to build work history and gain vocational experiences.
- TAP staff will provide instructional training to students who require additional support in the work setting.
- TAP staff will assist employers with workplace accommodations necessary for students to maintain employment.
- TAP staff will meet with employers to discuss expanding unpaid work experience into paid work experiences.
- TAP staff will connect students with the WIOA Youth Program (when available) to assist in paid work experience.
- TAP staff will coordinate work-based learning opportunities and informational interviews for students and provide individual consultation to help identify a job match.
- TAP staff will encourage and assist students in career planning.

Counseling on Opportunities offered by the School District:

- Students have the opportunity to take the Accuplacer/ASVAB/NCRC.

- Counseling staff will have individual senior meetings to assist students in post-secondary planning.
- Counselors offer workshops focused on financial aid, FAFSA completion, and Getting Ready for College.
- Students have the opportunity to attend college visits (local community college). Instructional Trainers assist with this process.
- A variety of college representatives and other training program representatives (i.e. Iowa Works) visit the school on a regular basis.
- All students will create a 4-year career and academic plan.
- Students have the opportunity to participate in courses at the school Regional Academies and obtain college credit if prerequisites are being met.

New and expanded counseling on opportunities provided by TAP:

- TAP staff will utilize college resources and the Career Planning Guide to assist students in making post-secondary decisions.
- TAP staff will assist students in identifying a variety of opportunities available to them including internships, apprenticeships, STEM activities, and connections to Career Pathways.
- TAP staff will discuss Accuplacer/ASVAB/NCRC scores as applicable and how scores affect career planning.
- TAP staff will set up tours of post-secondary training options based on student interest (local community college, Job Corps, etc.)
- TAP staff will actively participate in team meetings to offer information about post-secondary options.
- TAP staff will link students with college disability services coordinators to discuss appropriate accommodations.
- TAP staff will connect students with outside agencies that provide training opportunities post-high school.
- TAP staff will assist students in practicing and preparing for the prerequisites for enrollment in PSEO (i.e. COMPASS test). TAP staff will work with the IEP team to assure students who qualify are considered for the PSEO classes that align with their IPE goal.
- TAP staff will assist students in completion of paperwork for post-secondary training such as FAFSA, college applications, etc.

Workplace readiness training offered by the School District:

- Iowa Workforce representatives occasionally come to buildings to support workplace readiness.
- The school offers the work experience program to special education students as well as co-op for all students.
- Instructional trainers work with students to assist with the job application process.
- The IEP team assists with appropriate workplace behaviors, social skills, hygiene, attendance, etc. as needed as defined by the IEP assessments.

- Soft skills training may occur in directed studies classes based on needs listed in the IEP for students in the area of working.

New and expanded workplace readiness training offered by the TAP:

- TAP staff will help students fill out job applications and provide instruction on how to make follow-up phone calls.
- TAP staff will provide students assistance with developing a resume and a guide sheet to aid in the application process.
- TAP staff will assist students with mock interviewing.
- TAP staff will discuss job descriptions and work expectations with students and assist students in understanding positions they applied for.
- TAP staff will meet with students to discuss appropriate workplace behaviors, social skills, hygiene, attendance, etc.
- TAP staff will assist students in completing necessary paperwork once jobs are obtained (e.g. W-2 paperwork).
- TAP staff will assist students in financial literacy training.
- TAP staff may facilitate the delivery of IVRS' Customer Service Academy to students in a small group setting.
- TAP staff connect students with IVRS' Job Focus Group

Self-advocacy instruction offered by the School District:

- School counselors will provide individual self-advocacy training.
- Students receive self-advocacy training through a youth leadership program offered at the school.
- There is a great deal of self-advocacy provided as training within the IEP process to students.

New and expanded self-advocacy instruction offered by the TAP:

- TAP will work with school counselors to provide individual self-advocacy training.
 - TAP staff will work with the IEP team to expand self-advocacy provided as training within the IEP progress to students.
 - TAP staff will work with students to learn about accommodations necessary in the workplace.
 - TAP staff will arrange meetings with students and employers to talk about accommodations and how to advocate for their own needs on the job.
5. Provide students with supported short term paid work experiences.
 6. Provide short-term instructional training when needed.
 7. Place students in occupations that match their stated employment goal in their IPE.
 8. Provide supported employment services utilizing the IVRS supported employment services process (if the student's needs are beyond what TAP is able to provide, the student will be discharged from TAP and referred to a

- Community Rehabilitation Provider [CRP] for services).
9. Provide short-term job coaching to students that require on-the-job supports to be successful in maintaining employment.
 10. Provide assistance to students and employers to address and resolve any work-related behaviors.
 11. Update IRSS Interface and Business Services website within five working days.

B. School District Performance Measures

1. The TAP will maintain or increase the number of 26 closures from the prior year.
2. At least 50% of TAP students will obtain paid work experience while in high school.
3. 100% of employed (status 26) TAP students will earn at least minimum wage.
4. At least 50% of employed (status 26) TAP students will earn above minimum wage.
5. The TAP will have at least a 10% annual increase in the number of businesses that participate in partnership activities.

C. IVRS Counselor Responsibilities

1. Develop and maintain partnerships with local businesses to create employment opportunities for students.
2. Provide guidance and counseling services to TAP students.
3. Provide disability consultation services to School District and employers.
4. Determine when TAP student's employment is stabilized and close IVRS case.

III. Core Area 3: Follow-along and Follow-up Services

Follow-along services are services provided that are designed to assure that the participant remains successfully employed and achieves a successful transition after rehabilitation (Status 26 closure). Follow-up services are at least annual contacts made by the School District with the individual after the follow-along services are completed and until the individual reaches age 25. The services to be provided by the School District include, without limitation:

A. School District Responsibilities

1. Make, at a minimum, quarterly contact with the TAP participant for a period of one year after Status 26 closure.
2. Make, at a minimum, annual contacts with the TAP participant during follow-up services until the participant reaches age 25 and/or is discharged from the program.
3. During follow-along and follow-up contacts, identify and provide any support services needed for the TAP participant to maintain or advance in employment.
4. Refer the TAP participant to adult agency service providers for new or additional services the participant may need.
5. Refer the participant back to IVRS if intensive, comprehensive services are needed.
6. Update IRSS Interface within five working days.

B. School District Performance Measures

1. The School District will contact 100% of participants receiving follow-along services on a quarterly basis during the first year after status 26 closure.
2. The School District will contact 100% of participants on an annual basis during follow-up services until the participant reaches age 25 and/or is discharged from

the program.

C. IVRS Counselor Responsibilities.

1. Provide disability consultation services to School District as needed.
2. Provide post-employment services as appropriate.

(End of Exhibit A)

**Exhibit B
ANNUAL BUDGET**

Budget for FFY2021

Expense	Amount
Salaries	\$243,000.00
Fringe Benefits	\$67,500.00
Travel	\$4,000.00
Materials & Supplies	\$2,700.00
Cell Phone	\$2,500.00
Conference/Training (capped@ \$5,000)	\$4,500.00
Federal Indirect Cost Rate=10.90%	\$35,337.80
Total Budget =	\$359,537.80
Cash Transfer Total =	\$179,768.90
<i>*See Cash Transfer Payment Schedule</i>	

****Cash Transfer Payment Schedule:***

Payment is due on the 28th of each month, starting 10/28/2020 in the amount of \$17,976.89. The payment amount is the Cash Transfer Amount divided into 10 equal monthly installments. The last payment is due 7/28/21. If the entire budget is not expended a refund may be due to the contractor. If the adjustment to the Cash Transfer Amount is \$5 or less, no refund will be due to the Contractor. If an increase in the budget is needed, an additional Cash Transfer Amount due is applicable.

Budget Narrative

Salaries: This budget line consists of the salary for 5 positions: 1 Facilitator, 3 Specialists, and 1 Job Coach. IVRS will only reimburse for the time the TAP employees devote to the TAP– this will be determined by the Personnel Activity Reports which will be completed at least monthly. This expense will be documented with Personnel Activity Reports, payroll journals, printouts from the district accounting system, etc.

Fringe benefits: This budget line consists of employer share of several fringe benefits for the TAP employees. The fringe benefits in this agreement are as follows: FICA/Medicare, IPERS, health insurance, life insurance, single-dental insurance, and long-term disability for the TAP employees. Payroll documentation including payroll journals, job description, and employment contract will be available to support all salary and fringe benefit costs charged to this agreement.

Travel: This budget line consists of mileage, meals, lodging, and other various travel expenses associated with the TAP. Mileage, meals and lodging will be claimed at current rates, and will not exceed state rates. Detailed travel documentation will be kept for mileage and receipts will be kept for lodging, registrations, and travel expenses including meals. Documentation should include a categorizing of expenses to show the corresponding activity from the PAR (i.e. travel for required, coordination, etc.) based on the reason for the travel.

Materials & Supplies: This budget line consists of instructional supplies, office expenses, equipment, printing, computer, etc. All supply costs will be directly related to this agreement and invoices will be kept to document cost. Documentation should include a categorizing of expenses to show the corresponding activity from the PAR (i.e. supplies for required, coordination, etc.) based on the use of the supply.

Cell Phone: This budget line consists of costs associated with staff cell phones used for this project. This is a phone which is owned by Cedar Rapids Community Schools and issued to the staff. IVRS will not be charged for the purchase of the phones themselves. This expense will be documented with monthly invoices.

Conference/Training: This budget line consists of costs associated with attending conferences or training of the staff. Registration receipts, lodging, meal & other receipts and documentation required. Prior Approval is required for related costs for training and conferences (see Section VI. Compensation-J.) Please refer to the Prior Approval process or contact IVRS Financial for further guidance. This budget line is capped at \$5,000. Documentation should include an agenda for the training, which categorizes the sessions you plan to attend to show the corresponding activity from the PAR (i.e. session for required, coordination, etc.) based on the description of the session.

Federal Indirect Cost Rate: This budget line consists of indirect costs associated with the contract at the Contractor's federally approved indirect cost rate, which is 10.90%.

Notification of Staff Changes:

Please contact IVRS Financial and the contract manager as major staff changes occur. Please include the temporary plan for meeting the needs of this contract, who will cover those duties, an estimated timeframe for temporary change, permanent plan for replacement, and possible impact on the budget. Documentation required for your claim may change due to the staff changes.

Miscellaneous:

Additional documentation may be requested upon review of claims submitted in order to make sure costs are allowable, allocable and reasonable.

(End of Exhibit B)

EXHIBIT C REPORTS

A. QUARTERLY PROGRESS REPORT

1. Overview

Contractor shall submit a Quarterly Progress Report in which it will describe Transition Alliance Program (TAP) services and operations, participant characteristics, and outcomes achieved during the quarter. The quarters are based on the federal fiscal year, October 1-September 30.

2. Quarterly Report Format

IVRS Resource Manager will provide the Quarterly Report template to the Contractor to be used for the entire FFY. All four quarters will be reported on the same document along with IVRS Analysis/Recommendations for each quarter.

3. Due Date and Submission

Quarterly Progress Reports are due within five working days after the end of the quarter (January 8, April 7, July 8, and October 7). Contractor shall submit reports to the IVRS Resource Manager via electronic mail. Signatures and certification may be provided by electronic signature or in portable document format (PDF). Hard copies of the progress reports or attachments to it will not be accepted without the approval of the IVRS Resource Manager.

4. Content

- a. Budget Status: The Contract Financial Contact will be required to fill in this area based on the approved budget contained in the Contract, indicate if the Contractor is within budget and provide a report of expenditures for the reported period. If over budget, indicate by how much, the reasons why and the impact this will have on the project. Also, indicate the plan for addressing and remedying any actual or anticipated budget shortfalls. Changes to the Statement of Work due to budget considerations or changes in strategy must be approved by strategy must be approved by IVRS.
- b. Primary Tasks: Provide the updated Quarterly Progress Report which describes the work completed during the reporting period. Include or attach supporting documents or information as needed.
- c. Problems or Delays: Describe any unexpected problems encountered and the impact or possible impact on overall performance of the Contract.
- d. Performance Measures: Provide all performance measures as required in Exhibit A for the quarter and year-to-date.

B. YEAR END SUMMARY REPORT

1. Overview

Contractor shall submit a summary report at the end of the federal fiscal year in which it provides a description of the activities undertaken in performance of the Contract during the previous year, including examples of specific achievements and outcomes. The Contractor shall provide information demonstrating substantial progress in achieving the objectives of TAP and data that assists IVRS in demonstrating the

usefulness and effectiveness (including cost-effectiveness) of TAP. Continued funding of TAP is contingent upon the satisfactory completion of the prior year's activities, including meeting the performance measures as provided in the Quarterly Progress Reports. Any performance measure not met at FFY will require a corrective action plan.

2. Due Date and Submission

Year End Summary Report will be found within the Quarterly Progress Report for 4th Quarter and is due October 7, 2021. Contractor shall submit the report to the IVRS Resource Manager via electronic mail. Signatures may be provided by electronic signature or in portable document format (PDF). Hard copies of the reports or attachments to it will not be accepted without the approval of the IVRS Resource Manager.

(End of Exhibit C)

CONSENT AGENDA

BA-21-075 **Final Approval – Franklin Middle School - Asphalt Repairs Project – Certificate of Substantial Completion (Rich Reysack)**

Exhibit: BA-21-075.1-2

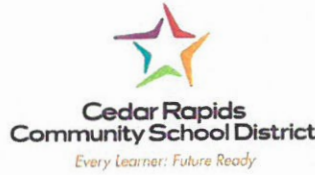
Action Item

Pertinent Fact(s):

The project was completed for the contract price of \$43,750 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on September 8, 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 – Franklin Middle School - Asphalt Repairs Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Franklin Middle School Asphalt Repairs 2020

CONTRACTOR: Hansen Asphalt 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: \$43,750.00
CHANGE ORDERS: \$ 0.00
CONTRACT TOTAL \$43,750.00

CONTRACT DATE: February 13th, 2020

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

2-inch milling and 2-inch overlay of parking lots

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

Cait U. U.

Name

9/8/2020

Date

Project Supervisor

Richard E. Rupp

Name

9-8-2020

Date

Formal board action taken on September 28, 2020 accepted the project.

Board of Education Secretary _____ Date September 28, 2020



P.O. Box 1668 Iowa City, IA 52244
www.hansenasphalt.com
Office: 319-351-8395
Cell: 319-321-5998
Fax: 319-248-2916
clint@hansenasphalt.com

Hansen Asphalt

Invoice

Bill To: C R Schools
rreysack@crschools.us

Invoice No: 881
Date: 07/15/2020
Terms: NET 14

Description	Quantity	Rate	Amount
Franklin	1	\$43,750.00	\$43,750.00
Payment	1	-\$41,562.50	-\$41,562.50
		Subtotal	\$2,187.50
		Total	\$2,187.50
		PAID	\$0.00

Balance Due \$2,187.50

Hansen Asphalt

Client's signature

CONSENT AGENDA

BA-21-076 **Final Approval – Cleveland Elementary and Cedar River Academy at Taylor Elementary Schools - Asphalt Repairs Project - Certificate of Substantial Completion (Rich Reysack)**

Exhibit: BA-21-076.1-2

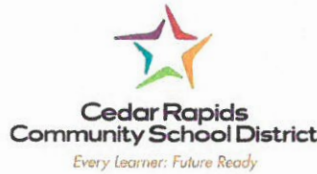
Action Item

Pertinent Fact(s):

The project was completed for the contract price of \$32,060 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on September 8, 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 – Cleveland Elementary and Cedar River Academy at Taylor Elementary Schools - Asphalt Repairs Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Cleveland Elementary School and Taylor Elementary School Asphalt Repairs 2020

CONTRACTOR: Hansen Asphalt 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: \$32,060.00
CHANGE ORDERS: \$ 0.00
CONTRACT TOTAL \$32,060.00

CONTRACT DATE: February 13th, 2020

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

2-inch milling and 2-inch overlay of parking lots

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

Crist W. Th

Name

9/8/2020

Date

Project Supervisor

Bruce E. Ray

Name

9-8-2020

Date

Formal board action taken on September 28, 2020 accepted the project.

Board of Education Secretary _____ Date September 28, 2020

P.O. Box 1668 Iowa City, IA 52244
www.hansenasphalt.com
Office: 319-351-8395
Cell: 319-321-5998
Fax: 319-248-2916
clint@hansenasphalt.com



Hansen Asphalt

Invoice

Bill To: C R Schools

Invoice No: 882
Date: 07/15/2020
Terms: NET 14

Description	Quantity	Rate	Amount
Taylor	1	\$32,060.00	\$32,060.00
Cleveland			
Payment	1	-\$30,457.00	-\$30,457.00
		Subtotal	\$1,603.00
		Total	\$1,603.00
		PAID	\$0.00

Balance Due \$1,603.00

Hansen Asphalt

Client's signature

CONSENT AGENDA

BA-21-077 Agreement – Cedar Rapids Community School District and First Congregational United Church of Christ - Use of Facilities 2020-2021 School Year (Eric Christenson)

Exhibit: BA-21-077.1-3

Action Item

Pertinent Fact(s):

The on-going Agreement will provide additional parking to the Church at the District's Johnson STEAM Academy for the Church's programs and for the purpose of the Church providing use of its facilities for the District's Johnson STEAM Academy events.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement with Cedar Rapids Community School District - Johnson STEAM Academy and The First Congregational United Church of Christ for the 2020-2021 School Year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
FIRST CONGREGATIONAL UNITED CHURCH OF CHRIST
FOR USE OF FACILITIES**

THIS AGREEMENT is made and entered into on the 3rd day of September 2020, by and between the Cedar Rapids Community School District (District) and First Congregational United Church of Christ (Church). The District and the Church agree as follows:

1. **PURPOSE.** The parties have entered into this Agreement for the purpose of the District providing additional parking to the Church at the District's Johnson STEAM Academy for the Church's programs and for the purpose of the Church providing use of its facilities for the District's Johnson STEAM Academy events.
2. **TERM.** The term of this Agreement shall be from the date it is executed by the parties to June 30, 2021.
3. **RESPONSIBILITIES OF THE PARTIES**

The Church shall.

- A. Jointly schedule with the District the Church's use of the District's facilities. The Church's use of the District's facilities shall not interfere with District's use of its facilities and shall be pursuant to the District's policies, rules, and regulations for the use of the District's facilities.
- B. Make any necessary repairs to District facilities caused by Church activities.
- C. Provide the principal of the District's Johnson STEAM Academy an initial schedule of the use of the Church's facilities and any revised use schedules as quickly as possible.
- D. Make the Church's facilities available for the District's use as set out in this agreement.
- E. Provide the District with use of the Church's facilities without cost.

The District shall:

- A. Jointly schedule with the Church the District's use of the Church's facilities. The District's use of the Church's facilities shall not interfere with Church's use of its facilities and shall be pursuant to the Church's policies, rules, and regulations for the use of the Church's facilities.
- B. Make any necessary repairs to Church facilities caused by District activities.
- C. Provide the Church an initial schedule of use of the District's facilities and any revised use schedules as quickly as possible.
- D. Make the District's facilities available for the Church's use as set out in this agreement.

E. Provide the Church with use of the District's facilities without cost.

4. INSURANCE AND INDEMNIFICATION

- A. The Church will provide a certificate of insurance naming the District as additional insured for the Church's use of the District's facilities with general liability insurance limits of \$2,000,000 and a governmental immunity endorsement.
- B. The District will indemnify and hold harmless the Church 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 Church 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 Church negligence or willful misconduct in the performance of its duties under this Agreement.

5. TERMINATION

This Agreement shall automatically terminate on June 30, 2021 or upon mutual agreement by both parties. Each party shall notify the other of its intent to continue this Agreement by March 15, 2021. If the parties mutually agree to continue this Agreement for another school year, a new agreement will be developed for the 2021-22 school year consistent with the intent and agreement of the parties.

6. MISCELLANEOUS PROVISIONS.

- A. This Agreement contains the entire understanding between the District and the Church and cannot be changed or terminated orally, but only by an agreement in writing signed by the District and the Church.
- B. Should any paragraph or provision of this Agreement be declared illegal by a court of agency of competent jurisdiction, then that paragraph or provision shall be deleted from this Agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provisions of this Agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.
- C. There are no third party beneficiaries to this Agreement. The Agreement is intended only to benefit the District and the Church.
- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

7. CONTACT PERSON

The Contact Persons set out below shall serve until the expiration of the Agreement or the designation of a substitute contact person. In the event that the Church Contact Person should change during the agreement, the Church shall contact the Office of Learning and Leadership (319-558-2247) to update their contact information. 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:

For the District:

Principal – Johnson STEAM Academy
Cedar Rapids Community School District
355 18th Street SE
Cedar Rapids, IA 52403
319-558-2174

Cedar Rapids Community School District
of Christ

By: _____
Board Secretary

Date: September 28, 2020

For the Church:

Rev. Rev. Melanie Van Weelden
361 17th St. SE
Cedar Rapids, IA 52403
319-362-1926
melanie@firstchurchcr.org

First Congregational United Church

By: _____
Director

Date: _____

CONSENT AGENDA

BA-21-078 Agreement - Cedar Rapids Community School District and Des Moines Area Community College for Concurrent Enrollment Courses - 2020-2021 School Year (John Rice)

Exhibit: BA-21-078.1-4

Action Item

Pertinent Fact(s):

The Cedar Rapids Community School District will be offering Des Moines Area Community College courses for German onsite for the 2020-2021 School Year.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Des Moines Area Community College for Concurrent Enrollment Courses during the 2020-2021 School Year.

EDUCATIONAL SERVICE AGREEMENT

DMACC CAREER ADVANTAGE CONCURRENT ENROLLMENT

This is an Educational Service Agreement between Des Moines Area Community College (DMACC) and Cedar Rapids Community School District (School District).

1. **PURPOSE**

The purpose of this agreement is to establish a DMACC Career Advantage Program for concurrent enrollment in cooperation with the School District.

2. **DESCRIPTION**

- A) DMACC agrees to provide the college courses offered through the Career Advantage Program. The concurrent students will receive DMACC college credits upon successful completion of the course.
- B) The Career Advantage Program/Course will be established and coordinated between DMACC and the School District.

3. **ADMINISTRATION OF THE CAREER ADVANTAGE PROGRAM**

- A) The School District and DMACC will jointly administer the program for the duration of this contract. The School District will be responsible for:
 - 1. Curriculum and instruction in cooperation with DMACC.
 - 2. Evaluation and grades
 - 3. Ordering of equipment and supplies
 - 4. Providing the calendar
 - 5. Providing space for the program.
 - 6. Facilities and Custodial Services.
 - 7. Providing course syllabi.

8. Compliance with national, state, and local standards regarding student safety, facilities, and equipment.
- B) DMACC will be responsible for:
1. Sharing curriculum and monitoring programming.
 2. Granting credits earned by program participants.
 3. Certifying staff as DMACC certified staff.
 4. Providing examples of course syllabi for the courses.
 5. Providing opportunities for student career planning through a variety of ways.
- C) The School District and DMACC will:
1. Jointly ensure that the courses are of the same quality as a course offered on a community college campus.
 2. Jointly ensure postsecondary student access to the course/program.
 3. Jointly determine appropriate class sizes.
 4. Jointly ensure the programming meets the Sr. Year Plus, State of Iowa guidelines, NACEP guidelines, and DMACC guidelines.
- D) It is further mutually agreed that:
1. Upon termination of the foregoing program, any student materials provided by the School District shall remain the property of the School District and any property provided by DMACC shall remain the property of DMACC.
 2. The School District agrees to provide liability insurance with respect to conduct of the educational program described above. The School District agrees to have DMACC named as an additional insured when determined necessary pursuant to the aforesaid liability policy.
 3. Each party will comply with provisions of the Carl Perkins Vocational Education Act, Sr. Year Plus, State of Iowa guidelines, NACEP guidelines, and DMACC guidelines whenever applicable.
 4. Each party will follow all state and federal statutes regarding nondiscrimination on the basis of race, marital status, color, national

origin, ancestry, sex, sexual orientation, gender identity, age, handicap, religion, or economic status.

5. Each party will designate in writing to the other party a person to coordinate all matters in connection with respect to the Career Advantage Program offered at the School District.

4. **ADMISSION INTO THE CAREER ADVANTAGE PROGRAM**

- A) The School District will identify and provide guidance and counseling for potential students interested in the program offered at each location. The School District agrees to make a good faith effort in recruiting students that have a high probability of successfully completing the courses and meet Sr. Year Plus, State of Iowa guidelines, NACEP guidelines, and DMACC guidelines.
- B) The School District will adhere to established course sequences and recommended high school courses which meet or exceed the minimum academic and technical proficiencies. Additional information is provided by DMACC in course sequence grids, Program Information Briefs, The Academic Skills Guide, and program informational and recruitment flyers.
- C) The School District will designate a liaison to provide special guidance and monitoring of individual student performance.
- D) The School District agrees to meet with DMACC counseling and/or program staff when necessary to review policies, procedures, and make suggestions for improving student success.
- E) Each student will complete the necessary DMACC material to register for each semester.
- F) The School District agrees to notify DMACC of the name, address, identification number and telephone number of the students enrolled in the program upon request.

5. **INDEMNITY**

To the extent permitted by Iowa law, DMACC and the School District will each indemnify and hold the other harmless from any and all claims, causes of action, attorney

fees, cost or other expenditures occasioned by the undertakings assumed by each, respectively, in this instrument.

6. **FINANCIAL REQUIREMENTS FOR PROGRAM.**

- A) Costs for textbooks, tools, equipment and materials will be the responsibility of the said school district.
- B) The School District agrees to pay for the cost of the instructor.
- C) The School District agrees to pay DMACC \$130 per student enrolled in each course.
- D) The School District will have full financial responsibility for its students who are enrolled two weeks after the start of the semester.

7. **DURATION**

This agreement is effective starting July 1, 2020 and will automatically renew each year unless notification of intent to terminate is given by either party not later than February 15, of the following year.

8. **EXECUTION**

This Agreement becomes effective only after all parties have signed, whether on the same or separate pages of this Agreement.

Rob Denson, President
Des Moines Area Community College

Date

September 28, 2020

School District Representative

Date

Cedar Rapids Community School District

CONSENT AGENDA

BA-21-079 **Approval – Renewal of National School Boards Association (NSBA) Membership (Nancy Humbles)**

Exhibit: BA-21-079.1

Action Item

Pertinent Fact(s):

1. NSBA is a not-for-profit federation of state associations of school boards across the United States. Their mission is to foster excellence and equity in public education through school board leadership. They achieve that mission by representing the school board perspective before federal government agencies and with national organizations that affect education, and by providing vital information and services to state associations of school boards and local school boards throughout the nation.
2. NSBA advocates local school boards as the ultimate expression of grassroots democracy. NSBA supports the capacity of each school board – acting on behalf of and in close concert with the people of its community – to envision the future of education in its community, to establish a structure and environment that allow all students to reach their maximum potential, to provide accountability for the community on performance in the schools, and to serve as the key community advocate for children and youth and their public schools.

Recommendation:

It is recommended that the Board of Education approve the NSBA Membership Renewal for the period of January 1, 2021 – December 31, 2021.



National School Boards Association
1680 Duke Street FL2, Alexandria, VA 22314-3493
Phone: 703-838-6722 FAX: 703-683-7590
Federal ID #: 36-2210015

RECEIVED SEP 18 2020
RPA Needed vae

Bill To:

Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405-1015
United States

Invoice

Invoice #:	ORD-18272-M6W6B8
Invoice Date:	9/12/2020
Customer ID #:	8399
Purchase Order:	
Bill To ID #:	8399

Student Enrollment: 17,000

Description	Amount
Cedar Rapids Community School District - NatCon	\$8,620.00
Enrollment Category: 2021 January - National Connection - 15,000+	
For The Period: 1/1/2021 To 12/31/2021	
TOTAL DUE IN US FUNDS	\$8,620.00

Your district's National Affiliate fees include subscriptions to American School Board Journal at the non-deductible discounted rate of \$30 per subscription, for your full school board and superintendent.

Please send payment to: NSBA, PO Box 1807, Merrifield, VA, 22116-8007

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

Invoice #:	ORD-18272-M6W6B8	Bill To ID #:	8399
Invoice Date:	9/12/2020 4:00 AM	Customer ID #:	8399

Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405-1015
United States

PLEASE SEND PAYMENTS TO:
National School Boards Association
NSBA, PO Box 1807, Merrifield, VA, 22116-8007

Laurel A. Day

Board Secretary

Date

CONSENT AGENDA

BA-21-080 **Agreement – Cedar Rapids Community School District and Iowa State University Extension and Outreach Linn County - 2020-2021 School Year (Adam Zimmermann/Stephanie Neff)**

Exhibit: BA-21-080.1-8

Action Item

Pertinent Fact(s):

1. Iowa State University Extension and Outreach Linn County will provide nutrition education in fourteen elementary buildings with funding from the Iowa Nutrition Network School Grant Program (INNSGP) administered through the Iowa Department of Public Health in the amount of \$77,354.
2. CRCSD will provide necessary space, coordination, and fiscal oversight of the program to support Iowa Core 21st Century Health Literacy Standards at the Elementary level through the Pick A Better Snack (PABS) Program.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between Cedar Rapids Community School District and Iowa State University Extension and Outreach Linn County for the 2020-2021 School Year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND IOWA STATE UNIVERSITY EXTENSION AND OUTREACH LINN COUNTY
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **28th** day of **September 2020**, by and between the Cedar Rapids Community School District (the “District”) and **Iowa State University Extension and Outreach Linn County (ISUEO)**. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide skill development and nutrition education through the coordination of resources and other joint and cooperative action between the District and **ISUEO** to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **October 1, 2020** to **September 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

ISUEO agrees to the following:

- A. Provide services at Garfield Elementary, Grant Elementary, Grant Wood Elementary, Harrison Elementary, Hoover Elementary, Johnson STEAM Academy, Kenwood Leadership Academy, Cedar River Academy at Taylor, Van Buren Elementary, Cleveland Elementary, Arthur Elementary, Hiawatha Elementary, Nixon Elementary and Wright Elementary as indicated in Attachment 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).**
- 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. **ISUEO** 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 **ISUEO**. The employees of the **ISUEO** 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. **ISUEO** 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. **ISUEO** shall return any and all data collected, maintained, created or used in the course of the performance of the Agreement in whatever form it is maintained. **ISUEO** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- G. **ISUEO** 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 monthly invoices and supporting documentation including detailed expenditures electronically (See ATTACHMENT B).

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **ISUEO** 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. Identify required output and outcome measures and develop a reporting mechanism for data reports as appropriate.
- 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 district administrator in a timely manner to facilitate collaborative resolution of barriers.

F. Disburse funding of no more than **\$77,354** based on monthly claims submitted by ISUEO to CRCSD via email.

4. INSURANCE AND INDEMNIFICATION

A. During the duration of this Agreement, **ISUEO** 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 **ISUEO** 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. **ISUEO** 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, **ISUEO** 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 Equity shall be designated as the administrator of the Agreement.
- B. A 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. **ISUEO** 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 **ISUEO** may involve the presence of the **ISUEO** employees or volunteers upon the real property of the schools of the District.
- B. **ISUEO** 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. **ISUEO** 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. **ISUEO** hereby certifies that no one who is an owner, operator or manager of **ISUEO** has been convicted of a sex offense against a minor. **ISUEO** 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 **ISUEO** 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. **ISUEO** 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 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>RaeAnn Gordon</u> Linn County Director 383 Collins Rd NE Suite 201 Iowa State University Extension and Outreach – Linn County Cedar Rapids, IA 52402 319-377-9839 raeannb@iastate.edu</p>
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Cedar Rapids Community School District

By: _____
Board Secretary

Date: September 28, 2020

Iowa State University Extension and Outreach Linn County

By: _____
Executive Director

Date: _____

ATTACHMENT A SCOPE OF WORK

Provide Farm-to-School activities as outlined in the FY21 Iowa Nutrition Network School Grant Program (INNSGP) proposal including the following:

- Direct and provide oversight of FoodCorps members who work collaboratively with building staff to support gardens, implement cafeteria taste tests, and integrate nutrition education into the curriculum
- Provide monthly Pick A Better Snack lessons in K-2 classrooms at approved buildings in compliance with district COVID protocols and procedures
- Coordinate with the Fresh Fruit and Vegetable Program
- Promote the Summer Food Service Program
- Implement parent engagement strategies
- Support integration of garden education in the curriculum
- Offer nutrition education out of school time (i.e. after school/early release)

**ATTACHMENT B
IOWA NUTRITION NETWORK SCHOOL GRANT PROGRAM**

- Iowa Department of Public Health or it's duly authorized representative will have access, for the purpose of audit and examination, any document papers, time sheets, and records of the ISUEO pertinent to the activities of the INNSGP. These will be submitted to CRCSD with monthly invoices.
- Any activities related to the INNSGP will meet provisions in the contract between CRCSD and Iowa Department of Public Health, to be approved by the Board of Education on 09/28/2020, or in subsequent amendments.
- Expenses for the INNSGP will only be accepted for the time period October 1, 2020 through September 30, 2021 based on the following budget:

Expense	Description	Cost
Nutrition Coordinator/Educator	20 hours/week @ \$21/hour	\$21,702
Nutrition Educator 1	8 hours/week @ \$17.50/hour	\$6,720
Nutrition Educator 2	10 hours/week @ \$15.00/hour	\$7,750
FoodCorps Service Members	2 @ \$7,500 each	\$15,000
Travel and Supplies	Educational materials, mileage, cooler bags, tasting foods.	\$18,742
PSE Farm to School	Garden education for 3 rd graders in 4 buildings	\$3,200
Indirect	Administrative Cost	\$4,240
TOTAL		\$77,354

CONSENT AGENDA

BA-21-081 Agreement – Cedar Rapids Community School District and Iowa Department of Public Health – Iowa Nutrition Network School Grant Program (David Nicholson/Stephanie Neff)

Exhibit: BA-21-081.1-8

Action Item

Pertinent Fact(s):

1. The Cedar Rapids Community School District was awarded funding in the amount of \$82,154 from the Iowa Nutrition Network School Grant Program through the Iowa Department of Public Health. The contract period October 1, 2020 through September 30, 2021.
2. The project period is October 1, 2018 through September 30, 2024. The contract is renewed annually – funding may vary slightly depending on annual projects.
3. Cedar Rapids Community School District will subcontract with Iowa State University Extension, Matthew 25 and Iowa Valley Resource Development and Conservation to integrate nutrition education into the curriculum at 14 elementary buildings, provide opportunities to use school gardens as a learning tool in five buildings, and extend education to develop lifelong physical activity habits in four buildings.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and the Iowa Department of Public Health for the Iowa Nutrition Network School Grant Program.



Protecting and Improving the Health of Iowans

Kim Reynolds, Governor

Adam Gregg, Lt. Governor

Kelly Garcia, Interim Director

Contract Declarations & Execution Page

CONTRACT #: 5881NU07	PROJECT TITLE: Iowa Nutrition Network School Grant Program
CONTRACTOR LEGAL NAME AND ADDRESS: Cedar Rapids Community School District PO Box 879 Cedar Rapids, IA 52406	PROJECT PERIOD: October 1, 2018 through September 30, 2024
STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #: 00002131356	CONTRACT PERIOD: October 1, 2020 through September 30, 2021
IOWA CODE CHAPTER 8F DESIGNATION: This contract is NOT covered by Iowa Code chapter 8F	TOTAL CONTRACT AMOUNT: \$82,154
	FUNDING SOURCE: FEDERAL: \$0 STATE: \$0 OTHER:\$82,154 Interagency Federal: \$82,154
	Federal Subrecipient Addendum Needed? YES
<p>The Contractor agrees to perform the work and to provide the services described in the Special conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, Request for Proposal and Application.</p> <p>The Contractor has reviewed and agrees to the Iowa Department of Public Health General Conditions Effective July 1, 2019 as posted on the Department's website under Funding Opportunities or as available by contacting Marilyn Jones at telephone (515) 322-2064. The Contractor specifies no changes have been made to the Special Conditions or General Conditions.</p>	
<p>The parties hereto have executed this contract on the day and year last specified below.</p>	
<p>For and on behalf of the Department:</p> <p>By: _____ Nalo Johnson, PhD, Division Director, Health Promotion and Chronic Disease Prevention</p>	<p>For and on behalf of the Contractor:</p> <p>By: _____ Cedar Rapids Community School District Insert Date (required if not a digital signature): <u>September 28, 2020</u></p>

Special Conditions for Contract # 5881NU07

Article I- Identification of Parties:

This contract is entered into by and between the Iowa Department of Public Health (hereinafter referred to as Department) and the Contractor, as identified on the contract face sheet.

Article II - Designation of Authorized State Official:

Nalo Johnson, PhD, Director, Division of Health Promotion and Chronic Disease Prevention is the Authorized State Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized State Official. Negotiations concerning this contract should be referred to Marilyn Jones, Program Planner II, (515) 281-6047.

Article III - Designation of Contract Administrator:

Stephanie Neff has been designated by the Contractor to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to: Stephanie Neff; telephone (319) 440-6647; sneff@crschools.us

It is the Contractor's sole responsibility to ensure appropriate individual(s) have registered within IowaGrants. The Contractor acknowledges that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking site components including contractual forms such as work plans, personnel, budgets, and reporting forms, and claims submission.

The Contract Administrator designates Stephanie Neff as the Grantee Contact in IowaGrants (www.IowaGrants.gov) who shall regulate and assign access of appropriate individuals to this grant site.

Article IV – Key Personnel:

The following individual(s) shall be considered key personnel for purposes of this contract:

Department Personnel

Name	Title	Email Address
Jill Lange	Bureau Chief	Jill.lange@idph.iowa.gov
Suzy Wilson	Program Consultant	suzy.wilson@idph.iowa.gov
Marilyn Jones	Program Contract Manager	marilyn.jones@idph.iowa.gov

Key Contractor Personnel

Name	Title	Email Address
Stephanie Neff	Project Director	sneff@crschools.us
Melissa Blair	Nutrition Education Coordinator	mjblair@iastate.edu
Amy Schmitt	Nutrition Educator	aschmi@iastate.edu
Sherry Luskey	Accounting Manager	sluskey@crschools.us

The Contractor shall notify the Department in writing within ten (10) working days of any change of Key Personnel identified in this section.

Article V - Statement of Contract Purpose:

The purpose of this contract is to provide nutrition education, physical activity and obesity prevention programs to elementary children in low-income Iowa school buildings.

The Department is actively working to strengthen our capacity to address health inequities in Iowa. Health equity is defined as creating opportunities for everyone to live the healthiest life possible. This contract promotes health equity through providing nutrition education, physical activity and obesity prevention programs to elementary children in Iowa schools with high rates of free and reduced-lunch participation.

Article VI - Description of Work and Services:

In compliance with the Department-approved work plan within IowaGrants, the Contractor shall:

1. During the school year, provide a minimum of seven monthly Pick a **better** snack™ nutrition lessons during the school day at Arthur, Cleveland Garfield, Grant, Grant Wood, Harrison, Hiawatha, Hoover, Nixon, Van Buren and Wright Elementary Schools and Johnson STEAM Academy, Kenwood Leadership Academy and Cedar River Academy at Taylor Elementary in the Cedar Rapids Community School District.
 - a. The nutrition lesson must be taught by the nutrition education coordinator or a nutrition educator.
 - b. The nutrition educator must teach lessons to at least three of four grade levels (K-3) in each building. Within each grade level, all classrooms must be served.
 - c. Each lesson is approximately 30 minutes and must include physical activity and food tasting opportunities as allowable.
 - d. Contractor must use Year 1 lessons available on the Department's website for the 2020-2021 school year.
 - e. Nutrition lessons may not take place during physical education class or recess.
2. Use bingo cards, provided by the Department, and family newsletters in at least one grade level in K-3. Newsletters may be printed from the Department's website or distributed to families electronically.
3. Display program signage (e.g., Pick a **better** snack™ and Play Your Way posters, banners) in participating school buildings.
4. Coordinate nutrition education with the Fresh Fruit and Vegetable Program (FFVP), if present in eligible buildings served by the Contractor.
5. Promote local Summer Food Service Program sites to students (and their families) who participate in Pick a **better** snack™ lessons.
6. Provide nutrition education resources and promote the Pick a **better** snack™ program to parents at family events at each building as allowable. The nutrition and physical activity information must be consistent with the current Dietary Guidelines for Americans and Physical Activity Guidelines for Americans.
7. Collaborate with the Department on social marketing activities, including assisting with placement and evaluation efforts in the local community.

8. Participate in program evaluation activities under the direction of the Department or an outside evaluator working with the Department. This includes data entry into the Program Evaluation And Reporting System (PEARS). Work with school personnel to complete district and/or school building nutrition and physical activity assessments. The Department will provide the survey instrument.
9. The project director or nutrition education coordinator is encouraged to participate in scheduled online meetings with the Department.
10. The nutrition education coordinator (or an appropriate representative) must attend annual training in fall 2021.

Optional PSE Projects

Contractor is participating in the following PSE project(s) and must complete the following activities.

Farm to School Project

1. Seek opportunities to represent farm to school on the school district wellness committee.
2. Partner with key school personnel (e.g., principal, classroom teachers, food service director, etc.) and community partners (e.g., parents, local farmers/growers, volunteers, students, etc.) to develop, implement and advance farm to school activities.
3. Create and implement a farm to school plan. The plan must include the outcomes listed in a. or b. or both.
 - a. Establish, reinvigorate or maintain food gardens at eligible schools. Garden sites not located at eligible schools are allowed if the contractor verifies they are used primarily by students participating in free or reduced-price meals from eligible schools.
 - b. Incorporate and promote local fruits and vegetables in school nutrition programs on a regular basis (e.g., National School Lunch Program, National Breakfast Program, Fresh Fruit and Vegetable Program, Summer Food Service Program, Afterschool Snack Service, Child and Adult Care Food Program).
 - c. In addition to core activities listed above, the farm to school plan may include coordination or delivery of agriculture-based or garden-based nutrition lessons. Curricula suggestions include: Great Garden Detective, Dig In!, Growing in the Garden, Iowa Farm to School Garden Lessons, Jr. Master Gardener, Kids in the Kitchen, Got Veggies? and Grow It, Try It, Like It!.
4. Participate in assessment and evaluation activities under the direction of the Department or an outside evaluator. This includes data entry into the Program Evaluation And Reporting System (PEARS).
5. Participate in online meetings scheduled with the Department. Expect meetings to occur quarterly.

Play Your Way Project

1. Advocate for increased physical activity for students and staff before, during and after school as a participant on the school/district wellness committee.
2. Collaborate with the physical education teacher, and other school personnel and community partners as appropriate, to create and implement a plan to increase physical activity for elementary students.
3. Implement at least one strategy to expand the reach of the Play Your Way campaign to elementary students and their parents. Examples include using social media or other forms of media, morning school announcements, recess, parent/family events and communications, before or after-school programs, summer programs and sporting events to share the message.

4. Communicate the Contractor's Play Your Way project accomplishments to parents (e.g., presentation at parent-teacher association meeting, article in school newsletter or community newspaper, or post on school web page or social media page, etc.).
5. Participate in evaluation activities under the direction of the Department or an outside evaluator. This includes data entry into the Program Evaluation And Reporting System (PEARS).
6. Attend a physical activity meeting virtually or in the Des Moines area with other Play Your Way contractors.
7. Participate in online meetings scheduled with the Department. Expect meetings to occur quarterly.

Article VII – Performance Measure:

CRITERIA: Contractor must post monthly Pick a better snack™ or Play Your Way messages on a social media account aimed at program families (e.g., school district, school building, PTA/PTO, or contracting agency Facebook or Twitter account). Content for monthly social media posts for Pick a **better** snack™ or Play Your Way messages targeted to Iowa Nutrition Network School Grant participant families are provided by the Department.

INCENTIVE: If the Contractor posts Pick a **better** snack™ or Play Your Way messages for seven or more months on a social media account (e.g., school district, school building, PTA/PTO, or contracting agency Facebook or Twitter) as documented on the report due June 30, 2021, and approved by the Department, the Contractor will receive an incentive of \$250.

The Contractor shall submit any documentation required for the performance measure into the progress reports component of the grant site within IowaGrants.gov.

Article VIII – Reports:

The Contractor shall complete and submit the following reports in the grant site located in IowaGrants.

Report Title	Form Frequency/Type	Date Due
Subcontracts- draft, unsigned	Type: Subcontract Documents	Submit for Department approval Prior to obtaining signatures
Iowa Nutrition Network School Grant Program Progress Report	Semi-Annual	June 30, 2021
Performance Measure Report	Performance Measure	June 30, 2021
Iowa Nutrition Network School Grant Program Final Report	Annual	September 30, 2021

Article IX - Budget:

Direct Cost Category	Pick a better snack budget
Salary and Fringe	\$2,000
Subcontract	\$74,154
Direct Cost Subtotal	\$76,154
Indirect Rate NA	\$0
TOTAL:	\$76,154

Direct Cost Category	PSE Budget
Subcontract	\$5,000
Other	\$1,000
Direct Cost Subtotal	\$6,000
Indirect Rate NA	\$0
TOTAL:	\$6,000

1. This contract contains a potential incentive amount to be paid to the Contractor as described in the Performance Measure section of this contract. The award amount listed within the IowaGrants grant site (budget form and award amount) may be higher than the total amount listed in the contract budget and the total amount listed on the face page of this contract. Contractor expenditures shall not exceed the total amount listed in the contract budget(s).
2. Expenditure variance against direct cost budget line amounts are allowed up to a maximum of 10% of the contractual amount on a cumulative basis not to exceed the contractual total. The Contractor shall submit a written justification and request for a contract amendment to the Department prior to the obligation of an expense which will exceed the allowed 10% cumulative variance. The Contractor shall submit a written justification and request for a contract amendment when expenditures against a budget line not previously approved are anticipated.
3. The Contractor shall receive written approval from the Department prior to spending the final three (3) percent of all funds awarded.

Article X - Payments:

1. Submission of Claims for contract period:
The Contractor shall complete and submit a claim for services rendered in accordance with this Contract. The claim shall be submitted monthly in the grant site located in IowaGrants within 45 days of the month of expenditures.
2. End of State Fiscal Year Claims Submission:

Notwithstanding the timeframes above, and absent:

- i. longer timeframes established in federal law or
- ii. the express written consent of the Department,

the Contractor shall submit all claims to the Department by August 10th for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

The Department will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 10th, the Contractor may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted within the Correspondence component of this grant site. The Department may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted to State Appeal Board in accordance with instructions for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

3. The Department shall pay all approved invoices/claims in arrears. The Department may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.
4. The Department provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.
5. The Department will **not** reimburse the Contractor travel amounts in excess of limits established by Iowa Department of Administrative Services. Current in-state and out of state travel rate reimbursements can be found posted on the Department's IDPH General Conditions for Service Contracts website.
6. Final payment may be withheld until all contractually required reports have been received and accepted by the Department. At the end of the contract period, unobligated contract amount funds shall revert to the Department.

Article XI – Additional Conditions

1. As a condition of the contract, the Contractor shall assure linkage with the local board of health in each county where services are provided. The Contractor will assure that the local board of health has been actively engaged in planning for, and evaluation of, services. It will also maintain effective linkages with the local board of health, including timely and effective communications and ongoing collaboration.
2. The Contractor shall ensure all IowaGrant Grant Tracking site component information is accurate and current. This is inclusive of personnel, work plans, and budget forms. Requests by the Contractor for access to update the Grant Tracking site components shall be submitted through correspondence to the IDPH Program Contract Manager. If an update is approved by the Department, an amendment to the contract may be required.
3. All work plan revisions must be approved by the Department prior to implementation. Requests for work plan revisions must be received by the Department through the correspondence component within the Grant Tracking site on or before March 1, 2021.
4. The Food and Nutrition Service of the USDA reserves a royalty-free, non-exclusive right to reproduce, publish, use or authorize others to use videos, recordings, computer programs and

related sources, codes, literature or other products produced, in whole or part, with SNAP funds for government purposes. The Contractor shall ensure that all materials developed with SNAP-Ed funds give credit to USDA SNAP: *This material was funded by USDA's Supplemental Nutrition Assistance Program – SNAP. This institution is an equal opportunity provider.*

5. The Contractor shall provide annual Civil Rights Training to all project personnel involved in the Iowa Nutrition Network School Grant Program. Contractor may use training materials located on the Department's website (www.idph.iowa.gov). Civil Rights training shall include:
 - a. Collection and use of data
 - b. Effective public notification systems
 - c. Complaint procedures
 - d. Compliance review technique
 - e. Resolution of non-compliance
 - f. Requirements for reasonable accommodation for persons with disabilities
 - g. Requirements for language assistance
 - h. Conflict resolution
 - i. Customer service

CONSENT AGENDA

BA-21-082 **28E Agreements – Cedar Rapids Community School District and Five Seasons Learning Center, KinderCare, Linn County Child Development Center, Little Lambs Preschool, Lovely Lane Preschool, Share and Care Preschool, St Matthew’s Preschool, Trinity Lane Preschool, and Trinity Lutheran - Statewide Voluntary Preschool Program- 2020-2021 School Year (Eric Christenson)**

Exhibit: BA-21-082.1-79

Action Item

Pertinent Fact(s):

The Agreements are between the Cedar Rapids Community School District and Community Partners for the purpose of providing space for an education program for four-year-old children. The program shall consist of one or more classrooms providing services to 18-20 students in a morning and/or afternoon sessions Monday through Friday from August 1, 2020 to June 1, 2021.

Recommendation:

It is recommended that the Board of Education approve the Agreements between the Cedar Rapids Community School District and identified Community Partner Learning sites for the Statewide Voluntary Preschool Program- 2020-2021 School Year.

28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND FIVE SEASONS LEARNING CENTER REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Five Seasons Learning Center (hereinafter Five Seasons).

BE IT THEREFORE RESOLVED, by the District and Five Seasons there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and Five Seasons. The District and Five Seasons will collaboratively evaluate and assess the programming and needs of the Program. The District and Five Seasons will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.
- B. The Program shall consist of three classrooms each providing services to 36 students in a morning session from 9:00 a.m. to 12:00 noon on Monday - Friday from August 1, 2020 to June 1, 2021 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2020, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and Five Seasons will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Five Seasons, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Five Seasons will provide the District with all initial enrollment forms by September 15, 2020 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2020, to June 30, 2021. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Five Seasons for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

Five Seasons SHALL:

- A. Five Seasons is a child development center, which has been approved and licensed by the Department of Human Services (DHS). Five Seasons agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Five Seasons shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Five Seasons Administrator or Director is required to complete the IQPPS audit for the Program and meet with CRCSD facilitator to review evidence on an annual basis.
- C. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.
- D. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a Five Seasons employee. The Five Seasons classroom teacher will be evaluated by an appropriately qualified administrator of Five Seasons based upon the requirements set out in Iowa law. The Five Seasons classroom teacher will be responsible for the following:
 - i. Ensuring the approved curriculum is taught;
 - ii. Overseeing the implementation of the curriculum;
 - iii. Overseeing the implementation of the Program assessment system;
 - iv. Attending professional development opportunities provided by the District; and
 - v. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

- E. Ensure one (1) teacher is present during Program times in the classroom at Five Seasons. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. Five Seasons will make sure there will be no more than 20 children per classroom.
- F. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 9:00 a.m. to 12:00 noon on Monday - Friday. The teacher associate assigned to the Program will not be a District employee but will be a Five Seasons employee. The teacher associate from Five Seasons will attend mandatory professional development opportunities provided by CRCSD per calendar shared by August 1st prior to the school year beginning. The teacher associate will meet highly qualified standards or be working on meeting this standard. The Five Seasons teacher associate will be evaluated by an appropriately qualified administrator of Five Seasons based upon the requirements set out in Iowa law.
- G. Provide adequate and appropriate materials and supplies for the Program. The District and Five Seasons will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.
- H. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.
- I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2021.

SEX OFFENDER PROVISION:

Iowa 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 Contractor and all sub-contractors acknowledge and certify 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 sub-contractor at the schools of the District.

The Contractor and all subcontractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this document.) No worker of the Contractor or any subcontractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, Five Seasons will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless Five Seasons 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.

Five Seasons 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 Five Seasons negligence or willful misconduct in the performance of its duties under this Agreement.

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.
- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Five Seasons teachers and teacher associates and attend bi-weekly coaching sessions with general education teachers around professional learning.
- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. Five Seasons agrees not to charge participants in the program tuition or fees for any portion of the -hour program during the program school year extending from August 1, 2020 – June 1, 2021. Five Seasons may charge tuition or fees for extended-hour childcare services offered outside of the 3 hours of morning CRCSD-funded preschool instruction.

- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Five Seasons for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 36 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2020 is less than 36 , the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2020 the maximum for each category will be changed to 34/36 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2020.

- C. Five Seasons will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to Five Seasons within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, Five Seasons’s expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Five Seasons for that category. If at the conclusion of this Agreement Five Seasons expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Five Seasons for that category. A Claim Form and Budget Revision Form will be provided to Five Seasons at the commencement of the Agreement. Five Seasons will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 377
Five Seasons staff costs	\$
Purchased Services	\$
Supplies & Materials	\$
Professional Development	\$
(Includes subs and materials)	
Total Costs	\$ 119,268

**Per pupil rate budget page will be amended after July 1, 2020 when the state sets the rate.*

MISCELLANEOUS PROVISIONS

- A. 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.
- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.
- C. No separate legal or administrative entity shall be created by this Agreement. The District's Executive Director PK -5, Eric Christenson and Five Seasons's Karin Leesekamp shall serve as co-administrators of this Agreement.
- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and Five Seasons Learning Center.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: September 2 , 2020

FIVE SEASONS LEARNING CENTER

By: *Karin Leesekamp*

Its: Child Care Coordinator

Date: 09-04-2020

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

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.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Rod Dooley, Executive Director of Equity, (RDooley@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

Five Seasons Learning Centers

_____ the Cedar Rapids Community School District ("District") as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

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 Company 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.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company 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.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

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.

Dated: 09-04-2020

Five Seasons Learning Centers
[Name of contractor/sub-contractor]

By: *Karin Leeskamp*

Printed Name: Karin Leeskamp
Title: Child Care Coordinator

**28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND KINDERCARE WEST
REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN**

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and KinderCare West (hereinafter KinderCare).

BE IT THEREFORE RESOLVED, by the District and KinderCare, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and KinderCare. The District and KinderCare will collaboratively evaluate and assess the programming and needs of the Program. The District and KinderCare will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.
- B. The Program shall consist of 1 classroom providing services to 20 students in an 8:30 - 11:30 AM program on Monday - Friday from August 1, 2020 – June 1, 2021 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2020, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and KinderCare will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, KinderCare, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment

reports and attendance reports. KinderCare will provide the District with all initial enrollment forms by September 15, 2020 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2020, to June 30, 2021. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to KinderCare for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

KINDERCARE SHALL:

A. KinderCare is a child development center, which has been approved and licensed by the Department of Human Services (DHS). KinderCare agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time KinderCare shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.

B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.

C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a KinderCare employee. The KinderCare classroom teacher will be evaluated by an appropriately qualified administrator of KinderCare based upon the requirements set out in Iowa law. The KinderCare classroom teacher will be responsible for the following:

- i. Ensuring the approved curriculum is taught;
- ii. Overseeing the implementation of the curriculum;
- iii. Overseeing the implementation of the Program assessment system;
- iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

D. Ensure one (1) teacher is present during Program times in the classroom at KinderCare. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. KinderCare will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 8:30 - 11:30 AM on Monday - Friday. The teacher associate assigned to the Program will not be a District employee but will be a KinderCare employee. The teacher associate from KinderCare will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The KinderCare teacher associate will be evaluated by an appropriately qualified administrator of KinderCare based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and KinderCare will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2020.

SEX OFFENDER PROVISION:

Iowa 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 Contractor and all sub-contractors acknowledge and certify 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 sub-contractor at the schools of the District.

The Contractor and all sub-contractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this document.) No worker of the Contractor or any sub-contractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, KinderCare will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless KinderCare 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.

KinderCare 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 KinderCare negligence or willful misconduct in the performance of its duties under this Agreement.

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.
- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by KinderCare teachers and teacher associates.
- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. KinderCare agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2020 – June 1, 2021. KinderCare may charge tuition or fees for extended-hour childcare services offered outside of the 4 hours of morning CRCSD-funded preschool instruction.
- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to KinderCare for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 20 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2020 is less than 20, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2020 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No

changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2020.

C. KinderCare will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to KinderCare within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, KinderCare's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to KinderCare for that category. If at the conclusion of this Agreement KinderCare expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to KinderCare for that category. A Claim Form and Budget Revision Form will be provided to KinderCare at the commencement of the Agreement. KinderCare will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 210.00
KinderCare staff costs	\$ 59,000.00
Purchased Services	\$ 0
Supplies & Materials	\$ 6550.00
Professional Development	\$ 500.00
(Includes subs and materials)	
Total Costs	\$ 66,260

**Per pupil rate budget page will be amended after July 1, 2020 when the state sets the rate.*

MISCELLANEOUS PROVISIONS

A. 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.

B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

C. No separate legal or administrative entity shall be created by this Agreement. The District's Executive Director PK -5, Eric Christenson and KinderCare's Sara Schwerin shall serve as co-administrators of this Agreement.

D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and KinderCare.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: **Board Secretary** _____

Date: **September 28, 2020** _____

KINDERCARE WEST

By: Sara Schwerin _____

Its:  _____

Date: 9-18-2020 _____

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

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.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Rod Dooley, Executive Director of Equity, (RDooley@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

Kindergarten West ("Company") is providing services to

[name of contractor/sub-contractor]

the Cedar Rapids Community School District ("District") as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

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 Company 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.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company 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.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

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.

Dated: 9-18-2020

Kindergarten West

[Name of contractor/sub-contractor]

By: Sara Schwerin

Printed Name: Smir

Title: CD

28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND LINN COUNTY CHILD AND YOUTH DEVELOPMENT SERVICES REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Linn County Child and Youth Development Services (hereinafter LCCDC).

BE IT THEREFORE RESOLVED, by the District and LCCDC, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and LCCDC. The District and LCCDC will collaboratively evaluate and assess the programming and needs of the Program. The District and LCCDC will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.
- B. The Program shall consist of 4 classrooms providing services to 18 students in an 6:30-5:30 M-F program on Monday - Friday from August 1, 2020 – June 1, 2021 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2020, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and LCCDC will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, LCCDC, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards,

regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. LCCDC will provide the District with all initial enrollment forms by September 15, 2020 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2020, to June 30, 2021. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to LCCDC for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

LCCDC SHALL:

- A. LCCDC is a child development center, which has been approved and licensed by the Department of Human Services (DHS). LCCDC agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time LCCDC shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.
- C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a LCCDC employee. The LCCDC classroom teacher will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law. The LCCDC classroom teacher will be responsible for the following:
- i. Ensuring the approved curriculum is taught;
 - ii. Overseeing the implementation of the curriculum;
 - iii. Overseeing the implementation of the Program assessment system;
 - iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

D. Ensure one (1) teacher is present during Program times in the classroom at LCCDC. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. LCCDC will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 6:30-5:30 M-F on Monday - Friday. The teacher associate assigned to the Program will not be a District employee but will be a LCCDC employee. The teacher associate from LCCDC will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The LCCDC teacher associate will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and LCCDC will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2020.

SEX OFFENDER PROVISION:

Iowa 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 Contractor and all sub-contractors acknowledge and certify 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 sub-contractor at the schools of the District.

The Contractor and all sub-contractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this document.) No worker of the Contractor or any sub-contractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, LCCDC will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless LCCDC 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.

LCCDC 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 LCCDC negligence or willful misconduct in the performance of its duties under this Agreement.

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.
- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by LCCDC teachers and teacher associates.
- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. LCCDC agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2020 – June 1, 2021. LCCDC may charge tuition or fees for extended-hour childcare services offered outside of the 4 hours of morning CRCSD-funded preschool instruction.
- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to LCCDC for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 27 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2020 is less than 27, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2020 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No

changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2020.

C. LCCDC will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to LCCDC within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, LCCDC's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to LCCDC for that category. If at the conclusion of this Agreement LCCDC expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to LCCDC for that category. A Claim Form and Budget Revision Form will be provided to LCCDC at the commencement of the Agreement. LCCDC will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 282
LCCDC staff costs	\$
Purchased Services	\$
Supplies & Materials	\$
Professional Development	\$
(Includes subs and materials)	
Total Costs	\$ 89,451

**Per pupil rate budget page will be amended after July 1, 2020 when the state sets the rate.*

MISCELLANEOUS PROVISIONS

A. 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.

B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

C. No separate legal or administrative entity shall be created by this Agreement. The District's Executive Director PK -5, Eric Christenson and LCCDC's Gloria Witzberger/Colette Stocks shall serve as co-administrators of this Agreement.

D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and LCCDC.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: **Board Secretary** _____

Date: **September 28, 2020** _____

LINN COUNTY CHILD AND YOUTH DEVELOPMENT SERVICES

By:  _____

Its: **Chair person** _____

Date: **9-2-2020** _____

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

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.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Rod Dooley, Executive Director of Equity, (RDooley@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

Linn County Child + Youth Development ("Company") is providing services to
[name of contractor/sub-contractor]

the Cedar Rapids Community School District ("District") as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

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 Company 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.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company 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.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

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.

Dated: 9/10/20

(Gloria Witzberg) Linn County Child + Youth Development
[Name of contractor/sub-contractor]

By: Gloria Witzberger

Printed Name: Gloria Witzberger

Title: Director

**28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND LOVELY LANE PRESCHOOL
REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN**

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Lovely Lane Preschool (hereinafter Lovely Lane).

BE IT THEREFORE RESOLVED, by the District and Lovely Lane, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and Lovely Lane. The District and Lovely Lane will collaboratively evaluate and assess the programming and needs of the Program. The District and Lovely Lane will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.

- B. The Program shall consist of 1 classroom providing services to 36 students total in an 9:00 - 11:45 AM and 12:45 - 3:30 PM program on Monday - Friday from August 1, 2020 – June 1, 2021 (excluding days/holidays specified in the preschool calendar).

- C. Only students who will be four years of age on or before September 15, 2020, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

- D. The District and Lovely Lane will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Lovely Lane, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment

reports and attendance reports. Lovely Lane will provide the District with all initial enrollment forms by September 15, 2020 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2020, to June 30, 2021. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Lovely Lane for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

LOVELY LANE SHALL:

- A. Lovely Lane is a child development center, which has been approved and licensed by the Department of Human Services (DHS). Lovely Lane agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Lovely Lane shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.
- C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a Lovely Lane employee. The Lovely Lane classroom teacher will be evaluated by an appropriately qualified administrator of Lovely Lane based upon the requirements set out in Iowa law. The Lovely Lane classroom teacher will be responsible for the following:
- i. Ensuring the approved curriculum is taught;
 - ii. Overseeing the implementation of the curriculum;
 - iii. Overseeing the implementation of the Program assessment system;
 - iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

D. Ensure one (1) teacher is present during Program times in the classroom at Lovely Lane. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. Lovely Lane will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 9:00 - 11:45 AM and 12:45 - 3:30 PM on Monday - Friday. The teacher associate assigned to the Program will not be a District employee but will be a Lovely Lane employee. The teacher associate from Lovely Lane will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The Lovely Lane teacher associate will be evaluated by an appropriately qualified administrator of Lovely Lane based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and Lovely Lane will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2020.

SEX OFFENDER PROVISION:

Iowa 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 Contractor and all sub-contractors acknowledge and certify 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 sub-contractor at the schools of the District.

The Contractor and all sub-contractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this document.) No worker of the Contractor or any sub-contractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, Lovely Lane will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless Lovely Lane 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.

Lovely Lane 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 Lovely Lane negligence or willful misconduct in the performance of its duties under this Agreement.

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.
- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Lovely Lane teachers and teacher associates.
- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. Lovely Lane agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2020 – June 1, 2021. Lovely Lane may charge tuition or fees for extended-hour childcare services offered outside of the 4 hours of AM and PM (separate student rosters) CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Lovely Lane for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 36 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2020 is less than 36, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2020 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2020.

C. Lovely Lane will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to Lovely Lane within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, Lovely Lane's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Lovely Lane for that category. If at the conclusion of this Agreement Lovely Lane expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Lovely Lane for that category. A Claim Form and Budget Revision Form will be provided to Lovely Lane at the commencement of the Agreement. Lovely Lane will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 377
Lovely Lane staff costs	\$ 106,148.52
Purchased Services	\$ 6492.48
Supplies & Materials	\$ 6000
Professional Development	\$ 250
(Includes subs and materials)	
Total Costs	\$ 119,268

**Per pupil rate budget page will be amended after July 1, 2020 when the state sets the rate.*

MISCELLANEOUS PROVISIONS

A. 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.

B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

C. No separate legal or administrative entity shall be created by this Agreement. The District's Executive Director PK 5, Eric Christenson and Lovely Lane's Dawn DuPont shall serve as co-administrators of this Agreement.

D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and Lovely Lane.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: **Board Secretary**

Date **September 28, 2020**

Lovely Lane Preschool

By: *Dawn DuPont*

Its: _____

Date: *9/21/2020*

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

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.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Rod Dooley, Executive Director of Equity, (RDooley@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

Lovely Lane Preschool ("Company") is providing services to
[name of contractor/sub-contractor]

the Cedar Rapids Community School District ("District") as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

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 Company 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.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company 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.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

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.

Dated: 9/3/20

Lovely Lane Preschool
[Name of contractor/sub-contractor]

By: Dawn DuPont

Printed Name: Dawn DuPont

Title: Director

28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND SHARE AND CARE PRESCHOOL REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Share and Care Preschool (hereinafter Share and Care).

BE IT THEREFORE RESOLVED, by the District and Share and Care, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and Share and Care. The District and Share and Care will collaboratively evaluate and assess the programming and needs of the Program. The District and Share and Care will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.
- B. The Program shall consist of 1 classroom providing services to 16 students in an 9:00 - 11:30 AM program on Monday - Friday from August 1, 2020 – June 1, 2021 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2020, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and Share and Care will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Share and Care, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications,

enrollment reports and attendance reports. Share and Care will provide the District with all initial enrollment forms by September 15, 2020 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2020, to June 30, 2021. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Share and Care for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

SHARE AND CARE SHALL:

- A. Share and Care is a child development center, which has been approved and licensed by the Department of Human Services (DHS). Share and Care agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Share and Care shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.
- C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a Share and Care employee. The Share and Care classroom teacher will be evaluated by an appropriately qualified administrator of Share and Care based upon the requirements set out in Iowa law. The Share and Care classroom teacher will be responsible for the following:
- i. Ensuring the approved curriculum is taught;
 - ii. Overseeing the implementation of the curriculum;
 - iii. Overseeing the implementation of the Program assessment system;
 - iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

- D. Ensure one (1) teacher is present during Program times in the classroom at Share and Care. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. Share and Care will make sure there will be no more than 20 children per classroom.
- E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 9:00 - 11:30 AM on Monday - Friday. The teacher associate assigned to the Program will not be a District employee but will be a Share and Care employee. The teacher associate from Share and Care will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The Share and Care teacher associate will be evaluated by an appropriately qualified administrator of Share and Care based upon the requirements set out in Iowa law.
- F. Provide adequate and appropriate materials and supplies for the Program. The District and Share and Care will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.
- G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.
- H. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2020.

SEX OFFENDER PROVISION:

Iowa 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 Contractor and all sub-contractors acknowledge and certify 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 sub-contractor at the schools of the District.

The Contractor and all sub-contractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this document.) No worker of the Contractor or any sub-contractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, Share and Care will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless Share and Care 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.

Share and Care 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 Share and Care negligence or willful misconduct in the performance of its duties under this Agreement.

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Share and Care teachers and teacher associates.

- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. Share and Care agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2020 – June 1, 2021. Share and Care may charge tuition or fees for extended-hour childcare services offered outside of the 4 hours of morning CRCSD-funded preschool instruction.

- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Share and Care for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 16 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2020 is less than 16, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2020 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2020.

C. Share and Care will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to Share and Care within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, Share and Care's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Share and Care for that category. If at the conclusion of this Agreement Share and Care expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Share and Care for that category. A Claim Form and Budget Revision Form will be provided to Share and Care at the commencement of the Agreement. Share and Care will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 168
Share and Care staff costs	\$ 46,185
Purchased Services	\$ 5300
Supplies & Materials	\$ 855
Professional Development	\$ 500
(Includes subs and materials)	
Total Costs	\$ 53,008

**Per pupil rate budget page will be amended after July 1, 2020 when the state sets the rate.*

MISCELLANEOUS PROVISIONS

A. 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.

B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

C. No separate legal or administrative entity shall be created by this Agreement. The District's Executive Director PK -5, Eric Christenson and Share and Care's Sarah Hoffman shall serve as co-administrators of this Agreement.

D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and Share and Care.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: **Board Secretary** _____

Date: **September 28, 2020** _____

Share and Care Preschool

By: Laura Fin _____

Its: Board of Education Chair _____

Date: 9/5/20 _____

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

Share & Care Preschool ("Company") is providing services to
[name of contractor/sub-contractor]

the Cedar Rapids Community School District ("District") as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

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 Company 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.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company 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.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

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.

Dated: 9-21-20

Share & Care Preschool

[Name of contractor/sub-contractor]

By: Sarah Hoffman

Printed Name: Sarah Hoffman

Title: Director / Lead Teacher

**28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND ST. MATTHEWS PRESCHOOL
REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN**

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and St. Matthews Preschool (hereinafter St. Matthews).

BE IT THEREFORE RESOLVED, by the District and St. Matthews, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and St. Matthews. The District and St. Matthews will collaboratively evaluate and assess the programming and needs of the Program. The District and St. Matthews will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.
- B. The Program shall consist of 3 classrooms providing services to 20 students in an 8:15 - 11:30 AM program on Monday - Thursday from August 1, 2020 – June 1, 2021 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2020, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and St. Matthews will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, St. Matthews, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state

standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. St. Matthews will provide the District with all initial enrollment forms by September 15, 2020 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2020, to June 30, 2021. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to St. Matthews for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

ST. MATTHEWS SHALL:

- A. St. Matthews is a child development center, which has been approved and licensed by the Department of Human Services (DHS). St. Matthews agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time St. Matthews shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide three classrooms, which will have access to appropriate restroom facilities and a playground area.
- C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a St. Matthews employee. The St. Matthews classroom teacher will be evaluated by an appropriately qualified administrator of St. Matthews based upon the requirements set out in Iowa law. The St. Matthews classroom teacher will be responsible for the following:

- i. Ensuring the approved curriculum is taught;
- ii. Overseeing the implementation of the curriculum;
- iii. Overseeing the implementation of the Program assessment system;
- iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

D. Ensure one (1) teacher is present during Program times in the classroom at St. Matthews. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. St. Matthews will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 8:15 - 11:30 AM on Monday - Thursday. The teacher associate assigned to the Program will not be a District employee but will be a St. Matthews employee. The teacher associate from St. Matthews will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The St. Matthews teacher associate will be evaluated by an appropriately qualified administrator of St. Matthews based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and St. Matthews will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2020.

SEX OFFENDER PROVISION:

Iowa 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 Contractor and all sub-contractors acknowledge and certify 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 sub-contractor at the schools of the District.

The Contractor and all sub-contractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this document.) No worker of the Contractor or any sub-contractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, St. Matthews will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless St. Matthews 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.

St. Matthews 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 St. Matthews negligence or willful misconduct in the performance of its duties under this Agreement.

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.
- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by St. Matthews teachers and teacher associates.
- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. St. Matthews agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2020 – June 1, 2021. St. Matthews may charge tuition or fees for extended-hour childcare services offered outside of the 4 hours of morning CRCSD-funded preschool instruction.
- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to St. Matthews for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 60 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2020 is less than 60, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2020 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2020.
- C. St. Matthews will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to St. Matthews within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, St. Matthews' expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to St. Matthews for

that category. If at the conclusion of this Agreement St. Matthews expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to St. Matthews for that category. A Claim Form and Budget Revision Form will be provided to St. Matthews at the commencement of the Agreement. St. Matthews will submit all invoices to the District by June 10.

The maximum amount of reimbursement for the Cedar Rapids Community Schools District is:

*CATEGORY	ALLOWABLE REIMBURSEMENT
CEDAR RAPIDS COMMUNITY SCHOOLS DISTRICT	
GOLD Subscriptions	\$ 627
St. Matthews staff costs	\$
Purchased Services	\$
Supplies & Materials	\$
Professional Development	\$
(Includes subs and materials)	
Total Costs	\$ 198,780

**Per pupil rate budget page will be amended after July 1, 2020 when the state sets the rate.*

MISCELLANEOUS PROVISIONS

- A. 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.
- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.
- C. No separate legal or administrative entity shall be created by this Agreement. The District's Executive Director PK -5, Eric Christenson and St. Matthews' Amy Conlon shall serve as co-administrators of this Agreement.

D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and St. Matthews.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: **Board Secretary**

Date: **September 28, 2020**

ST. MATTHEWS PRESCHOOL

By: Amy Coulton Amy Coulton

Its: Principal

Date: 9.24.2020

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

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.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Rod Dooley, Executive Director of Equity, (RDooley@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

St. Matthew Preschool ("Company") is providing services to
[name of contractor/sub-contractor]

the Cedar Rapids Community School District ("District") as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

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 Company 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.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company 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.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

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.

Dated: 9/3/20

St. Matthew Preschool

[Name of contractor/sub-contractor]

By: Amy Conlon

Printed Name: Amy Conlon

Title: Principal

28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND LITTLE LAMBS CHRISTIAN PRESCHOOL REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Little Lambs Christian Preschool (hereinafter Little Lambs).

BE IT THEREFORE RESOLVED, by the District and Little Lambs there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and Little Lambs. The District and Little Lambs will collaboratively evaluate and assess the programming and needs of the Program. The District and Little Lambs will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.
- B. The Program shall consist of 1 classroom providing services to 20 students in an 8:30A – 11:30P on Monday - Thursday and 1 classroom providing services to 20 students in an 12:30P - 3:30P on Monday - Thursday, from August 1, 2020 – June 1, 2021 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2020, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and Little Lambs will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Little Lambs, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. Little Lambs will provide the District with all initial

enrollment forms by September 15, 2020 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2020, to June 30, 2021. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Little Lambs for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

LITTLE LAMBS SHALL:

- A. Little Lambs is a child development center, which has been approved and licensed by the Department of Human Services (DHS). Little Lambs agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Little Lambs shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.
- C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a Little Lambs employee. The Little Lambs classroom teacher will be evaluated by an appropriately qualified administrator of Little Lambs based upon the requirements set out in Iowa law. The Little Lambs classroom teacher will be responsible for the following:
 - i. Ensuring the approved curriculum is taught;
 - ii. Overseeing the implementation of the curriculum;
 - iii. Overseeing the implementation of the Program assessment system;
 - iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.
- D. Ensure one (1) teacher is present during Program times in the classroom at Little Lambs. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. Little Lambs will make sure there will be no more than 20 children per classroom.

- E Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 8:30A – 11:30P and 12:30P - 3:30P on Monday - Thursday. The teacher associate assigned to the Program will not be a District employee but will be a Little Lambs employee. The teacher associate from Little Lambs will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The Little Lambs teacher associate will be evaluated by an appropriately qualified administrator of Little Lambs based upon the requirements set out in Iowa law.
- F. Provide adequate and appropriate materials and supplies for the Program. The District and Little Lambs will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.
- G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.
- H. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2020.

SEX OFFENDER PROVISION:

Iowa 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 Contractor and all sub-contractors acknowledge and certify 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 sub-contractor at the schools of the District.

The Contractor and all sub-contractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this document.) No worker of the Contractor or any sub-contractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, Little Lambs will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless Little Lambs 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.

Little Lambs 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 Little Lambs negligence or willful misconduct in the performance of its duties under this Agreement.

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.
- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Little Lambs teachers and teacher associates.
- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. Little Lambs agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2020 – June 1, 2021. Little Lambs may charge tuition or fees for extended-hour childcare services offered outside of the 4 hours of morning CRCSF-funded preschool instruction.

- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Little Lambs for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 40 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2020 is less than 40, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2020 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2020.

- C. Little Lambs will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to Little Lambs within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, Little Lambs’s expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Little Lambs for that category. If at the conclusion of this Agreement Little Lambs expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Little Lambs for that category. A Claim Form and Budget Revision Form will be provided to Little Lambs at the commencement of the Agreement. Little Lambs will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 417
Little Lambs staff costs	\$ 102,757
Purchased Services	\$ 9,350
Supplies & Materials	\$ 16,959
Professional Development (Includes subs and materials)	\$ 3,037
Total Costs	\$ 132,520

**Per pupil rate budget page will be amended after July 1, 2020 when the state sets the rate.*

MISCELLANEOUS PROVISIONS

- A. 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.
- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.
- C. No separate legal or administrative entity shall be created by this Agreement. The District's Executive Director PK -5, Eric Christenson and Little Lambs's Kari Boyle shall serve as co-administrators of this Agreement.
- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and Little Lambs Christian Preschool.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: **Board Secretary**

Date: **September 28, 2020**

LITTLE LAMBS CHRISTIAN PRESCHOOL

By: *Kari Boyle, Director*

Its: *Charles F. Johnson Chairman Elect*

Date: *08/26/2020*



NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

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.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Rod Dooley, Executive Director of Equity, (RDooley@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

Little Lambs Christian Preschool ("Company") is providing services to
[name of contractor/sub-contractor]

the Cedar Rapids Community School District ("District") as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

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 Company 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.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company 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.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

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.

Dated: 08/26/2020

Little Lambs Christian Preschool
[Name of contractor/sub-contractor]

By: Kari Boyle

Printed Name: Kari Boyle

Title: Director

**28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND TRINITY LANE PRESCHOOL
REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN**

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Trinity Lane Preschool (hereinafter Trinity Lane).

BE IT THEREFORE RESOLVED, by the District and Trinity Lane, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and Trinity Lane. The District and Trinity Lane will collaboratively evaluate and assess the programming and needs of the Program. The District and Trinity Lane will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.
- B. The Program shall consist of 1 classroom providing services to 36 students total in an 9:00 - 11:50 AM and 12:50 - 3:40 PM program on Monday - Friday from August 1, 2020 – June 1, 2021 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2020, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and Trinity Lane will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Trinity Lane, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment

reports and attendance reports. Trinity Lane will provide the District with all initial enrollment forms by September 15, 2020 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2020, to June 30, 2021. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Trinity Lane for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

TRINITY LANE SHALL:

- A. Trinity Lane is a child development center, which has been approved and licensed by the Department of Human Services (DHS). Trinity Lane agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Trinity Lane shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.
- C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a Trinity Lane employee. The Trinity Lane classroom teacher will be evaluated by an appropriately qualified administrator of Trinity Lane based upon the requirements set out in Iowa law. The Trinity Lane classroom teacher will be responsible for the following:
- i. Ensuring the approved curriculum is taught;
 - ii. Overseeing the implementation of the curriculum;
 - iii. Overseeing the implementation of the Program assessment system;
 - iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

D. Ensure one (1) teacher is present during Program times in the classroom at Trinity Lane. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. Trinity Lane will make sure there will be no more than 20 children per classroom.

E Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 9:00 - 11:50 AM and 12:50 - 3:40 PM on Monday - Friday. The teacher associate assigned to the Program will not be a District employee but will be a Trinity Lane employee. The teacher associate from Trinity Lane will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The Trinity Lane teacher associate will be evaluated by an appropriately qualified administrator of Trinity Lane based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and Trinity Lane will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2020.

SEX OFFENDER PROVISION:

Iowa 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 Contractor and all sub-contractors acknowledge and certify 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 sub-contractor at the schools of the District.

The Contractor and all sub-contractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this document.) No worker of the Contractor or any sub-contractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, Trinity Lane will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless Trinity Lane 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.

Trinity Lane 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 Trinity Lane negligence or willful misconduct in the performance of its duties under this Agreement.

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.
- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Trinity Lane teachers and teacher associates.
- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. Trinity Lane agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2020 – June 1, 2021. Trinity Lane may charge tuition or fees for extended-hour childcare services offered outside of the 4 hours of AM and PM (separate student rosters) CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Trinity Lane for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 36 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2020 is less than 36, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2020 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2020.

C. Trinity Lane will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to Trinity Lane within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, Trinity Lane's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Trinity Lane for that category. If at the conclusion of this Agreement Trinity Lane expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Trinity Lane for that category. A Claim Form and Budget Revision Form will be provided to Trinity Lane at the commencement of the Agreement. Trinity Lane will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 377
Trinity Lane staff costs	\$ 102,570
Purchased Services	\$ 10,071
Supplies & Materials	\$ 6,000
Professional Development	\$ 250
(Includes subs and materials)	
Total Costs	\$ 119,268

**Per pupil rate budget page will be amended after July 1, 2020 when the state sets the rate.*

MISCELLANEOUS PROVISIONS

A 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.

B The terms of this Agreement may be amended at any time by mutual agreement of the parties.

C No separate legal or administrative entity shall be created by this Agreement. The District's Executive Director PK -5, Eric Christenson and Trinity Lane's Dawn DuPont shall serve as co-administrators of this Agreement.

D The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and Trinity Lane.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: **Board Secretary**

Date: **September 28, 2020**

Trinity Lane Preschool

By: *Dawn DuPont*

Its: _____

Date: 9/21/20

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

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.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Rod Dooley, Executive Director of Equity, (RDooley@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

Trinity Lane Preschool ("Company") is providing services to
[name of contractor/sub-contractor]

the Cedar Rapids Community School District ("District") as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

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 Company 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.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company 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.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

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.

Dated: 9/3/20

Trinity Lane Preschool
[Name of contractor/sub-contractor]

By: Dawn DuPont

Printed Name: Dawn DuPont

Title: Director

28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND TRINITY LUTHERAN PRESCHOOL REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Trinity Lutheran Preschool (hereinafter Trinity Lutheran).

BE IT THEREFORE RESOLVED, by the District and Trinity Lutheran, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and Trinity Lutheran. The District and Trinity Lutheran will collaboratively evaluate and assess the programming and needs of the Program. The District and Trinity Lutheran will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.
- B. The Program shall consist of 1 classroom providing services to 10 students total in an 8:15 AM - 11:15 AM and 12:00 PM - 3:30 PM program on Monday - Thursday from August 1, 2020 – June 1, 2021 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2020, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and Trinity Lutheran will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, Trinity Lutheran, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications,

enrollment reports and attendance reports. Trinity Lutheran will provide the District with all initial enrollment forms by September 15, 2020 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2020, to June 30, 2021. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to Trinity Lutheran for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

TRINITY LUTHERAN SHALL:

- A. Trinity Lutheran is a child development center, which has been approved and licensed by the Department of Human Services (DHS). Trinity Lutheran agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Trinity Lutheran shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.
- C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a Trinity Lutheran employee. The Trinity Lutheran classroom teacher will be evaluated by an appropriately qualified administrator of Trinity Lane based upon the requirements set out in Iowa law. The Trinity Lutheran classroom teacher will be responsible for the following:
- i. Ensuring the approved curriculum is taught;
 - ii. Overseeing the implementation of the curriculum;
 - iii. Overseeing the implementation of the Program assessment system;
 - iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

D. Ensure one (1) teacher is present during Program times in the classroom at Trinity Lutheran. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. Trinity Lutheran will make sure there will be no more than 20 children per classroom.

E Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 8:15 - 11:15 AM and 12:00 - 3:30 PM on Monday - Thursday. The teacher associate assigned to the Program will not be a District employee but will be a Trinity Lutheran employee. The teacher associate from Trinity Lutheran will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The Trinity Lutheran teacher associate will be evaluated by an appropriately qualified administrator of Trinity Lutheran based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and Trinity Lutheran will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2021.

SEX OFFENDER PROVISION:

Iowa 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 Contractor and all sub-contractors acknowledge and certify 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 sub-contractor at the schools of the District.

The Contractor and all sub-contractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this document.) No worker of the Contractor or any sub-contractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, Trinity Lutheran will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless Trinity Lutheran 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.

Trinity Lutheran 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 Trinity Lane negligence or willful misconduct in the performance of its duties under this Agreement.

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.
- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Trinity Lutheran teachers and teacher associates.
- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. Trinity Lutheran agrees not to charge participants in the program tuition or fees for any portion of the 3 hour program during the program school year extending from August 1, 2020 – June 1, 2021. Trinity Lutheran may charge tuition or fees for extended-hour childcare services offered outside of the 3 hours of AM and PM (separate student rosters) CRCSD-funded preschool instruction.
- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to Trinity Lutheran for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 20 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2020 is less than 20, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2020 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No

changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2020.

C. Trinity Lutheran will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to Trinity Lutheran within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, Trinity Lutheran's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Trinity Lutheran for that category. If at the conclusion of this Agreement Trinity Lutheran expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to Trinity Lutheran for that category. A Claim Form and Budget Revision Form will be provided to Trinity Lutheran at the commencement of the Agreement. Trinity Lutheran will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
GOLD Subscriptions	\$ 209
Trinity Lutheran staff costs	\$ 49,000
Purchased Services	\$ 5,000
Supplies & Materials	\$ 9,051
Professional Development	\$ 3,000
(Includes subs and materials)	
Total Costs	\$ 66,260

**Per pupil rate budget page will be amended after July 1, 2020 when the state sets the rate.*

MISCELLANEOUS PROVISIONS

A. 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.

B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

C. No separate legal or administrative entity shall be created by this Agreement. The District's Executive Director PK -5, Eric Christenson and Trinity Lutheran's Amanda Wojtczak shall serve as co-administrators of this Agreement.

D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and Trinity Lutheran.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: **Board Secretary**

Date: **September 28, 2020**

Trinity Lutheran Preschool

By: mark mueller

Its: Principal
pr

Date: 8-27-2020

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

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.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Rod Dooley, Executive Director of Equity, (RDooley@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

Trinity Lutheran School ("Company") is providing services to

[name of contractor/sub-contractor]

the Cedar Rapids Community School District ("District") as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

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 Company 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.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company 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.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

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.

Dated: 8-27-2020

Trinity Lutheran School

[Name of contractor/sub-contractor]

By: Mark Mueller

Printed Name: Mark Mueller

Title: principal

CONSENT AGENDA

**BA-21-083 Annual Appointment - Board's Representatives for the Teacher Quality Committee
2020-2021 School Year (Nicole Kooiker)**

Action Item

Pertinent Fact(s):

1. State law (SF 277) requires School Districts to create a teacher quality committee. The committee shall have equal representation of administrators and teachers. The teacher members shall be appointed by the certified employee organization if one exists, and if not, by the School District's or Agency's Administration. The administration members shall be appointed by the School Board.
2. Administration recommends that the Board approve the appointment of the following for the Teacher Quality Committee for the 2020-2021 School Year: Nicole Kooiker (Deputy Superintendent) and is a non-voting member, Kent Ryan (Director, Culture Climate Transformation), Nick Duffy (Principal, Jackson ES), Linda Reysack (Principal, Harding MS), Ryan Rydstrom (Associate Director, Access and Instructional Design).
3. Per the law, the committee shall do the following:
 - (1) Monitor the implementation of the requirements of statutes and administrative code provisions relating to Chapter 284, including requirements that affect any agreement negotiated pursuant to chapter 20.
 - (2) Monitor the evaluation requirements of Chapter 284 to ensure evaluations are conducted in a fair and consistent manner throughout the school district.
 - (3) Determine the use and distribution of the professional development funds distributed to the school district or agency as provided in section 257.9, subsection 10, or section 257.10, subsection 10, based upon school district or agency, attendance center, and individual teacher and professional development plans.
 - (4) Monitor the professional development in each attendance center to ensure that the professional development meets school district or agency, attendance center, and individual professional development plans.
 - (5) Ensure the agreement negotiated pursuant to Chapter 20 determines the compensation for teachers on the committee for work responsibilities required beyond the normal workday.

Recommendation:

It is recommended that the Board of Education approve the appointments of Nicole Kooiker, Kent Ryan, Nick Duffy, Linda Reysack, and Ryan Rydstrom as Board Representative Members of the Teacher Quality Committee for the 2020-2021 School Year.

CONSENT AGENDA

BA-21-084 Agreement – Cedar Rapids Community School District and Zach Johnson Foundation- Kids on Course 2020-2021 School Year (Eric Christenson)

Exhibit: BA-21-084.1-17

Action Item

Pertinent Fact(s):

The CRCSD supports the Zach Johnson Foundation's efforts to provide opportunities for enrichment, academic support, and parent engagement activities for the Grant, Van Buren, Cedar River Academy @ Taylor, Harrison, Hoover, Roosevelt, Wilson, Jefferson and Kennedy School Communities through Kids on Course (KOC).

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Zach Johnson Foundation – Kids on Course - for the 2020-2021 School Year.

AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND THE ZACH JOHNSON FOUNDATION

THIS AGREEMENT is made and entered between the Cedar Rapids Community School District (District) and The Zach Johnson Foundation, (Foundation).

1. **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, Hoover, Van Buren, Cedar River Academy at Taylor, Harrison, Roosevelt, Wilson, Jefferson and Kennedy school communities through a program called Kids on Course (KOC).
2. **TERM.** The term of this Agreement shall be effective upon execution and until such time as the parties agree to amend such Agreement. It is the intent of the parties that this Agreement be reviewed no less than on an annual basis. The parties hereto agree that this Agreement shall be effective upon its execution by all parties and the duration shall be coterminous with the provisions contained herein.

3. RESPONSIBILITIES OF THE PARTIES

Foundation shall be responsible for the following:

- A. Generate sufficient funds to support the KOC staff and all programming costs.
- B. Collaborate with the District to identify outcome measures for the program.
- C. Together with the District evaluate the outcomes of Kids on Course, based on designated measurements, on an annual basis to plan for future programming.
- D. Be the employer of record to Kids on Course Staff oversee their work in concert with the District.
 - a. All staff and volunteers shall pass a criminal background check before working with District students or working on District properties.
 - b. All staff employed by the Foundation shall follow personnel policies established by the Foundation and applies to the personnel employed under this agreement. This includes, but is not limited to, hiring, dismissal, evaluations, probationary periods, salaries, overtime pay, work, and holiday schedules. As the employer, the Foundation shall be responsible for all employer taxes and liability, including any unemployment claims resulting from the work herein.
 - c. KOC staff will provide academic, enrichment, and parent engagement programming at designated schools. KOC staff will collect the necessary parent permissions to allow the District to share school records and communicate with KOC regarding students and families.
 - d. KOC shall provide and manage an AmeriCorps program as detailed here.

2020 – 21 Kids on Course AmeriCorps Program

Host Site Memorandum of Agreement

THIS AMERICORPS HOST SITE AGREEMENT is executed by and between Kids on Course AmeriCorps Program 925 N 15th Ave, Hiawatha, IA 52233, and the Cedar Rapids Community School District 2500 Edgewood Rd NW, Cedar Rapids, IA 52405 (“Host Site”).

1. FUNDING SOURCE, POSITIONS, DURATION OF AGREEMENT

1.1 **FUNDING SOURCE.** The source of funding for the host site is a grant from the Corporation for National and Community Service (“Corporation” or “CNCS”) [Code of Federal Domestic Assistance (CFDA) 94.006] for the Kids on Course AmeriCorps Program the Host Site shall comply with the requirements, conditions and rules of the Corporation, Kids on Course AmeriCorps Program and any other public or private entity having authority over the funds or the Grant.

1.2 DURATION OF AGREEMENT. The agreement shall extend through the time period of 8/1/2020 to 08/20/2021.

1.3 AMERICORPS MEMBERS. Kids on Course AmeriCorps Program awards 12 full time ([51 week], 1700 hour) AmeriCorps position(s), and 20 minimum time ([9 week], 300 hour) position(s).

2. CONDITIONS FOR ENROLLMENT OF AMERICORPS MEMBER(S)

2.1 ASSIGNED MEMBER SUPERVISION. The host site agrees to assign a host site supervisor to complete obligations described herein for the duration of the Agreement.

Supervisor Name	Email	Phone	Member Slot Allotment
Kids on Course University Director or KCU Site Leaders			<input type="checkbox"/> Full Time <input type="checkbox"/> Three Quarter Time <input type="checkbox"/> Half Time <input type="checkbox"/> Quarter Time <input type="checkbox"/> 20_ Minimum Time
Kids on Course Site Managers (staff of Zach Johnson Foundation)			<input type="checkbox"/> 12_ Full Time <input type="checkbox"/> Three Quarter Time <input type="checkbox"/> Half Time <input type="checkbox"/> Quarter Time <input type="checkbox"/> Minimum Time

3. ENROLLMENT AND RETENTION REQUIREMENTS

3.1 RECRUITMENT/ENROLLMENT REQUIREMENT. The program must enroll at least 100% of its AmeriCorps positions. The Kids on Course AmeriCorps Program is responsible for recruitment and enrollment of members.

3.2 RETENTION REQUIREMENT. The host site must retain at least 85% of its AmeriCorps positions.

3.3 HIRING MEMBERS. Host sites are allowed and encouraged to hire AmeriCorps member(s) after the member has completed his or her term requirements. Host sites who hire members as staff before the member can complete his or her term requirements will receive reduced future awarded AmeriCorps positions.

4. HOST SITE OBLIGATIONS

4.1 COMPLIANCE WITH LAWS AND REGULATIONS. The Host Site shall comply with the Terms and Conditions of the Act, the Corporation’s regulations (45 CFR 12501 et seq.), AmeriCorps State - General Terms and Conditions (https://egrants.cns.gov/termsandconditions/2020GeneralTC_508_20191122.pdf) and AmeriCorps Specific Terms and Conditions - Specific (TBD). AmeriCorps Fixed Amount Grant (State) Terms and Conditions - General (https://egrants.cns.gov/termsandconditions/2020GeneralTC_508_20191122.pdf) and AmeriCorps

Fixed Amount Grant (State) Terms and Conditions Specific (TBD). This Agreement is also subject to OMB Circulars 2 CFR 220 - Cost Principles for Educational Institutions; 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Governments; and 2 CFR 230 - Cost Principles for Non-Profit Organizations, as applicable. This includes posting the Prohibited Activities at each host site.

4.2 ACCESS TO RECORDS. The host site shall permit the Kids on Course AmeriCorps Program, Volunteer Iowa, and the Corporation for National and Community Service (CNCS) to conduct in-person or electronic site visits, access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of the host site relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. The Kids on Course AmeriCorps Program shall make every effort to access records from Monday through Friday, between the hours of 8:00 am and 5:00 PM Central Standard Time. Such rights shall continue as long as the records are retained by the host site. Regardless of the method, all records will be managed in accordance with proper records management procedure(s) while they are in the possession of the Kids on Course AmeriCorps Program. Access to records shall be granted within 72 hours of the request unless other arrangements have been agreed to by the Kids on Course AmeriCorps Program.

4.3 SUPPORTING DOCUMENTATION. The Host Site shall deliver to the Kids on Course AmeriCorps Program as scheduled or upon request, (i) copies of all contracts or agreements relating to the Program, (ii) invoices, receipts, statements or vouchers relating to the Program, (iii) member or staff records of files and program performance related to this Program, (iv) budgets and revisions showing estimated Program costs and funds required at any given time to complete and pay for the Program, (v) any other such grant-related documents as requested, in order verify compliance with applicable state and federal AmeriCorps requirements.

4.4 AMERICORPS ORIENTATION, TRAINING, RESOURCES, AND SUPPORT. In collaboration with Kids on Course program staff, the host site must provide appropriate resources to the AmeriCorps member including, but not limited to (1) office space, supplies, phone, Internet connection, and other physical accommodations as necessary, (2) adequate budget for member travel, service, and the program orientation, (3) designate a supervisor who can provide adequate time in working with the AmeriCorps member and the Kids on Course AmeriCorps Program during the service year, (4) appropriately integrate the AmeriCorps member into staff, (5) provide the AmeriCorps member with on-site orientation and regular training opportunities, and (6) provide additional benefits to the AmeriCorps member as described in position recruitment materials, as applicable.

4.5 HOST SITE SUPERVISOR ORIENTATION. The host site supervisor agrees to attend an orientation facilitated by the Kids on Course AmeriCorps Program. The date and location will be provided a minimum of 14 days in advance.

4.6 MEMBER ORIENTATION. The host site agrees to release all AmeriCorps member for an in-person program orientation on their start date in Cedar Rapids, IA. Members are required to attend the orientation.

4.7 RELEASE OF MEMBERS FROM SERVICE. The host site agrees to release AmeriCorps members from service for Days of Service events, program trainings, and other events or activities provided by the Kids on Course AmeriCorps Program. Days of service include September 11 Day of Service and Remembrance and MLK Day of Service.

4.8 POSTING OF PROHIBITED ACTIVITIES. As required by the AmeriCorps Grant Terms and Conditions, the host site agrees to post a copy of the Prohibited Activities at each member service site.

4.9 BRANDING REQUIREMENTS. The host site shall represent AmeriCorps brands as described herein.

4.9.1 CNCS BRANDING GUIDELINES. The host site shall follow the branding guidelines of CNCS (<https://www.nationalservice.gov/newsroom/marketing-and-media-resources/logos/guidelines-use/>).

4.9.2 PROGRAM BRANDING. The host site agrees to (1) prominently display an “AmeriCorps member serving here” poster provided by the Kids on Course AmeriCorps Program, and (2) ensure AmeriCorps members wear and use provided AmeriCorps gear while in service, (3) display the AmeriCorps logo on the host site’s website, and (4) ensure AmeriCorps members include “Kids on Course AmeriCorps Program” in their email signature.

4.9.3 ANNOUNCEMENTS. The host site agrees to publicly announce the partnership and identify the Host Site’s program as a Kids on Course AmeriCorps Program in the statement.

4.9.4 PROMOTIONAL STORY. The host site agrees to publish a promotional story about their program with support from the Kids on Course AmeriCorps Program that highlights the local partnerships, accomplishments of their AmeriCorps members, or other relevant achievements.

5. HOST SITE SUPERVISOR OBLIGATIONS

5.1 MEMBER MANAGEMENT REQUIREMENTS.

- Conduct a member pre-orientation that communicates the program and position requirements
- Meet weekly or bi-weekly with members individually
- Facilitate member team meetings
- Ensure members attend Kids on Course AmeriCorps Program training opportunities

5.2 COMMUNICATION. The host site supervisor agrees to serve as a liaison between the host site and the Program. This includes maintaining regular communication with the Kids on Course AmeriCorps Program, providing timely response to program related requests, questions, and meeting deadlines as outlined in the Agreement.

5.3 MEMBER PERFORMANCE. The host site agrees to maintain regular communication regarding member performance issues. Specifically, the host site agrees to notify the Kids on Course AmeriCorps Program in writing in accordance with the following guideline:

ITEM	REPORTING TIMELINE
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Any member injury during service that necessitates filing a worker's comp report	Within 24 hours
Any member or host site supervisor behavioral issues (arrests, harassment) that may result in the immediate dismissal from the program or employment	within 24 hours
All AmeriCorps member grievance requests	within 24 hours
Prohibited activities, as defined in Section 8	within 24 hours
If a full-time member fails to show up to service without prior written approval <u>on the second consecutive service day</u>	within 24 hours
Any AmeriCorps member's behavior issues that result in disciplinary action by the member's direct supervisor	within 2 business days
Any AmeriCorps member's request to be exited for cause, compelling circumstance, or suspension	within 2 business days
Any AmeriCorps member's position description or member service agreement amendment requests, or other change that effects the member's service activities in the Program	within 3 business days

5.4 AMERICORPS MEMBERS. The host site or its partners may not terminate or suspend the AmeriCorps member. The Kids on Course AmeriCorps Program is the sole entity that can terminate or suspend an AmeriCorps member.

5.5 REPAYMENT OF OVERPAYMENTS TO MEMBERS. Host sites may be required to repay to the program overpayments made to members that resulted from the site's failure to notify the program of a member's departure.

5.6 ONCORPS ACCOUNT. The assigned host site supervisor(s) will receive access to OnCorps timekeeping account.

5.7 MEMBER TIMESHEETS AND TERM MANAGEMENT. The host site supervisor(s) must approve member timesheets in the OnCorps timekeeping system. Timesheets must be approved within 3 days of submission. Host site supervisor(s) should regularly monitor time sheets to ensure all hours served are allowable and eligible, categorized appropriately (fundraising, direct service and training) and time sheets include all hours served by members. Attention should be paid to ensure that members are making regular progress toward the completion of their term of service. Members' term of service is a combination of the number of service hours and the length of the contract. Their service is not completed just by finishing the hours listed in their member service agreement.

5.8 REPERCUSSIONS FOR FAILING TO APPROVE TIMESHEETS. The host site supervisor(s) understand that failure to approve time sheets as outlined above may lead repercussions including but limited to the site supervisor being replaced and impacts to future consideration as a host site. Host site supervisor(s) further understands that the member's ability to earn their education award is based on timely approval of member timesheets and *other required exit paperwork*. Corrections to any official AmeriCorps documents must be done properly, including the date and initials of both the site supervisor (or program representative) and the member.

5.9 HOURLY LIMITS. AmeriCorps members cannot serve more than 12 hours in a day, 120 hours in a two-week period, and 200 hours in a month unless approved by the Kids on Course AmeriCorps Program Director.

5.10 CERTIFICATION OF MEMBER ACTIVITIES. The host site supervisor certifies all AmeriCorps member service, training, and fundraising hours as true and correct and ensure hours do not include any service activities prohibited by law, regulation, or grant terms and conditions. Further, the supervisor understands that a knowing and willful false certification by the member or supervisor on the timesheet can be punished under federal law (Section 1001 of Title 18, USC).

6. ADDITIONAL HOST SITE REQUIREMENTS

6.1 ALLOWABLE SERVICE. Host sites and Kids on Course program staff must place members in positions that adhere to the requirements established in this agreement and described in the Position Description guidelines. Position descriptions must be approved by the Kids on Course AmeriCorps Program prior to placing a member into the position. Service hours related to activities that are deemed prohibited or unallowable by the Kids on Course AmeriCorps Program, Volunteer Iowa, or CNCS will not count toward the AmeriCorps member's term of service.

6.2 POSITION DESCRIPTIONS. The Kids on Course AmeriCorps Program will provide the host site with a member position description, created in collaboration with appropriate stakeholders.

- The service activities must align with those outlined in the approved grant.
- Member position descriptions must include service activities that are new or expand on current activities. The member's primary duties should be direct service activities, not administrative or support services.
- Member positions descriptions should provide an opportunity for the member to be challenged and take responsibility for new programs/projects and grow their skills.
- Service Activities should clarify expectation and help the member understand their role in the organization. Avoid vague terms or descriptions of tasks.
- Make sure to use the AmeriCorps vernacular – for example: service, support, member, enroll, instead of terms like work, assist, hire or employee.

6.3 DISASTER SERVICE. Members are allowed to serve in times of disasters. The host site must notify the Kids on Course AmeriCorps Program within 24 hours of deploying members to local disasters. All disaster deployments (to activities outside of the approved program design) must be coordinated by the Volunteer Iowa. Under no circumstances are members allowed to self-deploy in times of disaster.

6.4 MEMBER EVALUATIONS. Host sites must complete evaluation of each member's term of service. Members who do not receive an evaluation are not eligible for their education award and will be exited for cause. Host sites must complete a mid-term evaluation of each FT, TQT, and HT member by the first working Friday in March. Host sites must complete an end-of-term evaluation of each member and submit it to the Kids on Course AmeriCorps Program within 7 days of the member's last day of service as indicated on the member service agreement. Evaluations must be signed and dated by both the member and site supervisor.

7. REPORTING

7.1 QUARTERLY REPORT. No quarterly reports.

7.2 REPORTS. The host site supervisor understands that they must complete and/or support their AmeriCorps members in completing the reports described in the Agreement.

7.3 REPORTING TIMELINE. The Cedar Rapids Community School District will collaborate with Kids on Course AmeriCorps Program to provide student data pertaining to Kids on Course's developed AmeriCorps performance measures. The District will provide data to the KOC AmeriCorps Program within 14 days of the request. This data may include student school attendance, student academic information, student demographics, student behavioral data, student summer program attendance, or involvement in extra-curricular activities. The purpose of this data is for the KOC AmeriCorps Program to report on the Road to College Benchmarks to Volunteer Iowa and CNCS. The performance measures summary is attached to this agreement for reference.

8. PROHIBITED ACTIVITIES

8.1 PROHIBITED ACTIVITIES. (45 CFR§§ 2520.65) While charging time to the Kids on Course AmeriCorps Program, accumulating service or training hours, or otherwise performing activities associated with the Kids on Course AmeriCorps Program or the Corporation for National and Community Service, members and volunteers recruited by members may not engage in the following activities:

1. Attempting to influence legislation.
2. Organizing or engaging in protests, petitions, boycotts, or strikes.
3. Assisting, promoting or deterring union organizing.
4. Impairing existing contracts for services or collective bargaining agreements.
5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
7. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
8. Providing a direct benefit to
 - a. A business for profit;
 - b. A labor union
 - c. A partisan political organization
 - d. A non-profit entity that fails to comply with restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - e. An organization engaged in religious activities as described above (7), unless Corporation assistance is not used to support those religious activities.

9. Conducting voter registration drive or using CNCS funds to conduct a voter registration drive.
10. Providing abortion services or referrals for receipt of such services.
11. Other such activities as CNCS/Volunteer Iowa may prohibit. AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training or managing others for the primary purpose of engaging in one of the activities listed above.

8.2 RIGHTS AS A PRIVATE CITIZEN. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

8.3 FUNDRAISING. (45 CFR§§ 2520.40) AmeriCorps members may raise resources directly in support of the [AMERICORPS PROGRAM's] service activities. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

1. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
4. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
5. Seeking donations from alumni of the program for specific service projects being performed by current members.

8.4 FUNDRAISING LIMITATIONS. (45 CFR§§ 2520.45) An AmeriCorps Member may spend no more than 10 percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities.

AmeriCorps members may not:

1. Raise funds for his/her living allowance; raise funds for an organization's general operating expenses, general fund or endowment;
2. Write a grant application for funding provided by a federal agency including CNCS grant proposals such as: Days of Service grants, AmeriCorps VISTA, Summer VISTA Associates, the Corporation for National Community Service grant proposals and AmeriCorps grants.

8.5 PROHIBITED ACTIVITIES. The host site agrees that any breach or threatened breach of Articles 8, 14 and 15 of this Agreement would result in irreparable harm to the Program; therefore, in addition to its other remedies at law or in equity, the Program shall be entitled to injunctive or other equitable relief in order to enforce or prevent any violations of the provisions of Articles 8, 14 and 15 without the posting of any bond.

8.6 NON-DUPLICATION. 45 CFR §§ 2540.100

- A. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) [non-displacement]

of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

8.7 NON-DISPLACEMENT. 45 CFR §§ 2540.100

- A. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant [AMERICORPS MEMBER] in a program receiving Corporation assistance.
- B. An organization may not displace a volunteer by using a participant [AMERICORPS MEMBER] in a program receiving Corporation assistance.
- C. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- D. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- E. A participant in any program receiving assistance [AMERICORPS MEMBER] under this chapter may not perform any services or duties, or engage in activities, that [AMERICORPS MEMBER] — (i) Will supplant the hiring of employed workers; or (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- F. A participant in any program receiving assistance [AMERICORPS MEMBER] may not perform services or duties that have been performed by or were assigned to any— (i) Presently employed worker; (ii) Employee who recently resigned or was discharged; (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures; (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or (v) Employee who is on strike or who is being locked out.

9. USES AND LIMITS OF AMERICORPS POSITIONS

9.1 SERVICE LIMITS. Individuals may serve multiple terms of AmeriCorps service. The following limitations apply to all positions. Individuals can only serve up to two (2) terms in a single grant year. AmeriCorps members may serve up to four (4) terms in an AmeriCorps State & National program. However, they may only earn up to the value of two (2) full-time education awards. Host sites should consult with members on how many previous AmeriCorps terms they have served to ensure they do not exceed the limits for AmeriCorps State & National.

9.2 REFILLING MEMBER POSITIONS. The following conditions, established by the Corporation, must be adhered to by all AmeriCorps Programs regarding refill of member slots vacated by members who exit early. Host sites must note that once a member is exited with a partial education award, the remaining portion of that award is not available for use. The host site acknowledges that the Kids on Course AmeriCorps Program has the final say in refilling all AmeriCorps positions.

- i. KOC AmeriCorps Program may replace any member who terminates service before completing 30% of his/her term provided that the member who terminates is not eligible for and does not receive a pro-rated education award.
- ii. Only fully enrolled member service categories may be refilled. For example, you may only refill a full-time slot if all other full-time slots are filled.
- iii. Host sites may not refill the same slot more than once.

9.3 REFILL DEADLINES. Refills must occur prior to November 1 for full-time members and February 1 for half-time members. Host sites may refill half time positions so long as the member has enough time to complete their term of service by October 31. These dates are subject to change based upon changes made by CNCS and/or Volunteer Iowa. The final decision related to whether positions will be refilled belong to the Kids on Course AmeriCorps Program.

9.4 MEMBER ENROLLMENT. The host site understands that the Program will reduce or renegotiate the awarded member slots at any time if the program is unable to fill the host site's AmeriCorps slots.

10. FINANCIAL COMMITMENT

10.1 PROGRAM SUPPORT. The Kids on Course AmeriCorps Program does not expect financial support from the host site.

11. AMERICORPS MEMBER ENROLLMENT REQUIREMENTS

11.1 MEMBER ELIGIBILITY REQUIREMENTS.

- 1) Be at least 17 years of age at the commencement of service OR be an out-of-school youth of at least 16 years of age participating in a youth corps-type program (42 USC 12572A2) OR an out-of-school youth of at least 16 years of age enrolled in a program for economically disadvantaged youth (as defined in the Act 42 USC 12572A9);
- 2) Have a high school diploma or its equivalent, or be in the process of obtaining one; and
- 3) Be a citizen, national, or lawful permanent resident of the United States.
- 4) Pass all required National Service Criminal History Checks
- 5) Be actively enrolled as an undergraduate or graduate student at the host site institution of higher education
- 6) Pass all required National Service Criminal History Checks (NSCHC)

11.2 ENROLLMENT REQUIREMENTS. Kids on Course AmeriCorps Program is responsible for ensuring members are eligible and complete eligibility processes in a timely manner.

11.3 ELIGIBILITY SUPPORT. Kids on Course AmeriCorps Program will support/assist prospective members in completing citizenship and/or NSCHC requirements prior to the member start date.

11.4 DISSEMINATION. The host site understands that under no circumstances will the Program disseminate the results of AmeriCorps member or program staff background checks. Requests for copies, electronic or hard copy, or other dissemination requests, such as written or oral, will be denied.

12. REASONABLE ACCOMATONS

12.1 NONDISCRIMINATION. In connection with the performance of work under this Agreement, the Host Site agrees not to discriminate against any employee, AmeriCorps participant, applicant for employment, or applicant for an AmeriCorps position on the basis of race, color, creed, religion, national or ethnic origin, ancestry, genetic information, physical or mental disability, age, sex, sexual orientation, gender identity or expression, pregnancy, marital status, veteran status, AIDS/HIV status, citizenship, or medical condition, as those terms are defined under applicable laws as required by Iowa Code sections 216.6 and 216.9, Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d and 2000e), the Equal Pay Act of 1973 (29 U.S.C. § 206, et seq.), Title IX (Educational Amendments, 20 U.S.C.§§ 1681 – 1688), Section 504 (Rehabilitation Act of 1973, 29 U.S.C. § 794), and the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.).

This provision shall include, but not be limited to, the following, employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Host Site further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The Host Site agrees to post in conspicuous places, available for employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

13. TERMINATION

13.1 AGREEMENT. Either Party may terminate or suspend this Agreement in whole or part upon thirty (30) days written notice to the other party.

In all instances of termination or suspension, the non-terminating party shall be given written notice of the termination or suspension, including a written explanation of the reason(s) for such action. Where appropriate, the non-terminating party shall be given reasonable time to cure any deficiency in its performance. If the deficiency is not corrected within a reasonable time, as defined by mutual agreement of the parties, the Agreement may then be immediately terminated or suspended.

In the event the agreement is terminated or suspended, the AmeriCorps participant shall be removed from the host site and, if possible, placed at another suitable host site.

14. CONTACT INFORMATION

14.1 AMERICORPS.

PRIMARY CONTACT	SECONDARY CONTACTS	
Gregory Michael White Kids on Course AmeriCorps Program Director gwhite@kidsoncoursecr.com	Jenny Becker Zach Johnson Foundation Executive Director jbecker@zachjohnsongolf.com	

402-217-1378	319-491-2383	
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14.2 HOST SITE.

PRIMARY CONTACT	SECONDARY CONTACTS	

WITNESS WHEREOF, the parties have executed this Host Site Agreement.

Kids on Course AmeriCorps Program	HOST SITE
SIGNED BY:	SIGNED BY:
TITLE:	TITLE:
DATE:	DATE:

Performance Measures Attachment for Kids on Course AmeriCorps Program

Title: Students on the Road to College

Problem Statement: Kids on Course is writing as an AmeriCorps program to address one persistent problem: the achievement gap of low-income students in Cedar Rapids area schools. Data from the 2017-2018 Cedar Rapids Community School District (CRCSD) school year shows that only 55% of low-income elementary school students were proficient in reading compared to 79% of their higher-income peers (Iowa Assessments Data CRCSD, 2017). That gap persists to graduation day, where 77% of low income 12th graders graduate on time, whereas 91% of their higher income peers graduate after four years of high school (Cedar Rapids Community School District, 2017). Children who are below grade level reading when they reach fourth grade are four times less likely to graduate from high school. Even more concerning, children who are below grade level reading when they reach fourth grade, and are from low-income families, are 13 times less likely to graduate high school (Hernandez, 2012). Students who drop out of high school are ineligible for 90% of jobs in America and five times more likely to go to prison, regardless of race (Wester, Pettit and Guetzkow, 2002). In the past 15 years, the number of students from low-income households in the Cedar Rapids Community School District has risen by 77%. Now 54.3% of all students in the district live below 185% of the poverty line, making them eligible for Free and Reduced-Price Lunch (FRPL) (Iowa Department of Education, 2018-19 data). The average percentage of FRPL students in the nine proposed AmeriCorps school sites is even higher, at an average of 70.9% (Iowa Department of Education, 2018-19 data). Our community must address this academic gap so that all children have the skills and opportunities needed to succeed in school, work, and life.

Selected Interventions: mentoring, service learning, family involvement, tutoring, summer learning, out-of-school time, other classroom support

Describe Interventions: Describe the design and dosage (frequency, intensity, duration) of the interventions you have selected.

Students enroll in Kids on Course starting in elementary school (grades 1-5). Students enrolled in Kids on Course receive after school academic tutoring and enrichment, intensive academic summer programming, family engagement strategies, positive mentoring by staff and members, and other barriers addressed, such as hunger. Each member will typically tutor the same set of 15 students either one-on-one or in small groups during school for 10-30 minutes daily, four days a week for a six- or twelve-week progress monitoring period. Elementary students receive 40 hours of after school academic tutoring and 20 hours of after school enrichment over the course of the school year, 3 hours a week, two days a week, for 20 weeks. The Kids on Course University elementary academic summer program provides students with core academic instruction and enrichment 33 days, 5-hours a day, during the summer. Elementary students also qualify for the Operation Backpack weekend food bag program and receive one supplemental food bag each Friday during the school year and summer.

Middle school (grades 6-8) students receive 28 hours of after school academic tutoring, 4 per week for 14 weeks during the school year. In the middle school summer Scholar Camp program students receive 56 hours of core academic instruction over five weeks.

High school (grades 9-11) students receive after school academic tutoring and support 4 days per week, 1.5 hours per day for 36 weeks during the school year. They will be also receiving classroom support and mentoring for 3 hours a day, five days a week for 36 weeks. During the summer, high school students attending the High School Boot Camp will receive 72 hours of core academic instruction in addition to service learning and enrichment opportunities.

At elementary, middle, and high school, families with students in the program are engaged through three academic-focused family night events, home-visits as needed, and ongoing communication with Kids on Course staff and members.

Describe the specific instrument(s) you will use to measure the output or outcome. Include the title of the instrument(s), a brief description of what it measures and how it will be administered, and details about its reliability and validity if applicable.

ED 1A

Target: 700 individuals

Measured by Tracking System

Kids on Course students enroll in the program each year by filling out an enrollment form at the school where they attend. This enrollment form captures data such as student name, grade, teacher, and other information necessary for the safety of the students in the program. KOC staff at the school review each form for completeness and then enter the data into a master excel spreadsheet which contains all KOC students, grades 1-11, from all schools served. This excel spreadsheet ensures that no students are duplicated through thorough review at the site level and administration level. Through this spreadsheet, we can gain an unduplicated number of students enrolled in Kids on Course in the fall of the school year. Students are considered served if they maintain participation in after school Learning Lab to the end of the school year.

Describe the specific instrument(s) you will use to measure the output or outcome. Include the title of the instrument(s), a brief description of what it measures and how it will be administered, and details about its reliability and validity if applicable.

Number of students reaching Road to College Benchmarks

Target: 350 students

Measured by: Other (tracking system)

Kids on Course uses a series of Road to College benchmarks for the program, as a way to track students meeting expectations for participation in the program. These benchmarks show that students are taking full advantage of Kids on Course interventions and are on track to succeed academically. Site staff document whether the student has met the Road to College benchmarks in the master Excel spreadsheet. Using review of site staff and administration, and the "delete duplicates" function on Excel,

we can verify that no students are duplicates in this count. Road to College Benchmarks: Elementary (80% or higher attendance at KOC After School Learning Lab, 95% or higher school attendance, attend Kids on Course University Summer Program if not on grade level in reading); Middle School (80% or higher attendance at KOC After School Learning Lab, 95% or higher school attendance, no suspensions, must attend Scholar Camp in the summer); High School (95% or higher school attendance, no suspensions, 3.0 GPA or attend 80% of Learning Lab, follow school's tardy policy, be involved in 2 or more extracurricular activities). To be counted for this outcome, a student must meet all of the Road to College benchmarks for their grade level.

School attendance, tardy data, and behavior data is tracked by each school and provided to Kids on Course staff for inclusion into this outcome. Learning Lab attendance, attendance at the summer programs, and extracurricular involvement is tracked by Kids on Course site staff and AmeriCorps members and is input on Excel spreadsheets. In the spring of each school year, after spring assessments have been completed, each site creates a report card for each student noting which Road to College benchmarks have been met. The sites note each student's Road to College status in a master enrollment Excel sheet which the program will use to report this outcome.

District shall be responsible for the following:

Collaborate with Kids on Course staff to provide enrichment, academic, and parent engagement services to students at Van Buren, Cedar River Academy at Taylor, Grant, Hoover and Harrison Elementary Schools, Roosevelt and Wilson Middle Schools and Kennedy and Jefferson High Schools.

- A. Provide space for the Kids on Course staff and AmeriCorps members to facilitate their work at Van Buren, Cedar River Academy at Taylor, Grant and Harrison Elementary Schools, Roosevelt and Wilson Middle Schools and Roosevelt and Wilson Middle Schools and Kennedy and Jefferson High Schools.
- B. Provide desks, chairs and one computer with access to school printers at each of the following schools: Van Buren, Cedar River Academy at Taylor, Grant and Harrison Elementary Schools, Roosevelt and Wilson Middle Schools and Roosevelt and Wilson Middle Schools and Kennedy and Jefferson High Schools.
- C. Follow applicable FERPA and HIPAA requirements in providing information for reporting and monitoring purposes to Kids on Course staff.
 - a. Identify which CRCSD employees will work with KOC staff.
 - b. Obtain, share, and support the interpretation of participants' school records
 - c. Sharing data of academic performance, including but not limited to FAST scores, ISASP scores as well as demographic information and behavioral indicators in aggregate regarding Kids on Course participants and those in control groups.
- D. Provide production services at District cost

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, the Foundation will provide a certificate of insurance as defined in the three page attachment included at the end of this agreement.
- B. The District will indemnify and hold harmless the Foundation 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 Foundation 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, negligence or willful misconduct in the performance of 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.

- 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>Cedar Rapids School District Contact Person Eric Christenson, Executive Director PK-5 Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids, IA 52405</p>	<p>The Zach Johnson Foundation Contact Person: Jenny Becker, Zach Johnson Foundation Box 2336 Cedar Rapids, IA 52306</p>
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By: _____

Board President

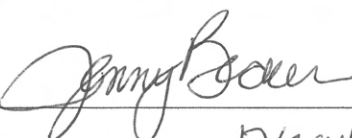
Date: September 28, 2020

By: _____

Board Secretary

Date: September 28, 2020

ZACH JOHNSON FOUNDATION

By: 

Title

Executive
Director

Date: 9/22/2020

CONSENT AGENDA

BA-21-085 Resolution – Approval of the Iowa’s Volkswagen Settlement Environmental Mitigation Trust Project Agreement (David Nicholson)

Exhibit: BA-21-085.1-19

Action Item

Pertinent Fact(s):

1. In July 2020, the Districts application was approved by the Iowa DOT for the Iowa’s Volkswagen Settlement Environmental Mitigation Trust funding.
2. CRCSD’s application was approved to replace 4 diesel buses with 2 electric buses and 2 propane buses. We will receive a reimbursement of up to a maximum of 25% of eligible costs or \$57,500, whichever is less, for the purchase of the propane buses. We will receive a reimbursement of up to a maximum of 45% of eligible costs or \$360,000, whichever is less, for the purchase of the electric buses. In addition, we will receive a reimbursement of \$20,000 to offset the costs of the electric charging infrastructure.
3. The process to purchase new buses and decommission the old ones must be completed by December 31, 2022.

Recommendation:

It is recommended that the Board of Education approve the Resolution Agreement with the Iowa Department of Transportation for the Iowa’s Volkswagen Settlement Environmental Mitigation Trust Project.

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for an
Iowa's Volkswagen Settlement Environmental Mitigation Trust Project

Recipient: **Cedar Rapids Community School District**
Project Number(s): **ADM-VOLK(158)—90-20**
Iowa DOT Agreement Number: **20-VW-059**

This agreement, made as of the date of the last party's signature below, is between Cedar Rapids Community School District (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Iowa's Volkswagen Settlement Environmental Mitigation Trust (Iowa VWSEMT) program. The Department has been designated as the lead state agency and has been delegated authority to act on behalf of and legally bind the State of Iowa for the purposes of the Volkswagen Settlement Environmental Mitigation Trust.

The Recipient has been chosen to participate in the Iowa VWSEMT program administered by the Department and will receive funding through this program. The Iowa VWSEMT program supports a broad range of voluntary nitrogen oxides (NO_x) emissions reduction projects and recipients are selected through a competitive application process.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide funds through the Iowa VWSEMT program to the Recipient for authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be responsible for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be Jared Smith, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1713. The Recipient's contact person shall be David Nicholson, Cedar Rapids Community School District, 2500 Edgewood Rd NW, Cedar Rapids, Iowa 52405, 319-558-1237.
3. The Recipient shall be responsible for the development and completion of the following described project:

3A - Replace one 2007 engine model year diesel bus (VIN# 1BAKFCKA39F258516) with the purchase of one new electric bus with an engine model year in which the Eligible Mitigation Action occurs or one engine model year prior;

Replace one 2008 engine model year diesel bus (VIN# 1BAKFCKAX9F258514) with the purchase of one new electric bus with an engine model year in which the Eligible Mitigation Action occurs or one engine model year prior;

3B - Replace one 2007 engine model year diesel bus (VIN# 1T88J3E2X81102101) with the purchase of one new propane bus with an engine model year in which the Eligible Mitigation Action occurs or one engine model year prior;

Replace one 2005 engine model year diesel bus (VIN# 1T88P3E2781102121) with the purchase of one new propane bus with an engine model year in which the Eligible Mitigation Action occurs or one engine model year prior;

Exhibit A Grant Application - Project Cost Form and Fleet Description Form (hereinafter referred to as Exhibit A) lists the items eligible for reimbursement under this project.

4. The Department shall provide a single, lump sum reimbursement toward the approved and eligible purchase and installation costs listed in *Exhibit A*. This reimbursement shall be limited to a maximum of 45 percent of eligible costs or \$380,000, whichever is less, for the purchase and installation costs of vehicles included in Section 3, Subsection a. above. This reimbursement shall be limited to a maximum of 25 percent of eligible costs or 57,500, whichever is less, for the purchase and installation cost of vehicles included in Section 3, Subsection b. above. In no event shall the Department's reimbursement obligation under this agreement exceed this amount. A maximum of \$20,000 of this amount may be reimbursed toward costs associated with electric charging infrastructure costs. Eligible costs are as listed in *Exhibit A* and as described in *Exhibit B Eligible Costs*, and are subject to Department review. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the Recipient's contribution.
5. The Recipient shall complete all project activities listed in *Exhibit A* by December 31, 2022.
6. Procurement of goods and services and the selection of vendors shall be achieved as follows:
 - a. Recipients that constitute a unit state government, including but not limited to an agency, authority, board, commission, committee, council, or department, and Recipients that constitute a subdivision of the state or its offices or units, including but not limited to, a county, city or municipality, shall do so in compliance with Iowa Code Chapter 8A and Iowa Administrative Rule 11 – Chapter 117.
 - b. Recipients that are not a unit of state government nor a subdivision of the state, its offices or units, shall do so in a manner that is consistent with Iowa Code Chapter 8A and Iowa Administrative Rule 11 – Chapter 117, as required in the procurement guidance document attached as Exhibit D to this agreement and incorporated herein by reference.

The Recipient must make a good faith effort to encourage competition. The Recipient shall also provide a completed Exhibit D Procurement Checklist and Certification with the claim for reimbursement. The Recipient shall, upon request by the Department, make available for inspection and copying all documents in any form that relate in any way to the Recipient's procurement of goods and services and selection of vendors under this agreement. Such documents shall be provided to the Department no later than 7 days after the Department's request.

7. The vehicle(s) or engine(s) being replaced must be scrapped and rendered inoperable and available for recycle as described in Exhibit E Vehicle Scrapping Requirements. Evidence of scrapping is required to be submitted to the Department. Scrapping shall take place within ninety days of the receipt of the replacement vehicle(s) or engine(s). Other components of a scrapped vehicle may be salvaged from the unit being replaced (e.g. plow blades, shovels, seats, tires, etc.).
8. The Recipient shall submit the claim for reimbursement within 30 days of the replaced vehicle or engine being placed into service. The claim shall include but is not limited to: a completed Exhibit D Procurement Checklist and Certification; receipts, invoices, payrolls, and other documentation supporting all vendor, contractor, or in-house costs being claimed for reimbursement; cancelled checks (or equivalent) demonstrating proof of the Recipient's payment of all costs being claimed; documentation of acceptance and/or delivery such as vehicle title and registration, installation inspection report, or other documentation as applicable; a revised Fleet Description Form; proof of installation, disablement, or scrapping as required by this agreement; a completed Iowa VWSEMT program claim form, and the final report. If electric charging infrastructure is listed as an approved project cost on *Exhibit A*, receipts supporting all contractor costs and payrolls or any other documentation, as applicable, supporting any internal installation costs being claimed shall also be provided. The reimbursement will not be processed nor the Recipient paid until all requirements of this agreement are met.
9. The Recipient shall submit electronic project progress reports to the Department on a semi-annual basis using the reporting template and format provided by the Department according to the following schedule:

<u>Reporting Period</u>	<u>Semi-Annual Report Due Date</u>
January 1 to June 30	July 10
July 1 to December 31	January 10

If a due date falls on a weekend or state holiday, the report will be due on the next business day. Reporting requirements shall include a project status summary including, but not limited to: the date of purchase, the date of delivery and installation (as applicable), and complete description of the status (including a summary of all costs incurred). The final report will also include a full summary of the project, all costs incurred, and the completed Iowa VWSEMT Fleet Description Form. The final report is required to accompany the claim for reimbursement. Additional reporting information may be requested by the Department at any time. The Recipient shall respond to additional information requests within five business days of receipt of the written request.

10. Any vehicles or equipment purchased under this agreement will be the property of the Recipient.
11. The Recipient shall ensure that the vehicles or equipment purchased under this agreement remain in operation chiefly within the state of Iowa for a minimum of two years (over 80 percent of the miles or hours operated) and must continue to perform a similar function and operation as the vehicle, engine, or equipment that is being replaced following completion of all requirements under this agreement and payment to the Recipient by the Department.
12. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.

13. All information submitted by the Recipient in support of a request for funding under this program and all records supporting all expenditures of funds will be in the public domain and is subject to inspection by interested parties and disclosure to the public, subject to any applicable confidentiality exceptions provided in Iowa Code Chapter 22 or other applicable state or federal laws. By signing this agreement, the Recipient acknowledges that this information is subject to public disclosure and agrees to allow any of this information to be published or distributed in various print or electronic media publications. All documentation and records submitted by the Department in support of each funding request to the VWSEMT will be available to the public via the trustee public website, which is accessible at <https://www.vwenvironmentalmitigationtrust.com/>. Summarized details regarding expenditure of VWSEMT funds by the Department (e.g., cumulative totals for categories of eligible mitigation actions identified in the Beneficiary Mitigation Plan, identification of recipients of trust funds and their project scopes) will be maintained on the Department's VWSEMT webpage, which is accessible at <https://iowadot.gov/VWSettlement/default.aspx>. Documentation and records supporting all expenditures of the VWSEMT funds by the Department will be made publicly available, upon request.
14. Any publications created by the Recipient pertaining to work performed under this agreement shall contain the following statement:

“This project was funded through the support of the Iowa Department of Transportation (Iowa DOT) under Iowa’s Volkswagen State Environmental Mitigation Trust program. However, any opinions, findings, conclusions, or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of Iowa DOT.”

The Department reserves the right to publish the reports, publications, and other forms of material completed by the Recipient and delivered to the Department. Written and oral releases are considered to be within the context of public rights so reserved by the Department.
15. If the Recipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify the Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Recipient remains in default.
16. This agreement may be declared to be in default by the Department if the Department determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.
17. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Recipient agrees to repay said funding if they are found to be in default. Repayment

methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.

18. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project for a minimum of two (2) years following completion of obligations under this agreement. The Recipient shall also make these materials available at all reasonable times for inspection by the Department. Copies of these materials shall be furnished by the Recipient if requested. The Recipient shall also permit entry by the Department to any facilities where vehicles or equipment is stored or operated and where any equipment is installed for the purposes of inspection at all reasonable times. If, upon final audit, inspection, or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department.
19. This agreement is not assignable without the prior written consent of the Department.
20. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
21. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
22. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
23. This agreement and the attached exhibits constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

RECIPIENT: Cedar Rapids Community School District

By: _____ Date September 28, 2020
(Recipient Representative Signature)

Title: Board President
(Recipient Representative Title)

CERTIFICATION:

I, Laurel A. Day, certify that I am
(Name of Witness to Signature)

Board Secretary, and that Nancy J. Humbles,
(Title of Witness to Signature) (Recipient Representative who signed above)

who signed said Agreement for and on behalf of Cedar Rapids Community School District
(Name of Organization)

is authorized to sign the same.

Signed: _____
(Witness to Signature)

IOWA DEPARTMENT OF TRANSPORTATION

Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010

By: _____ Date _____
Craig Markley
Director
Systems Planning Bureau

EXHIBIT A
Grant Application

EXHIBIT B Eligible Costs

The following costs are eligible for reimbursement under this program when listed in the approved Grant Application – Project Cost Form and Fleet Description Form (Exhibit A) and in accordance with the additional requirements listed below:

- A. Only costs incurred directly by the Recipient within the project period defined in this agreement are eligible for reimbursement.
- B. Eligible costs may include the procurement of goods and services from vendors and contractors as well as labor costs incurred by the Recipient's employees for installation as determined by the Department.
- C. The eligible acquisition cost for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance and freight may be included in or excluded from the acquisition cost in accordance with regular accounting practices.
- D. Funds awarded under Iowa's Volkswagen Settlement Environmental Mitigation Trust (Iowa VWSEMT) program may be used for the following purposes:
 1. Category 1 – Class 4-8 School Bus, Shuttle Bus, or Transit Bus: The replacement or repowering of a 2009 engine model year or older diesel bus with a new diesel, alternate fueled, or all-electric bus or engine with an engine model year of the current year or one engine model year prior is an eligible project. The conversion of a new vehicle to an alternate fueled vehicle is an eligible replacement project if the conversion is completed by the dealer or manufacturer prior to the applicant receiving the certificate of title for the vehicle. Charging infrastructure required in conjunction with an all-electric replacement or repower is also an eligible cost.
 2. Category 2 – Freight Trucks and Port Drayage Trucks: The replacement or repowering of a 1992-2009 engine model year class 4-8 local freight truck or class 8 drayage truck with a new diesel, alternate fueled, or all-electric truck or engine with an engine model year of the current year or one engine model year prior is an eligible project. The conversion of a new vehicle to an alternate fueled vehicle is an eligible replacement project if the conversion is completed by the dealer or manufacturer prior to the applicant receiving the certificate of title for the vehicle. Charging infrastructure required in conjunction with an all-electric replacement or repower is also an eligible cost.
 3. Category 3 – Non-Road Transport and Equipment: The replacement or repowering of non-road transport and equipment is an eligible project subject to the limitations below. Charging infrastructure required in conjunction with an all-electric replacement or repower is also an eligible cost. Eligible replacement or repowering of non-road transport and equipment projects are limited to:
 - a. Freight Switchers: The replacement or repowering of pre-Tier 4 locomotives that operate 1,000 hours or more per year in rail yards for light freight duties and rail car transfer with any new diesel, alternate fueled, or all-electric engine(s) or freight switcher (including generator sets) is an eligible project under this category. Replacements and repowers need to be certified to meet the applicable Environmental Protection Agency (EPA) emissions standards as published in the Code of Federal Regulations (CFR) for the engine model year in which the replacement or repower occurs (40 C.F.R. Part 1033).
 - b. Ferries and Tugs: Ferries and tugs with unregulated, Tier 1, or Tier 2 diesel-powered marine engines may be repowered with any new Tier 3 or Tier 4 diesel, alternate-fueled, or all-electric engines. They may also be upgraded with an EPA-certified remanufacture system or an EPA-verified engine upgrade.
 - c. Marine Vessel Shore power: This project type includes systems that enable the main and auxiliary engines of a compatible vessel (including those operating in fresh-water lakes or rivers) to remain off while the

vessel is at berth. Components eligible for reimbursement are limited to cables, cable management systems, shore power coupler systems, distribution control systems, and power distribution. Marine shore power systems must comply with international shore power design standards (ISO/IEC/IEEE 80005-1-2012 High Voltage Shore Connection Systems or the IEC/PAS 80005- 3:2014 Low Voltage Shore Connection Systems) and should be supplied with power sourced from the local utility grid.

- d. Airport Ground Support Equipment: Airport ground support equipment eligible for replacement or repower includes:
 - i. Tier 0, Tier 1, or Tier 2 diesel-powered equipment; and
 - ii. Uncertified or certified to 3 g/bhp-hr or higher emissions, spark ignition engine powered airport ground equipment.

Eligible equipment may be repowered with an all-electric engine or may be replaced with an all-electric form of the same airport ground support equipment.

- e. Forklifts and Port Cargo Handling Equipment: Forklifts with a lift capacity greater than 8,000 lbs. and port cargo handling equipment may be repowered with an all-electric engine or may be replaced with the same equipment in an all-electric form.

EXHIBIT C

Ineligible Costs

The following costs are ineligible for reimbursement under this program:

1. Costs incurred prior to the project period defined in this agreement are ineligible for reimbursement.
2. Costs determined by the Department to be unallowable pursuant to Iowa's VWSEMT program guidance or guidance provided by the Volkswagen Settlement Environmental Mitigation Trust. Costs may be determined to be unallowable prior to award or through ongoing monitoring of costs incurred by the Recipient, or a combination of both approaches and as documented by the Department.
3. Costs associated with required scrapping of eligible repower or replacement vehicles or engines. If a Recipient receives money in return for scrapping an engine or vehicle, they may apply said funds toward their required cost share.
4. Equipment and parts on engine repower projects are only eligible for reimbursement if they are included in the certified engine configuration and/or are required to ensure the effective installation and functioning of the new technology, but are not part of typical vehicle or equipment maintenance or repair. Examples of ineligible engine repower costs include, but are not limited to: tires, paint, brakes, and mufflers. For engine replacement with battery, fuel cell, and grid electric, examples of ineligible costs include, but are not limited to, electricity, and operation and maintenance costs.
5. No funds provided under the Iowa VSEMP program may be used for the following purposes:
 1. Administrative costs, lobbying, or for the intervention in federal regulatory or adjudicatory proceedings.
 2. Insurance, vehicle maintenance or vehicle fuel.
 3. Emissions testing and/or air monitoring activities (including the acquisition cost of emissions testing equipment), or research and development.
 4. Emissions reductions and vehicle and equipment replacements that are mandated under federal law. This refers to specific compliance dates within the mandate, not when the mandate is passed. Voluntary or elective emissions reductions measures shall not be considered "mandated", regardless of whether the reductions are included in the State Implementation Plan of a State.
 5. Liquid or gaseous fueling infrastructure.
 6. Purchase of vehicles, engines, or equipment to expand a fleet.
 7. Upgrading/replacing diesel vehicles/equipment with gasoline-powered engines.
 8. Replacement or repowers of vehicles or equipment that have not been chiefly operated within the state of Iowa during the previous calendar year (over 80 percent of the miles or hours) and are not fully operational and in current, regular service.
 9. Replacement or repowers of non-diesel engines.
 10. Replacement or repowers of vehicles and equipment that are not owned by the applicant (certificate of title lists the applicant's name).
 11. Leasing of new or repowered vehicles.

EXHIBIT D Procurement Checklist and Certification

PROCEDURES:

Procurement of good(s) or services must be achieved through a competitive bidding process that is fair, open, and objective and in compliance with the following procedures derived from Iowa Code Chapter 8A and Iowa Administrative Rule 11 – Chapter 117. This checklist and certification must be completed and submitted to the Department with the claim for reimbursement. Proceed through the questions and mark “yes” to indicate each has been completed. Mark “N/A” to indicate the question is not applicable to your procurement. Reimbursement will not be made for purchases that do not follow the required procedures. If you have any questions, please contact the Department for assistance prior to proceeding.

DEFINITIONS:

“Bid specification” means the standards or qualities which must be met before a contract to purchase will be awarded and any terms which the director has set as a condition precedent to the awarding of a contract.

“Competitive bidding procedure” means the advertisement for, solicitation of, or the procurement of bids; the manner and condition in which bids are received; and the procedure by which bids are opened, accessed, evaluated, accepted, rejected or awarded. A “competitive bidding procedure” refers to all types of competitive solicitation processes referenced in this chapter and may include a transaction accomplished in an electronic format.

“Competitive selection documents” means documents prepared for a competitive selection by a department or agency to purchase goods and services. Competitive selection documents may include requests for proposal, invitations to bid, or any other type of document a department or agency is authorized to use that is designed to procure a good or service for state government. A competitive selection document may be an electronic document.

“Formal competition” means a competitive selection process that employs a request for proposals or other means of competitive selection authorized by applicable law and results in procurement of a good or service.

“Informal competition” means a streamlined competitive selection process in which a department or agency makes an effort to contact at least three prospective vendors identified by the department or purchasing agency as qualified to perform the work described in the scope of work to request that they provide bids or proposals for the delivery of the goods or services the department or agency is seeking.

“Lowest responsible bidder” means the responsible bidder that is fully compliant with the requirements and terms of the competitive selection document and that submits the lowest price(s) or cost(s).

“Procurement,” “procure,” or “purchase” means the acquisition of goods and services through lease, lease/purchase, acceptance of, contracting for, obtaining title to, use of, or any other manner or method for acquiring an interest in a good or service.

“Responsible bidder” means a vendor that has the capability in all material respects to perform the contract requirements. In determining whether a vendor is a responsible bidder, the department may consider various factors including, but not limited to, the vendor’s competence and qualification for the type of good or service required, the vendor’s integrity and reliability, the past performance of the vendor relative to the quality of the good or service, the past experience of the department in relation to the vendor’s performance, the relative quality of the good or service, the proposed terms of delivery, and the best interest of the state.

“Sealed” means the submission of responses to a solicitation in a form that prevents disclosure of the contents prior to a date and time established by the department for opening the responses. Sealed responses may be received electronically.

“Sole source procurement” means a purchase of a good or service in which the department or agency selects a vendor without engaging in a competitive selection process.

<input type="checkbox"/> Yes (Required)	<p>1. HAS A WRITTEN INTERNAL CONTROL AND CONFLICT OF INTEREST POLICY GOVERNING PROCUREMENT BEEN ESTABLISHED? (Or, does a written policy meeting this requirement already exist?)</p> <p>If not already existing, the Recipient shall establish internal controls and procedures to initiate purchases, complete solicitations, make awards, approve purchases, and receive good(s) or services to ensure no single individual can place undue influence over the process. <u>This policy must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> This policy must include written standards of conduct covering conflicts of interest and governing the actions of the Recipient’s employees engaged in the selection, award, and administration of contracts and must include the following:</p> <ul style="list-style-type: none"> • No employee, officer, or agent may participate in the selection, award, or administration of a contract if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. • If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<p>2. WAS THE PROCUREMENT ADMINISTERED DIRECTLY BY THE IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) OR ANOTHER STATE AGENCY/DEPARTMENT AUTHORIZED TO PURCHASE THE GOOD(S) OR SERVICES?</p> <p>This question is applicable only to Recipients that are a unit of state government. If a unit of state government, the purchase has been made through a solicitation administered directly by DAS procurement staff or through another state department or agency explicitly allowed to procure the good(s) or services by Iowa Code. <u>Documentation relating to the procurement must be retained and may be subject to review by the Department, at any time.</u></p>
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<p>3. DID THE RECIPIENT USE A ‘STATE BID’ TO PROCURE THE GOOD(S) OR SERVICES?</p> <p>If the Recipient is a county, city, school district, or any combination thereof, the purchase has been made through use of a competitive bid solicited by DAS as allowed by Iowa Code (use of ‘state bid’). <u>Documentation relating to the procurement must be retained and may be subject to review by the Department, at any time.</u></p>
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<p>4. IS THIS A SOLE SOURCE PROCUREMENT?</p> <p>A sole source procurement is to be avoided and may only be allowed in unusual circumstances upon advice (and with prior approval) of the Department. Such circumstances may include situations where only one vendor is qualified or eligible to provide the good(s) or services; the procurement is of a specialized nature requiring specific experience, expertise, proximity, or ownership of intellectual property rights; or applicable law requires the use of the specific</p>

	<p>good(s) or services from that vendor. The Recipient must contact the Department prior to engaging in a sole source procurement. <u>Documentation of the procurement and justification for the sole source procurement must be retained.</u></p>
<input type="checkbox"/> Yes (Required)	<p>5. HAS EVERY EFFORT BEEN MADE TO SUPPORT IOWA-BASED BUSINESSES, IOWA-MADE PRODUCTS, AMERICAN-BASED BUSINESSES, AND AMERICAN-MADE PRODUCTS?</p> <p>Preference must be given to purchasing Iowa products and purchasing from Iowa-based businesses if the Iowa-based business bids submitted are comparable in price to bids submitted by out-of-state businesses and otherwise meet the required specifications. In the event of a tie, the Iowa-based bid shall be awarded.</p> <p>Preference must be given to purchasing American-made products and purchasing from American-based businesses if the life cycle costs are comparable to those products of foreign businesses and which most adequately meet the required specifications. In the event of a tie, the American-based bid shall be awarded.</p> <p><u>An explanation of your efforts may be subject to review by the Department, at any time.</u></p>
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<p>6. HAS AN ESTIMATE FOR THE GOOD(S) OR SERVICES BEEN CALCULATED TO DETERMINE WHICH COMPETITIVE PROCESS MUST BE FOLLOWED?</p> <p>The Recipient shall prepare an estimate for the good, group of goods, or services to be procured which will determine whether an informal or formal competition process will be followed. <u>This estimate must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u></p> <p>If the Recipient answered 'Yes' to questions 2, 3, or 4 above, the answer to this question is 'N/A.'</p>
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<p>7. IF THE ESTIMATED COST OF THE GOOD(S) OR SERVICES IS ESTIMATED TO BE LESS THAN \$50,000, HAVE INFORMAL COMPETITION PROCEDURES BEEN FOLLOWED?</p> <p>If the cost of any good(s) or services is estimated to be less than \$50,000, informal competition procedures may be followed. The competitive selection process must be fair, open, and objective and at a minimum must generally adhere to the following:</p> <ul style="list-style-type: none"> • <i>Specifications:</i> The Recipient shall consider what requirements are necessary for the good(s) or services so that consistent, fair communication can be made with potential bidders. All specifications shall be written in a manner that encourages competition. Specifications shall be written in general terms without reference to a particular brand or model unless the reference is clearly identified as intending to illustrate the general characteristics of the item and not to limit competition. A specific brand or model may be procured only when necessary to maintain a standard required or authorized by law or rule or for connectivity or compatibility with existing commodities or equipment. <u>The specifications must be retained with your competitive selection documents and may subject to review by the Department, at any time.</u> • <i>Solicitation:</i> Bids may be solicited from vendors via email, phone, fax, or other means. The Recipient must make every effort to receive at least three (3) bids. • <i>Bid tabulation:</i> A record shall be made of all bids received and they shall be tabulated in order to compare bids and ensure all necessary requirements are met. <u>The bid tabulation must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> • <i>Determination of award:</i> The lowest responsive responsible bidder shall be awarded the contract. Any irregularities or determination of non-responsiveness shall be documented. The Recipient may use the form of contract they normally use for purchases of similar good(s) or services. <u>The determination of award must be retained with your competitive selection documents and may be subject to review by the</u>

	<p><u>Department, at any time.</u></p> <ul style="list-style-type: none"> • <i>Transparency:</i> Records relating to the specifications, solicitation, bids received, bid tabulation, and determination of award must be provided to any bidder, upon request.
<p><input type="checkbox"/> Yes <input type="checkbox"/> N/A</p>	<p>8. IF THE ESTIMATED COST OF THE GOOD(S) OR SERVICES IS ESTIMATED TO BE \$50,000 OR MORE, HAVE FORMAL COMPETITION PROCEDURES BEEN FOLLOWED?</p> <p>If the cost of any good(s) or services is estimated to be \$50,000 or more, formal competition procedures <u>must</u> be followed. The competitive selection process must be fair, open, and objective and at a minimum must generally adhere to the following:</p> <ul style="list-style-type: none"> • <i>Specifications:</i> The Recipient shall consider what requirements are necessary for the good(s) or services so that consistent, fair communication can be made with potential bidders. All specifications shall be written in a manner that encourages competition. Specifications shall be written in general terms without reference to a particular brand or model unless the reference is clearly identified as intending to illustrate the general characteristics of the item and not to limit competition. A specific brand or model may be procured only when necessary to maintain a standard required or authorized by law or rule or for connectivity or compatibility with existing commodities or equipment. <u>The specifications must be retained with your competitive selection documents and may subject to review by the Department, at any time.</u> • <i>Prepare formal documents:</i> A written request for <u>sealed</u> bids must include the date/time bids will be due to the Recipient, the date/time/place bids will be opened, a complete description of the good(s) or services to be procured, any further explanation required for product specifications or vendor expectations, how bids will be assessed for award, and any other information necessary for a bidder to prepare a responsive bid. All bids shall be sealed until the date/time of the bid opening. • <i>Solicitation:</i> Bids may be solicited from vendors via email, phone, fax, or other means. The Recipient must make every effort to receive three (3) bids. • <i>Bid opening:</i> The Recipient opens the sealed bids received at on the date/time and in the place specified. Any bidders may choose to witness the bid opening. <u>All bids and any accompanying information shall be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> • <i>Bid tabulation:</i> A record shall be made of all bids received and they shall be tabulated in order to compare bids and ensure all necessary requirements are met. <u>The bid tabulation must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> • <i>Determination of award:</i> The lowest responsive responsible bidder shall be awarded the contract. Any irregularities or determination of non-responsiveness shall be documented. The Recipient may use the form of contract they normally use for purchases of similar good(s) or services. <u>The determination of award must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> • <i>Transparency:</i> All bidders shall be notified of the results of the solicitation and of the Recipient's intent to award to a specific bidder. Records relating to the specifications, solicitation, bids received, bid tabulation, and determination of award must be provided to any bidder, upon request.
<p><input type="checkbox"/> Yes (Required)</p>	<p>9. HAVE THE PURCHASED GOOD(S) OR SERVICES BEEN RECEIVED IN ACCORDANCE WITH THE REQUIRED SPECIFICATIONS?</p> <p>It is the Recipient's responsibility to review the receipt of all goods and the completion of any services to ensure their compliance with VWSEMT requirements and the specifications included in the procurement of said goods or services. <u>Goods or services procured may be subject to review by the Department, at any time.</u></p>

The undersigned is an official authorized to represent the Recipient. The person signing this document must have the authority to contractually bind the organization or be the designated fiscal agent.

Certification

I certify that all procurement associated with this project has been carried out in accordance with the procedures listed in this **Exhibit D Procurement Checklist and Certification**; that records documenting the procurement process and implementation will be maintained; that this completed checklist will be submitted with the claim for reimbursement, and the Department is hereby granted access to inspect project sites and/or records.

To the best of my knowledge and belief, all responses in this checklist and certification is true and accurate. I understand that intentionally providing false information in this checklist and certification may result in criminal prosecution under Iowa Code § 714.8(3).

I understand that if the procedures described in this checklist and certification are not followed or a subsequent audit, inspection or review of procedures and documentation by the Department finds noncompliance, costs incurred through this procurement may not be eligible for reimbursement by the Department.

I certify under penalty of perjury and pursuant to the laws of the state of Iowa that the preceding is true and correct.

Printed Name _____ **Title** _____

Signature _____ **Date** _____

EXHIBIT E

Vehicle and Engine Scrapping Requirements

Permanent disablement (scrapping) of the vehicle(s) and/or engine(s) being replaced is required to ensure that they are no longer suitable for use. Permanent disablement shall take place within ninety days of the replacement vehicle(s) or repowered engine(s) being placed into service. Scrapping shall mean to render inoperable and available for recycle, and at a minimum, to:

1. Cut a 3-inch diameter hole in the engine block for all engines.
2. If a replacement project, disabling the chassis by cutting completely through the frame/frame rails on each side at a point located between the front and rear axles

The Recipient shall submit a Vehicle/Engine Scrapping Certification Letter using the attached example as evidence of disablement. The letter shall include all of the following:

- The date permanent disposal took place;
- Vehicle identification number (VIN) of each vehicle;
- Engine model year of each vehicle; and
- Representative (full color) photos of the vehicle(s) and/or engine(s) being scrapped. Example photos are included in this exhibit. At a minimum, these photos shall clearly show:
 - The destroyed engine block with 3-inch diameter hole; and
 - The cut frame rails.

[CERTIFICATION LETTER MUST BE PRINTED ON THE APPLICANT'S LETTERHEAD]

Vehicle/Engine Scrapping Certification Letter

[DATE]

The following vehicle(s) and/or engine(s) was/were scrapped according to **[insert APPLICANT'S name]** project agreement **[insert PROJECT AGREEMENT NUMBER]** with the Iowa Department of Transportation (Iowa DOT) for Iowa's Volkswagen Settlement Environmental Mitigation Trust (VSEMT) program. The VSEMT program requires that the vehicle(s) and/or engine(s) being replaced must be rendered inoperable and available for recycle by:

- a. cutting a 3-inch diameter hole in the engine block; and
- b. disabling the chassis by cutting completely through the frame/frame rails on each side at a point located between the front and rear axles.

I, **[insert NAME OF AUTHORIZED REPRESENTATIVE OF APPLICANT]**, confirm that the Iowa's VSEMT program requirements have been met. **[insert NAME OF ENTITY THAT SCRAPPED THE VEHICLE]** scrapped the listed vehicle(s) and/or engine(s) below on **[insert DATE]**:

[NAME OF ENTITY THAT SCRAPPED THE VEHICLE]

[ADDRESS]

[CITY, STATE, ZIP CODE OF ENTITY]

Vehicle Identification Number (VIN)

Engine Serial Number

Engine Model Year

Vehicle 1 VIN

Vehicle 1 serial number

Vehicle 1 year

Vehicle 2 VIN

Vehicle 2 serial number

Vehicle 1 year

Vehicle 3 VIN

Vehicle 3 serial number

Vehicle 1 year

Vehicle 4 VIN

Vehicle 4 serial number

Vehicle 1 year

Vehicle 5 VIN

Vehicle 5 serial number

Vehicle 1 year

Continue list as needed

Continue list as needed

Continue list as needed

I have attached supporting evidence that the vehicle(s) and/or engine(s) above have been scrapped. This evidence includes representative (full color) photos of the vehicle(s) and/or engine(s) that have scrapped and clearly show:

- 1) The destroyed engine block with 3-inch diameter hole; and
- 2) The cut frame rails.

Signature of Authorized Representative of Applicant

Date

Signature of Salvage Yard Representative

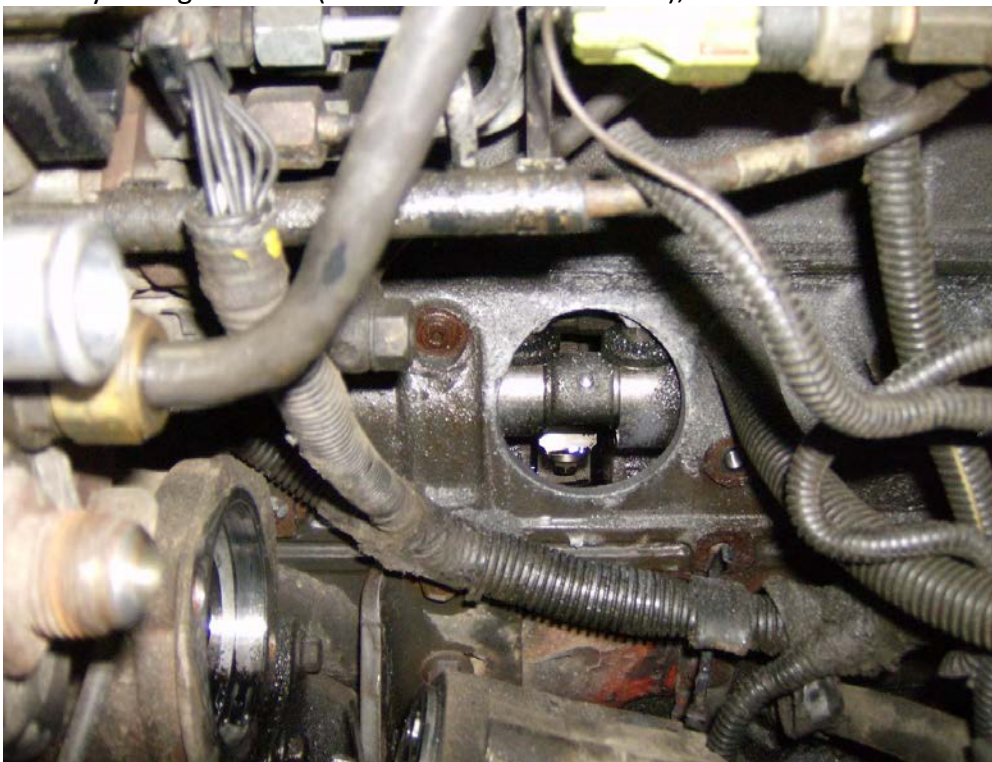
Date

EXHIBIT F
Example Scrapping Photos

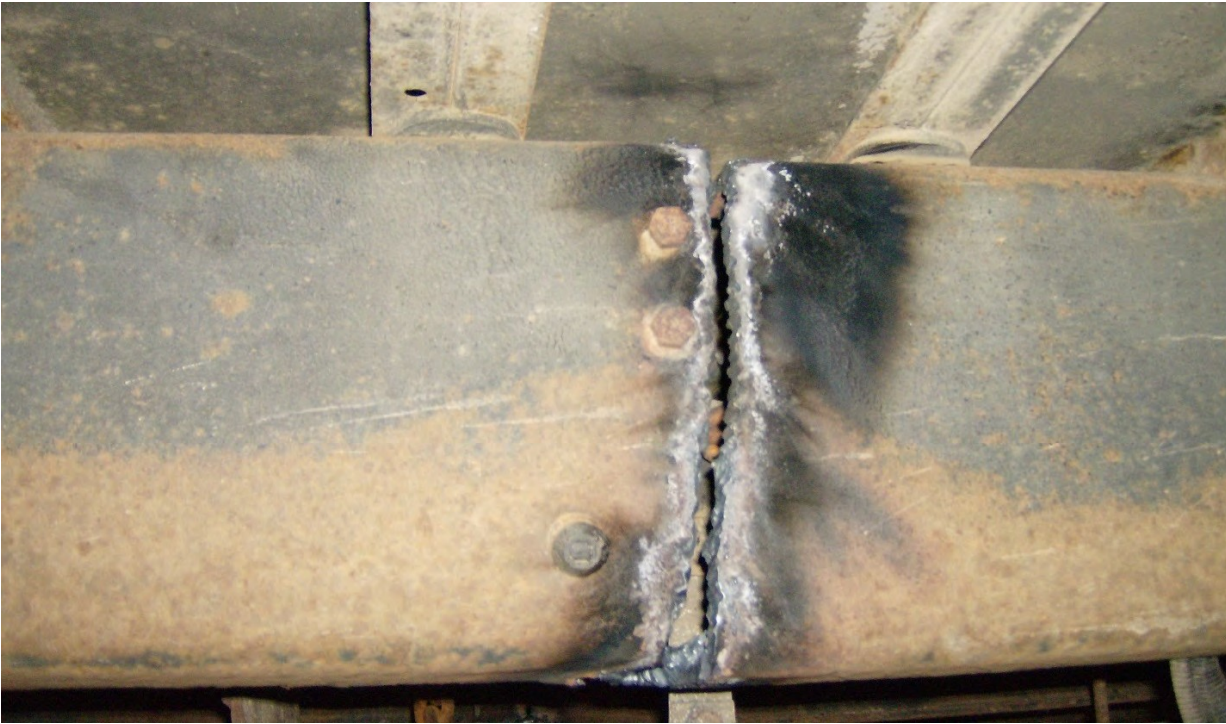
Side profile of the replaced vehicle;



Destroyed engine block (after hole has been drilled);



Cut chassis/frame rails in half.



CONSENT AGENDA

BA-21-086 Agreement – Cedar Rapids Community School District and Ronald R. Roybal – 2020-2021 School Year (Wendy Parker)

Exhibit: BA-21-086.1-2

Action Item

Pertinent Fact(s):

1. Ronald R. Roybal, an Educational Consultant, will provide in classroom technical support and coaching, professional learning, and zoom distance support for multiple preschool classrooms within Cedar Rapids Community School District.
2. Scope of work will include professional learning on Peer Mediated Strategies that include:
 - 1) Classroom Management and Organization
 - 2) Teaching Strategies
 - 3) Promoting Peer Mediated Social Skills
 - 4) IEP and Progress Monitoring
 - 5) Prevent Teach Reinforce – For Young Children (PTRYC) an early childhood model for individualized positive behavior support for children with challenging behaviors.

Recommendation:

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

**Proposed Coaching and Support
Cedar Rapids Community School District**

Ronald B Roybal 2020-2021

The following is a proposal for services and a budget to include in classroom technical assistance coaching, professional learning, and zoom distance support for Cedar Rapids Community School District.

Scope of Services:

This contract is in effect from July 1st, 2020 to July 1st, 2021. Dates and times to be determined. This Agreement may be extended beyond the Initial Term by the written mutual agreement of both parties.

This contract will include 10 days of classroom technical support and coaching, 5 days of professional learning, and 6-8 follow up coaching calls using zoom or similar video conferencing technology. Contract cost will only be paid for completed work submitted by invoice after work completion.

- A. Classroom Technical Assistance: Ronald B Roybal will provide up to 10 days of technical assistance support and coaching to multiple PreK classrooms within the CRCSD. Technical assistance days will provide PreK teachers with coaching of strategies being implemented based on professional development sessions on Peer Mediated Strategies.

- B. Professional Learning: Ronald B Roybal will provide 5 days of professional learning days for the CRCSD staff. Content will be on Peer Mediated Strategies that include 1) Classroom Management and Organization 2) Teaching Strategies 3) Promoting Peer Mediated Social Skills 4) IEP and Progress Monitoring 5) Prevent Teach Reinforce – For Young Children (PTRYC) an early childhood model for individualized positive behavior support for children with challenging behaviors.
 - PTRYC will be followed with case studies on current student(s) enrolled in CRCSD Preschool Programs. There will be 3-4 calls for each case study. No more than 2 case studies (2 students) per this contract (up to eight 1 hour zoom calls).

Proposed Budget:

- A. CRCSD agrees to pay Ronald B Roybal the sum of \$1,500 for travel cost per visit (up to 5 visits)
- B. CRCSD agrees to pay Ronald B Roybal the sum of \$1,500 per day for classroom technical assistance and coaching (up to 10 days)
- C. CRCSD agrees to pay Ronald B. Roybal the sum of \$1,500 per day for professional learning training and support (up to 5 days)
- D. CRCSD agrees to pay Ronald B Roybal the sum of \$300 per hour for PTRYC zoom call (not to exceed 4 calls per student, 2 students per this contract)

Training Fees

PAYMENT: Ronald B Roybal shall submit an invoice to CRCSD upon completion of visits. Invoices will state the period and days for which payment is being requested. Invoices will be sent to:

CRCSD
Attn: Wendy Parker
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

Payment is due within 30 days of invoice date.

Remit to:
Ronald B Roybal
12687 W Aqueduct Dr
Littleton Co 80127

Travel Cost:	\$ 1,500.00 Per Visit (Up to 5 visits)
Coaching Fee:	\$ 1,500.00 Per day (Up to 10 days)
Professional Learning Fee:	\$ 1,500.00 Per Day (Up to 5 days)
PTRYC Coaching Call Fee:	\$300.00 Per Hour (Up to 8 calls)
Total	\$32,400.00

This contract does not create an employer/employee relationship between Ronald B Roybal and CRCSD. It is the parties' intention that Ronald B Roybal be an independent contractor and not a CRCSD employee. This agreement is valid only when signed by both Ronald B Roybal and CRCSD.

Printed Name of Contractor	Laurel A. Day/ Board Secretary Printed Name of CRCSD Staff / Title
Contractor Signature	CRCSD Signature
Date	September 28, 2020 Date

Contractor Address:
12687 W Aqueduct DR
Littleton Colorado 80127

CONSENT AGENDA

BA-21-087 Agreement – Title I Part A - Cedar Rapids Community School District and Catapult Learning West, LLC for the 2020-2021 School Year (Eric Christenson)

Exhibit: BA-21-087.1-9

Action Item

Pertinent Fact(s):

1. The proposed Agreement is to purchase Title I instructional services for the accredited non-public schools within our boundary to those students enrolled at a non-public school, that would otherwise attend a CRCSD Title I school, and are eligible for services under Free/Reduced Lunch qualification.
2. Non-public schools receiving these services are: All Saints Catholic School, St. Matthew Catholic School, St. Pius X School, St. Jude Center, and LaSalle Middle School - 5th grade only.

Recommendation:

It is recommended that the Board of Education approve the Agreement – Title I Part A - Cedar Rapids Community School District and Catapult Learning West, LLC for the 2020-21 School Year.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is made and entered into as of the **18th day of September, 2020** (the “**Effective Date**”), by and between **CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT** (the “**District**”), with an address at 2500 Edgewood Rd. NW, Cedar Rapids, IA 52405 and **CATAPULT LEARNING WEST, LLC** (hereinafter referred to as “**Catapult**”), with its principal place of business at Two Aquarium Drive, Suite 100, Camden, NJ 08103.

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. TERM

- 1.1 This Agreement shall commence on the Effective Date and terminate on June 30, 2021, unless terminated earlier in accordance with Section 6 hereof (the “**Term**”).

2. DESCRIPTION OF PROFESSIONAL SERVICES

- 2.1 Upon the terms and conditions set forth herein, Catapult shall provide literacy and math intervention services and parental involvement services utilizing Title I funds (hereinafter referred to as the “**Program**”) at All Saints School, LaSalle Middle School (5th grade students only), St. Matthew School, St. Jude Center School, and St. Pius X School (each, a “**School**” and collectively, the “**Schools**”). Services shall be provided during the Term of this Agreement, by Catapult staff utilizing Catapult’s proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials. When necessary, Catapult may deliver the Program, in whole or in part, via distance learning to the extent practicable, without any additional consent or authorization, using programs, systems, teaching techniques, diagnostic tests, evaluation, academic courses and materials adapted for distance learning at the fees, rates and payment schedules as set forth in this Agreement. In circumstances of government mandated actions impacting school operations, Catapult shall make reasonable good faith effort to provide continuous education via distance learning. The description of Services to be provided at the School is listed in Attachment A: Service Allocation (the “**Services**”).
- 2.2 Staff who provide Services in the Program (hereinafter referred to as “**Program Staff**”) shall at all times remain Catapult employees or independent contractors, subject to Catapult’s ultimate control and authority, including on issues of personnel conduct, discipline and termination.
- 2.3 The District understands and agrees that Catapult has a substantial interest and role in overseeing and maintaining the quality of the Program. In that regard, the District will consult with Catapult and reasonably consider Catapult’s input and recommendations on the selection of students for participation in the Program. The District will adhere to all District responsibilities set forth herein in order to assist Catapult in ensuring the quality of Services delivered hereunder, which is material to the satisfactory performance of the Agreement.
- 2.4 During the Term of this Agreement (the “**Non-Solicitation Period**”), the District agrees not to, either directly or indirectly through a third party, hire, attempt to hire, nor solicit for employment any Catapult employee or independent

contractor, unless such solicitation is agreed upon in advance and in writing by Catapult. In the event the District solicits a Catapult employee or independent contractor for hire pursuant to written permission from Catapult during the Term of this Agreement, and the Catapult employee or independent contractor accepts a position with the District, the District agrees to pay Catapult

(a) for a Catapult employee, a commission of thirty percent (30%) of the employee's base salary at the time the employee accepts employment, or (b) for a Catapult independent contractor, a fee of Ten Thousand and 00/100 (\$10,000.00) dollars at the time the independent contractor accepts employment (the "**Commission**"). The Commission is non-refundable even if the employee or independent contractor does not remain employed with the District for any length of time and no matter the reason the employee or independent contractor separates from the District. Notwithstanding the foregoing, the District may not, directly or indirectly, hire any Catapult employees or independent contractors for the benefit of a third-party vendor, in an effort to circumvent any agreements that Catapult has or may have with such employees or independent contractors.

3. FEES AND PAYMENT

- 3.1 In consideration of the Services, materials and equipment provided by Catapult as described herein, the District shall pay Catapult a fee of Eighty Three and 68/100 (\$83.68) per Program hour in an aggregate Program amount not to exceed Ninety Three Thousand Seven Hundred Twenty-One and 00/100 (**\$93,721.00**) dollars (the "**Fee**").
- 3.2 The Fee shall be paid on a monthly basis as actual Services are rendered by Catapult. Catapult shall submit an invoice to the District for actual Services provided in the prior month and each invoice shall be due and payable by the District approximately thirty (30) days after receipt of such invoice from Catapult. All invoices from Catapult will be mailed to Cedar Rapids Community School District - Attn: Accounts Payable, 2500 Edgewood Road NW, Cedar Rapids, IA 52405. Final June 2020 invoice will be submitted to the District no later than 6/17/2020.
- 3.3 In the event that any amount due and payable under this Agreement is not paid to Catapult on or before the due date therefore, District shall pay to Catapult a late charge equal to the lesser of one percent (1%) per month or the maximum rate allowed by law, until all amounts due and payable to Catapult are paid.

4. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 4.1 The District and Schools acknowledge that Catapult's Program (which includes but is not limited to, Catapult's proprietary systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials) is proprietary in nature and the confidential and exclusive property of Catapult and that the District/Schools have no right, by virtue of this Agreement or otherwise, to have access to or to disclose said property, except as may be required for monitoring purposes, in which case, prior written approval of disclosure must be obtained from an officer of Catapult.
- 4.2 In the event that any proprietary or confidential information is disclosed, intentionally or otherwise to the District/Schools, each of their employees, agents or assigns, the District/Schools agree to hold same in strictest confidence and not

to disclose same to any other person for any reasons nor utilize same within the District without prior written approval by Catapult.

- 4.3 The District/Schools further agree to use all efforts at its disposal to assure that its employees, agents or assigns are aware of the confidential and proprietary nature of the subject matter, and do not disclose same to any other person for any reasons nor utilize same without prior written approval by Catapult. The District/Schools acknowledge that unauthorized disclosure of Catapult's proprietary and confidential information may cause Catapult irreparable harm and may entitle Catapult to injunctive relief in a court of competent jurisdiction. Upon expiration or early termination of this Agreement, the District shall return all proprietary and/or confidential information in its possession, custody or control to Catapult, including, but not limited to, any and all originals and/or copies of instructional materials, training materials, curriculum plans and lesson plans provided to the District by Catapult for or in connection with the Program.

5. STUDENT RECORDS AND PRIVACY

- 5.1 "Catapult Student Records" for the purpose of this Agreement, shall constitute if applicable, all Catapult tests, attendance records and student diagnostic summaries. Access to student education records is subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq.; and Catapult agrees to comply with all material respects of such laws and regulations. Catapult agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws, including FERPA, and the policies on data security and privacy that protect the confidentiality of a student's personally identifiable information as defined by FERPA ("PII"). Catapult will only share such PII with additional third parties if those third parties have an educational purpose in knowing such PII and are contractually bound to adhere to the data protection set forth herein. If access to education records is sought by any third party that is not contractually bound with Catapult, whether in accordance with FERPA or other federal or state laws or regulations, Catapult will immediately notify the District in writing, unless expressly prohibited by judicial and/or administrative order. Should Catapult receive a court order or lawfully-issued subpoena seeking the release of such data or information, Catapult shall provide a copy of the order or subpoena to the District before releasing the requested data or information, unless prohibited by law or judicial/administrative order. Catapult will hold student records for a period of three (3) years or until the Program ends, whichever is longer. At the end such period, prior to destruction of such student records, Catapult will return the student records to the District at the District's written request.

6. BREACH AND TERMINATION

- 6.1 This Agreement may be terminated by either party if the other party is in breach of any material provision of this Agreement, but only after written notice of default and an opportunity to cure has been given to the breaching party. The notice of default must give the breaching party an opportunity to cure of at least thirty (30) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default. If the breaching party has not cured the breach before the cure date stated in the notice of default, the party giving notice may terminate this Agreement by giving the breaching party written notice of termination stating the date on which the termination is to be effective. Notwithstanding the delivery of a notice of default or notice of termination under this Section, the parties shall

continue to observe and perform their respective obligations under this Agreement until the effective date of termination.

- 6.2 In the event either party elects to terminate this Agreement pursuant to Section 6.1, Catapult shall be entitled to an equitable adjustment hereunder. Said equitable adjustment shall include all fees for services rendered up to the date of termination. If adequate notice is not provided by the District in accordance with Section 6.1, Catapult shall be entitled to payment of costs reasonably incurred by Catapult with such termination.
- 6.3 Notwithstanding the foregoing, Sections 4, 5 and 7 and the obligations of the parties there under, shall survive termination of this Agreement.

7. INDEMNIFICATION

- 7.1 The District shall indemnify Catapult against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which Catapult may be subject by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by District, its officers, directors, agents, employees, or assigns, in the execution or performance of this Agreement.
- 7.2 Catapult shall indemnify the District against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which the District may be subject by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by Catapult, its agents, employees, or assigns, in the execution or performance of this Agreement.
- 7.3 If a claim for indemnification (a “**Claim**”) is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a “**Claim Notice**”) to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. If any lawsuit or enforcement action is filed against any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the indemnifying party as promptly as practicable and in any event within fifteen (15) days after the service of the citation or summons. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure. After such notice, if the indemnifying party shall acknowledge in writing to the indemnified party that the indemnifying party shall be obligated under the terms of its indemnity hereunder in connection with such lawsuit or action, then the indemnifying party shall be entitled, if it so elects at its own cost and expense, (A) to take control of the defense and investigation of such lawsuit or action, (B) to employ and engage attorneys of its own choice, who shall be reasonably satisfactory to the indemnified party, to handle and defend the same unless the named parties to such action or proceeding include both the indemnifying party and the indemnified party and the indemnified party has been advised in writing by counsel that there may be one or more legal defenses available to such

indemnified party that are different from or additional to those available to the indemnifying party, in which event the indemnified party shall be entitled, at the indemnifying party's cost and expense, to separate counsel of its own choosing, and (C) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the indemnified party, such consent not to be unreasonably withheld or delayed; provided, however, that any such compromise or settlement shall give each indemnified party a full, complete and unconditional release of any and all liability by all relevant parties relating thereto. If the indemnifying party fails to assume the defense of such claim within thirty (30) calendar days after receipt of the Claim Notice, the indemnified party against which such claim has been asserted shall (upon delivering notice to such effect to the indemnifying party) have the right to undertake, at the indemnifying party's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party; provided, however, that such Claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed. In the event the indemnified party assumes the defense of the claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement. The indemnifying party shall be liable for any settlement of any action effected pursuant to and in accordance with and subject to the limitations of this Section and for any final judgment (subject to any right of appeal).

In the event that any action, suit, proceeding or investigation relating hereto or to the transactions contemplated by this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense.

8. INSURANCE

- 8.1 Catapult maintains and keeps in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workers' Compensation Acts and also such insurance as will protect it and the District from any other claims for damages for personal injury, including death, and claims for damages to any property of the District or of the public, which may arise from operations under this Agreement, whether such operations be by Catapult or by any subcontractor or anyone directly or indirectly employed by any of them.
- 8.2 Catapult shall maintain and keep in force liability insurance which shall under no circumstances be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. The amount of property damage insurance shall not be less than One Million Dollars (\$1,000,000.00).
- 8.3 The District will maintain and keep in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workers' Compensation Acts and also such insurance as will protect it and Catapult from any other claims for damages for personal injury, including death, and claims for damages to any property of Catapult, which may arise from operations under this Agreement, whether such operations be by the District or by any subcontractor or anyone directly or indirectly employed by any of them.

8.4 Upon request, both parties shall exchange proofs of the insurances as necessitated in Sections 8.1, 8.2 and 8.3.

9. STATUS CHANGE

9.1 Catapult shall inform the District of any and all circumstances which may impede the progress of the services or performance under this Agreement. In the event of such change in circumstances by Catapult that renders Catapult unable to reasonably perform its obligations hereunder, Catapult may terminate this Agreement without penalty with ninety (90) days prior written notice to the District.

9.2 In addition, the District shall inform Catapult of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including, but not limited to, change in District or School administration, decrease in original funding source, etc.

9.3 In the case of a change in District or School administration, specifically a change in School principal, the District shall schedule a meeting with Catapult management and the new School principal within sixty (60) days of the start of tenure.

10. NOTICES

10.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if (i) delivered (with an acknowledgment) by hand, (ii) sent by facsimile machine or (iii) sent by certified or registered mail postage pre-paid, return receipt requested. Any notice so delivered or sent shall be deemed to have been duly given on the date of receipt.

10.2 Until changed by notice in the manner specified above, the addresses and telephone numbers of the parties to this Agreement for purposes of this Paragraph shall be:

FOR THE DISTRICT:

Eric Christenson
Executive Director Elementary
Cedar Rapids Community School
District
2500 Edgewood Road NW
Cedar Rapids, IA 52405
Telephone: (319) 558-3020

FOR CATAPULT:

Contracts Department
Catapult Learning West, LLC
Two Aquarium Drive, Suite 100
Camden, NJ 08103
Telephone: (856) 831-7909

11. MISCELLANEOUS

11.1 Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, computer virus attack or infiltration, civil disturbances, war and strikes.

11.2 No Agency. Nothing in this Agreement shall be deemed to create or give rise to a

partnership or joint venture between the parties. Neither party shall have the authority to, or shall attempt to, bind or commit the other party for any purpose except as expressly provided herein.

- 11.3 Assignment. No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Catapult may assign this Agreement or any duty or obligation or performance or payment hereunder to a subsidiary or affiliate of Catapult or its successor or any entity acquiring all or substantially all of the assets of Catapult.
- 11.4 Applicable Law. In providing all Services under this Agreement, Catapult shall abide by all applicable federal, state and local statutes, ordinances, rules, regulations, and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District for the purchase of Catapult Services.
- 11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
- 11.6 Non-discrimination. Catapult is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.
- 11.7 No Waiver. No failure on the part of either party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 11.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or oral, are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 11.9 Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party, subject to the other party's consent which consent shall not be unreasonably withheld.
- 11.10 Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders.
- 11.11 Binding Effect. This Agreement will be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date first above written.

**CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT**

CATAPULT LEARNING WEST, LLC

By: _____

By: _____
Steve Quattrociocchi

Title: Board President

Title: President

Date: September 28, 2020

Date: _____

By: _____

Title: Board Secretary

Date: September 28, 2020

**ATTACHMENT A
Service Allocation**

Schools	Total Fee	Curriculum	Session Timing (while School is in session)	Maximum Number of Students per Group	Maximum Number of Groups	Program Start Date to Program End Date
All Saints School LaSalle Middle School (Fifth grade students only) St. Matthew School St. Jude Center School St. Pius X School	\$93,721.00	Reading and/or Math	Up to 60 minutes per session Up to 2 sessions per week	Up to 5 per group	Up to 14 groups Up to 70 students total	On or about October 1, 2020 to on or about June 1, 2021

Parental Involvement Services included:

- **Initial orientation and end-of-program celebration for all parents and families**
- **Parents receive instructional student progress reports and updates**
- **Opportunities for parents to visit observe, and become involved in the Title I classroom**
- **Teachers are available to discuss questions or concerns in person and through written and verbal communication**
- **All parent communications are documented and maintained in the student's file**

CONSENT AGENDA

BA-21-088 Agreement – Cedar Rapids Community School District and Piper Sandler & Co. - School Infrastructure Sales, Services & Use Tax Revenue Bonds (David Nicholson)

Exhibit: BA-21-088.1-11

Action Item

Pertinent Fact(s):

1. The Financial Services Agreement allows Piper Sandler & Co. to assist the District in its public offering of bonds for the construction of the new elementary school on the Jackson site and the refinancing of the 2015 Save Revenue Bonds.
2. On March 9, 2020, the Board of Education held a Public Hearing to issue bonds not to exceed \$25.945 Million in Save Revenue Bonds for the construction of a new Elementary School on the Jackson site. Administration is recommending that CRCSD cash flow approximately \$10 million of the project using SAVE fund balance and issue the remaining \$15 million over two issuances. This action allows us to make sure the bonds are bank qualified, which we hope will render better interest rates.
3. Piper Sandler & Co. will also assist us with the refinancing of our 2015 SAVE Revenue Bonds. These bonds are set to be paid off on July 1, 2026. The refinancing is set to generate approximately \$1.8 million in savings.
4. The proposed timeline for the issuance of Bonds for the new Elementary School and the refinancing of the 2015 revenue bonds is provided in the Exhibit.

Recommendation:

It is recommended that the Board of Education approve the Financial Services Agreement – Cedar Rapids Community School District with Piper Sandler & Co. for School Infrastructure Sales, Services & Use Tax Revenue Bonds sale and refinancing.

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on September 28, 2020 by and between Cedar Rapids Community School District, Iowa (the "Client") and Piper Sandler & Co. ("Piper"). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

(A) Services to be provided.

Piper is engaged by the Client to provide services with respect to the planned issuance of the Client's SAVE Revenue and Refunding Bonds (Jackson Elementary Project and 2015 SAVE bond refinancing projects), in one or more series (the Issues) and any additional issues to be identified in an amendment to the Agreement.

(B) Scope of Services. The Client and Piper intend and agree that the Scope of Services to be provided respecting the Issue(s) shall consist of the following:

1. If a portion of any financing considered includes an advance refunding, subscribe for SLGS or acquire U.S. Treasury securities as agent for and on behalf of the Client
2. If requested by the Client, develop a Plan of Finance for the Project
3. As requested by the Client, provide alternative debt retirement schedules including estimates of interest cost savings associated with the refinancing
4. Comment on the value and recommend as to the use of credit ratings; coordinate the process securing credit rating
5. Propose bond terms for the securities being sold
6. Develop a timeline with respect to the issuance of proposed securities
7. Act as scrivener for the Client's official statement. Circulate drafts to the Client, its bond and disclosure counsel, and incorporate all of the Client's (and its bond and disclosure counsel's) input and modification to reflect the particular disclosure requirements for this Client and this type of security.
8. Upon completion of the official statement by the Client, distribute Client's official statement to potential bidders via I-Deal.
9. Respond to questions from underwriters
10. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
11. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
12. Evaluate and recommend the bids received to the Client for consideration
13. Prepare and submit post-sale analysis to Client, including but not limited to preparation of final debt maturities, cost of issuance summaries, pricing and debt service schedules, issue price and re-offering verification, bond yield verifications, weighted average maturity, and refunded bond statistics (WAM, savings, etc.).
14. Coordinate the closing of the transaction
15. Attend meetings of the Client's governing body, as requested

For Services Respecting Official Statement. The antifraud provisions of the federal securities laws apply to statements made by Clients, whether made in a Preliminary Official Statement, a final Official Statement, (collectively, "Offering Documents") on a website or in a rating agency presentation (if reasonably expected to reach investors) or if made by Clients in connection with secondary market information required to be disseminated under relevant contracts. Under Rule 10b-5 (adopted pursuant to Section 10(b) of the Securities Exchange Act of 1934), it is unlawful for any person, in connection with the disclosures made above, to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. The Client hereby acknowledges its responsibility with respect to compliance with federal securities laws and represents its intention to comply in all respects with federal securities laws.

Piper will assemble the preliminary and final official statement from information received from you, third parties and your agents, such as bond counsel. Piper will rely on you to provide us with accurate and complete information, access to relevant personnel and agents, and your final approval to the distribution and use of the preliminary and final official statements to carry out these duties. In addition you agree to allow us to rely on any opinion or representation of you or your counsel as to the accuracy or completeness of the preliminary and final official statement.

ii. Limitations on Scope of Services.

In order to clarify the extent of our relationship, Piper is required under MSRB Rule G-42¹ to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and Piper.

The Scope of Services does not include evaluating advice or recommendations received by you from third parties. The Client acknowledges it intends to issue the Bonds on a tax exempt basis and further acknowledges the Client's continuing covenants and responsibilities regarding tax exemption that will be contained in the Bond Documents, including the Tax Exemption Certificate and Bond Resolution. Client acknowledges that the services provided by Piper are not intended to be construed as tax advice with respect to the issuance of the Bonds.

To the extent that we provided the Client and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are made using software licensed to Piper by a third party vendor, DBC, and are provided for informational purposes only. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

The Client has selected Dorsey & Whitney LLP as bond counsel ("Bond Counsel") and has not relied on Piper for any assistance selecting Bond Counsel, Piper is not party to the engagement agreement between Client and Bond Counsel, including having a working knowledge of any limitations under said agreement; and Piper shall assume no responsibility for the work or opinions provided by Bond Counsel; and

The Client will select a nationally recognized bond counsel to serve the Client as disclosure counsel ("Disclosure Counsel") and will not rely on Financial Services Provider for any assistance selecting Disclosure Counsel. Client will direct Disclosure Counsel to address their 10(b)5 opinion, or a reliance therein, to Piper.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

No Subordination of claim by Bondholders to the Tax It is understood that the intent of this Agreement surrounds the issuance by the Client of School Infrastructure Sales, Services & Use Tax Revenue Bonds, obligations that have a direct, first lien claim against the future receipts of the School Infrastructure Sales Tax, without current or future subordination. The Client will take no action, at any time, that causes the claim that bondholders have against the School Infrastructure Sales Tax to become subordinated to others' claims. The Bond Resolution drafted by legal counsel shall include language that specifically prohibits any action that would subordinate the claim by bondholders' to a first lien position on the School Infrastructure Sales Tax. The Client shall engage legal counsel with clear direction that the Bond Resolution shall include such direction.

iii. Amending Scope of Services.

The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of

¹ See MSRB Rule G-42(c)(v).

Services.

IV. Compensation.

Compensation is contingent on size of bond issue or nominal value of product and contingent on closing. The fee will be calculated as 0.3% of the gross proceeds of securities issued, with a minimum of \$17,500 per series offered. Compensation is payable in immediately available funds at closing.

V. IRMA Matters.

If the Client has designated Piper as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper and Client agrees not to represent, publicly or to any specific person, that Piper is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper's prior written consent.

VI. Piper's Regulatory Duties When Servicing the Client.

MSRB Rule G-42 requires that Piper undertake certain inquiries or investigations of and relating to the Client in order for Piper to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper undertakes a determination of suitability of any recommendation made by Piper to the Client, if any or by others that Piper reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper in carrying out these duties to inquire or investigate, including providing to Piper accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper provide advice with regard to any recommendation made by a third party, the Client will provide to Piper written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses.

Piper will be responsible for all of Piper's out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

The Client will reimburse Piper in addition to the fees outlined in this section for the preparation, distribution, printing and mailing costs associated with the preliminary and final official statement for the Issue contemplated herein at a cost of \$2,500.

In addition to the fees and expenses outlined in this section, the Client agrees engage competent Bond and Disclosure Counsel and to direct their Bond and Disclosure Counsel to provide Piper, without limitation, copies of any due diligence efforts performed. Client shall direct Disclosure Counsel to address its 10(b)5 opinion, or a reliance letter therein (in form acceptable to Piper) to Piper. In the event that the Client either does not cause its Disclosure Counsel to address its opinion, or reliance therein, to Piper, the Client agrees to reimburse Piper for the expense of an independent counsel to Piper, and Client further agrees to take part in all reasonable requests

for due diligence necessary for said Counsel to Piper to render their opinion.

Viii. Term of Agreement.

The term of this Agreement shall begin on the date of execution set forth above or on the date of any amendment hereto respecting a Project and shall terminate on completion of the Project. So long as Piper is performing pursuant to this Agreement, the Client may not terminate this Agreement at any time prior to completion of the Project. In the event of non-performance on the part of Piper, the Client shall first give written notice to Piper of the specific event of non-performance, and shall allow Piper 30-days to remedy the specific item of non-performance, prior to termination. If Piper fails to remedy the specific item of non-performance within the prescribed 30-day period of time, then the Client may, at that point, terminate this Agreement by providing payment to Piper for all Reasonable Fees.

Piper may terminate this Agreement at any time, however, in the event of termination, only the sum of the reasonable fees earned, whether previously billed to the Client or not (if not previously paid) shall be due and payable.

Reasonable Fees shall mean: With respect to each component of Bonds, the gross fee for that component of bonds multiplied by the ratio that is the total amount of time, in months, that have passed since the execution of this Agreement divided by the total amount of time, in months, necessary to financial closing of the component of Bonds in question. By way of example, if the Agreement is executed on January 1, 2015, and the expected completion of one component of Bonds is September 1, 2015 (that being 8 months), and the Agreement is terminated on July 1, 2015 (6 months after execution), then the ratio shall be gross fee multiplied by (6/8).

The provisions of Sections 3, 10, 11, 14 and 15 shall survive termination of this Agreement.

IX. Independent Contractor.

Piper is an independent contractor and nothing herein contained shall constitute or designate Piper or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments.

This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Piper and Client.

XI. Required Disclosures.

MSRB Rule G-42 requires that Piper provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper's Disclosure Statement attached as Appendix A to this Agreement.

XII. Client to Provide Information and Documents to Underwriter.

The Client agrees to provide to Piper all documents on which the Client has relied for purposes of certifying the Client is not aware of a material fact, nor has the Client omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, with respect to the issuance of the Bonds. The Client also agrees to complete answers and provide any documents requested by Piper and its counsel as part of due diligence requested by Piper in compliance with its duties and obligations with respect to MSRB, SEC or other regulatory requirements

XIII. Confidentiality, Disclosure of Information.

All information, files, records, memoranda, and other data of Client, which Client provides to Piper, marked as "confidential" in writing ("Client Information"), shall be deemed by the parties to be the property of Client.

In the event Piper is required by law to disclose any Client Information (including by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) that is prohibited or otherwise constrained by this Agreement, it will, to the extent practicable, provide the Client (only in the event that it is not prohibited from doing so by court or regulatory order or otherwise) with prompt notice so that the Client may seek a protective order or other appropriate remedy. Such disclosure is specifically authorized by this Agreement, but Piper will furnish only that portion of the Client Information that is legally

required

Client Information shall not include any information that: (a) was in Financial Service Provider's or its Representative's possession prior to receipt thereof from the Client (including all or any part of the information that is substantially related or similar to any product or program which the Financial Service Provider's or its Representatives have designed, developed, structured, offered or sold on or prior to the date of this Agreement); (b) is or hereafter becomes, through no act or failure to act on the part of Piper, part of the public or is otherwise available to the public or can be readily derived, in whole or in part, from information which is or becomes part of the public domain or is otherwise available to the public; (c) is provided by a third party not known by Piper to be under any obligation of confidentiality to the Client (d) is independently developed by Piper without recourse to the Confidential Information (e) was disclosed pursuant to Client's consent (f) is required to be disclosed pursuant to MSRB Rule G-47 or (g) is information included in a preliminary or final official statement which is compliant with SEC Rule 15c2-12.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be deemed to (a) restrict or affect the rights or ability of Piper to comply with all applicable disclosure laws, regulations and principles in connection with the offering and sale of securities by Client, (b) prevent the Financial Services Provider from retaining documents or other information in connection with the offering of securities by Client, including any document or other information disclosed to Client, or (c) restrict or affect the rights or ability of Piper to use any such documents or other information in investigating or defending itself against allegations or claims made or threatened by purchasers, regulatory authorities or others in connection with such an offering or sale of securities.

XIV. *Limitation of Liability.*

In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper or any of its associated persons, Piper and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper to the Client. No recourse shall be had against Piper for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XV. *Indemnification.*

The Client will indemnify and hold harmless Piper, each individual, corporation, partnership, trust, association or other entity controlling Piper, any affiliate of Piper or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that the Official Statement, the information about the Client or any information provided by the Client to the Underwriter included (as of any relevant time) or includes an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) arising out of or based upon the breach by the Client of any agreement, covenant or representation made in or pursuant to this Bond Issuance Resolution, Tax Exemption Certificate, or any purchase agreement between the Client and the purchaser of the Bonds

XVI. *Official Statement.*

The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under

the Securities Exchange Act of 1934, may apply to the Client and that the failure of Piper to advise the Client respecting these laws shall not constitute a breach by Piper or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connection with an issuance of securities are statements of the Client and not of Piper.

XVII. Notices.

Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

Cedar Rapids Community School District
2500 Edgewood Road N W
Cedar Rapids, IA 52405

David Nicholson, Executive Director of Finance
319-558-2311
dnicholson@cr.k12.ia.us

Or to Piper at:

Piper Sandler & Co.
3900 Ingersoll Avenue, Suite 110
Des Moines, IA 50312

Timothy J. Oswald, Managing Director
515-247-2358
Timothy.Oswald@psc.com

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 900
Minneapolis, MN 55402

XVIII. Consent to Jurisdiction; Service of Process.

The parties each hereby (a) submits to the jurisdiction of any Federal court sitting in Des Moines, Iowa for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XIX. Choice of Law.

This Agreement shall be construed and given effect in accordance with the laws of the state of Iowa.

XX. Counterparts; Severability.

This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XXI. Waiver of Jury Trial.

THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR

THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XXII. No Third Party Beneficiary.

This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXIII. Authority.

The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper's performance of its activities under this Agreement:

David Nicholson, Executive Director of Finance

The following individuals at Piper have the authority to direct Piper's performance of its activities under this Agreement:

Tim Oswald, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Piper Sandler & Co.

By: _____
Tim Oswald
Its: Managing Director
Date: September 21, 2020

ACCEPTED AND AGREED:

Cedar Rapids Community School District

By: _____
Its: Board Secretary
Date: September 28, 2020

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) Disclosures of Conflicts of Interest.

The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts.

The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities.

As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) Disclosures of Information Regarding Legal Events and Disciplinary History.

The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. Most Recent Change in Legal or Disciplinary Event Disclosure. Piper Sandler has not made any material

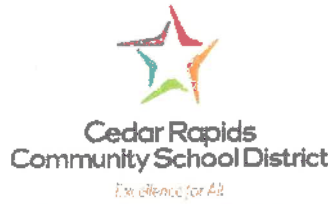
legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) How to Access Form MA and Form MA-I Filings.

Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) Future Supplemental Disclosures.

As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.



School Infrastructure Sales, Services & Use Tax Revenue Bonds Series 2020A (\$10M, BQ, new money)

Timetable

Sept							Oct							Nov							Dec						
SU	Mo	TU	WE	TH	FR	SA	SU	Mo	TU	WE	TH	FR	SA	SU	Mo	TU	WE	TH	FR	SA	SU	Mo	TU	WE	TH	FR	SA
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31		

Date	Event	Responsible Party
September 28	5:30 PM - BOARD MEETING • Board approves engagement agreement with Piper Sandler	PSC/Issuer
September 21	Preliminary bonding information circulated	PSC
September 28	First draft preliminary official statement (POS) circulated	PSC/DC
TBA	Due Diligence call between with members of Finance team	Issuer/PSC/DC
October 1	Comments on POS due	All
October 2	Draft legal opinion / continuing disclosure agreement due from Bond Counsel	BC
September 28	Rating request sent to Standard & Poor's	PSC
October 5	POS sent to Issuer for approval	PSC/DC
TBA	Rating Conference call to be scheduled	PSC/Issuer
October 5	Resolution covering hearing and approving POS delivered to Issuer	BC
October 12	5:30 PM - BOARD MEETING • Resolution authorizing POS adopted • Parameters resolution authorizing Board President to sign BPA adopted	BC/Issuer BC/Issuer
October 20	Rating due; POS published	PSC/Issuer
October 28	Bond pricing	Issuer/Underwriter/PSC
November 2	Resolution authorizing issuance delivered to Issuer	BC
November 9	5:30 PM - BOARD MEETING • Resolution authorizing issuance of Bonds	BC/Issuer
November 24	Closing Date	All





Cedar Rapids
Community School District
Excellence for All

School Infrastructure Sales, Services & Use Tax Revenue Refunding Bonds Series 2020B (Not BQ, refunding of 2015 SAVE)

Timetable

SU	Mo	TU	WE	TH	FR	SA	SU	Mo	TU	WE	TH	FR	SA	SU	Mo	TU	WE	TH	FR	SA	SU	Mo	TU	WE	TH	FR	SA		
			1	2	3	4	5					1	2	3	1	2	3	4	5	6	7				1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12		
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19		
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26		
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31				

Date	Event	Responsible Party
September 23	Draft resolution setting date and time for refunding bond hearing sent to issuer	BC
September 28	5:30 PM - BOARD MEETING <ul style="list-style-type: none"> Board approves engagement agreement with Piper Sandler Board adopts resolution setting date and time for hearing on refunding bond 	PSC/Issuer Issuer/BC
September 21	Preliminary bonding information circulated	PSC
September 28	First draft preliminary official statement (POS) circulated	PSC/DC
TBA	Due Diligence call between with members of Finance team	Issuer/PSC/DC
October 1	Comments on POS due	All
October 2	Draft legal opinion / continuing disclosure agreement due from Bond Counsel	BC
September 28	Rating request sent to Standard & Poor's	PSC
October 5	POS sent to Issuer for approval	PSC/DC
TBA	Rating Conference call to be scheduled	PSC/Issuer
October 5	Resolution covering hearing and approving POS delivered to Issuer	BC
October 12	5:30 PM - BOARD MEETING <ul style="list-style-type: none"> Hearing held; resolution instituting proceedings adopted Resolution authorizing POS adopted Parameters resolution authorizing Board President to sign BPA adopted Resolution authorizing conditional call of prior bonds adopted 	BC/Issuer BC/Issuer BC/Issuer BC/Issuer
October 20	Rating due; POS published	PSC/Issuer
November 23	Bond pricing	Issuer/Underwriter/PSC
December 7	Resolution authorizing issuance delivered to Issuer	BC
December 14	5:30 PM - BOARD MEETING <ul style="list-style-type: none"> Resolution authorizing issuance of Bonds 	BC/Issuer
December 29	Closing Date	All
January 1	Prior bonds called	Paying agent

CONSENT AGENDA

BA-21-089 **Amended 28E Agreement – Cedar Rapids Community School District,
Linn Mar Community Schools, & Collins Aerospace Child Development
Center (Eric Christenson)**

Exhibit: BA-21-089.1-2

Action Item

Pertinent Fact(s):

The Amendment is to the existing 28E Agreement with Collins Aerospace, Linn Mar CRD, and CRCSD. The amendment provides for the name change of Rockwell Collins Child Development Center to Collins Aerospace Day Academy.

Recommendation:

It is recommended that the Board of Education approve the Amendment between the Cedar Rapids Community District, Linn Mar Community School District, and Rockwell Collins Child Development Center as the newly named Collins Aerospace Day Academy.

Amendment No. 2 to Agreement for Statewide Voluntary Preschool Program Agreement No: CW2253954
between
Collins Aerospace and
Cedar Rapids Community School District
And
Linn Mar Community School District

THIS AMENDMENT 2 -ro THE AGREEMENT FOR STATEWIDE VOLUNTARY PRESCHOOL PROGRAM ("Amendment") made this 22nd day of May 2020, between Collins Aerospace and the Cedar Rapids Community School District and the Linn-Mar Community School District (hereinafter "the Parties").

WHEREAS:

The Parties have entered into an Agreement effective August 1, 2020 and

The Parties desire to amend said Agreement as the same may have been previously amended.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- 1a Term: This section is deleted in its entirety and replaced with the following: The Term of this contract is from August 1, 2020 to December 31, 2020 (excluding holidays specified in the preschool calendar) and will be reviewed on a year to year basis.

The Parties may renew this Agreement for subsequent school years (with actual contract dates modified by the Parties each school year) upon the written agreement of the Parties no later than July 1 prior to the start of the next school year. Either Party may terminate the Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from Linn Mar to Cedar Rapids Community School District for services or expenses after the date of termination.
2. Cedar Rapids Community School District's Responsibility: The fourth paragraph is deleted in its entirety and replaced with the following: Cedar Rapids Community Schools agrees to provide one teacher associate for the classroom who shall be available to work with the teacher and children while the children are in session from 8:30 - 11:30 a.m. and 12:30 to 3:30 p.m. The teacher associate assigned to the Program shall not be a contracted para-educator but will be considered a Cedar Rapids Community School District employee and classified under to the Child Care working agreement. The teacher associate from Cedar Rapids Community Schools will attend professional development opportunities provided by Linn Mar when possible that would include contact hours towards The Child Development Associate program, if applicable.
3. Students: This section is deleted in its entirety and replaced with the following: Cedar Rapids Community Schools and Linn Mar School District shall be required to enroll only students who will be four on or before September 15, 2020. It is the responsibility of the Cedar Rapids Community School District and Linn Mar School to give priority enrollment to families at or below the 130% poverty level.
4. Financial Agreements: The third paragraph is deleted in its entirety and replaced with the following: The monthly per pupil cost at which Linn Mar Schools will pay Cedar Rapids Community School District is \$369.07. For this Agreement, the total annual distribution to Cedar Rapids Community School District will not exceed \$99,648.90 (based on 30 students counted on October 1, 2019 and funded during the 2021 fiscal year).

5. Except as otherwise provided or modified herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions in this Amendment and the provisions of the Agreement, the provisions in this Amendment will prevail.

Rockwell Collins - Proprietary and Confidential

1

In witness whereof, each of the parties hereto has executed this Amendment, or has caused this Amendment to be duly executed on its behalf, as of the date set forth above.

Rockwell Collins, Inc.

By:

Name: Shantelle L. Franzen

Title: Senior Contract Manager

Date:

Linn Mar Community School
District

Name: Sondra Nelson

Name:

Eric Christensen

Title: Executive Director PK-5

Date: June 23, 2020

Cedar Rapids Community School
District

By: _____

Name: Laurel A. Day

Title: Board Secretary

Date: September 28, 2020

Rockwell Collins - Proprietary and Confidential

2

CONSENT AGENDA

BA-21-090 **Agreement - Letter of Intent – Cedar Rapids Community School District and Interstate Power and Light Company (David Nicholson/Scott Wing)**

Exhibit: BA-21-090.1-4

Action Item

Pertinent Fact(s):

1. In connection to the award of the Volkswagen Settlement Mitigation Trust for the purchase of 2 electric and 2 propane buses, this agreement lays out the terms of the pilot program that Interstate Power and Light Company would like to conduct. The purpose of this pilot program is to test the performance of electric school buses in cold climates and to further develop the V2G charging infrastructure.
2. Interstate Power and Light will provide funding assistance to CRCSD in the amount equal to the difference between the purchase price of two propane-powered buses and the purchase of two electric buses through the VW Settlement Mitigation Trust award. In addition, Interstate Power and Light will provide the additional funding for the design and installation of the V2G charging infrastructure.

Recommendation:

It is recommended that the Board of Education approve the Agreement - Letter of Intent – Cedar Rapids Community School District and Interstate Power and Light Company.



Alliant Energy
200 First Street SE
P.O. Box 351
Cedar Rapids, IA 52406-0351

1-800-ALLIANT (800-255-4268)
alliantenergy.com

September 23, 2020

Via E-mail

Cedar Rapids Community School District

Re: Letter of Intent

Dear Cedar Rapids Community School District:

This Letter of Intent (“**LOI**”) from Interstate Power and Light Company (“**IPL**”) to Cedar Rapids Community School District (“**CRCSD**”) is intended to confirm IPL’s commitment to partner with CRCSD on the Vehicle to Grid (“**V2G**”) School Bus Commercialization Pilot (the “**Pilot**”) and development of bi-directional charging stations. IPL and CRCSD are hereinafter referred to individually as a “**Party**” and collectively as “**Parties**”.

Background

The Pilot is part of a larger V2G technology study that includes the U.S. Department of Energy and Blue Bird Corporation. The primary purposes of the Pilot are to (1) test the performance of electric school buses in cold climates and (2) observe and further develop V2G charging infrastructure. CRCSD will serve as the site host for the Pilot. Additionally, electricity stored in the electric school buses’ batteries will be made available to IPL’s electric grid.

Earlier this year CRCSD received a \$417,500 funding award from the Volkswagen Settlement Mitigation Trust, which is administered in Iowa by the Iowa Department of Transportation. CRCSD will apply \$360,000 of the funding award (the “**Award**”) to the Pilot. As described below, CRCSD will purchase two (2) V2G-compatible electric school buses (the “**Buses**”) from Blue Bird Corporation (“**Blue Bird**”) and two (2) 150 kW bi-directional inverter-charging units (“**ICU**”) with funding assistance from IPL. IPL will oversee the process of designing and installing V2G charging infrastructure.

Preliminary Terms

1. ***Pilot Term.*** The Pilot will commence upon the delivery of the Buses to CRCSD and will continue for a period of two (2) years (the “**Term**”). Estimated delivery of the Buses is between September 2021 and March 2022. If CRCSD seeks to end the Pilot prior to end of the Term and the Parties agree to do so, CRCSD will pay to IPL an amount equal to a portion of IPL’s Pilot costs.
2. ***IPL’s Funding Obligations.*** IPL will provide funding assistance to CRCSD in an amount equal to the difference between (i) the purchase price of two propane-powered buses to be purchased by CRCSD and (ii) the purchase price of the Buses and ICUs to be used in the Pilot. This amount will be net of the Award. IPL will also provide funding for additional Pilot costs, including the

design and installation of the V2G charging infrastructure. IPL's funding of the Pilot will not exceed \$450,000.

3. Ownership of Buses, Batteries and ICUs. During and after the Term, CRCSD will own the Buses, batteries and ICUs. During the Term, IPL will retain the right to use the Buses as distributed energy resources ("DER") outside of pupil transportation hours.
4. Charging Infrastructure. IPL will be responsible for designing and installing the charging infrastructure for the Pilot, with the cooperation of CRCSD.
5. Access to Buses, Batteries and ICUs. IPL will have access to the Buses and batteries at all times, other than during pupil transportation hours. IPL will have access to the ICUs at all times.
6. Data. IPL will own all data generated during the Pilot (the "Data"). There will be no restrictions on IPL's use of the Data.
7. Definitive Agreement. At a mutually agreeable time before commencement of the Pilot, the Parties will negotiate and enter into a detailed agreement to govern the Parties' participation in the Pilot (the "Definitive Agreement"). The Definitive Agreement will incorporate the terms of this LOI. IPL may accommodate changes to the terms of this LOI in the Definitive Agreement, but will not be obligated to do so.
8. Waiver. No failure or delay: (i) in exercising any right or remedy, or (ii) in requiring the satisfaction of any condition under this LOI, and no act, omission or course of dealing or course of performance between the Parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated.
9. Interpretation; Laws. Headings are for reference only, do not form any part of this LOI and will be given no legal effect in the interpretation of this LOI. This LOI will be governed by and construed in accordance with the internal laws of the State of Iowa, without regard to conflict of laws principles. Any litigation arising out of this LOI will be filed in the State of Iowa. If any provision of this LOI is found to be invalid, then, so far as is reasonable and possible, all of the remaining provisions of this LOI must nonetheless remain in full force and effect and will be given the intent manifested by the portion held invalid or inoperative. BOTH PARTIES IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY SIZE.
10. Entire Agreement; Amendments. This LOI represents the entire agreement between IPL and CRCSD with respect to the subject matter hereof, and supersedes all prior negotiations, representations or agreements whether written or oral. Except as specifically permitted hereunder, this LOI may be amended only by written instrument signed by a duly authorized representative of each Party.
11. No Third Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this LOI.

12. Counterparts. This LOI may be executed in counterparts, each of which when executed by the Parties will be deemed to be a complete original LOI. An electronic (PDF) or facsimile copy of the executed LOI or counterpart will have the same legal force and effect as an original document.
13. Damages. IN NO EVENT SHALL A PARTY HERETO BE LIABLE TO ANOTHER PARTY HERETO (OR ANY OF ITS AFFILIATES) FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY TYPE, INCLUDING LOST PROFIT OR LOSS OF BUSINESS OPPORTUNITY, WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, JOINT OR CONCURRENT, OR STRICT LIABILITY) ARISING OUT OF THIS LOI.

[Remainder of page intentionally left blank.]

If the terms and conditions of this LOI are acceptable to you, please so indicate by executing and returning an electronic copy of this LOI to IPL.

Interstate Power and Light Company

Name:
Title:
Date:

Cedar Rapids Community School District

Name: Laurel A. Day
Title: Board Secretary
Date: September 28, 2020

Signature Page

CONSENT AGENDA

BA-21-091 Tabulation – Wide Base VenTrac Mower (Matt Dunbar/David Nicholson)

Exhibit: BA-21-091.1-2

Action Item

Pertinent Fact(s):

1. This type of mower provides safe mowing of steep inclines in the horseshoe at Kingston Stadium and at other District sites.
2. Quotes received from two vendors – TurfWerks, Johnston IA and MTI distributing Brooklyn Center MN.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - VenTrac Mower and accessories from TurfWerks located in Johnston IA.



Pricing Quote

Quote #: 46004-20218

Date Quoted: August 6, 2020
Quote Expires: September 6, 2020

Prepared For:

Jeff King
Cedar Rapids Community Schools
Cedar Rapids, IA 52404

Prepared By:

Mti Distributing, Inc - Brooklyn Center
Ben Cole
4830 Azelia Ave N
Suite 100
Brooklyn Center, MN 55429
Phone: 612-655-4345

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	OMNIA	Total
1	4500P (39.51207)	Ventrac Tractor: KN, 4500P Kawasaki FD851D <i>Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs</i>	20,169.60	20,169.60
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax	1,113.20	1,113.20
1	70.4140	Accessory: DIGITAL SLOPE GAUGE Kit, Slope Indicator	312.40	312.40
1	47.0312	Accessory: ARM RESTS Armrest, Kit - Deluxe Seat	61.60	61.60
1	HQ680 (39.55104)	Attachment: MOWERS - TOUGH CUT HQ, HQ680 Mower, Tough Cut	3,005.20	3,005.20
1	70.8213	Accessory: SWIVEL WHEEL KIT Kit, HQ680 Swivel Wheel	545.60	545.60
1	MS720 (39.55111)	Attachment: MOWERS - FINISH MS, MS720 Mower SD	3,713.60	3,713.60
1	70.8214	Accessory: Kit, Hydraulic Flip Up MS/MT/MU	396.00	396.00

TOTAL USD \$ 29,317.20

Notes:

Quote is valid for 30 days

Equipment delivery at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

TurfWerks

PARTNERS IN GROWTH

Johnston, IA -- Oakdale, MN -- St. Louis, MO -- Omaha, NE

Equipment Quote Request

Customer Name	Cedar Rapids School District	Date	6/19/20
Account Number		Ship Address	
Contact Person	Matt Dunbar	City	Cedar Rapids
Phone Number		State	IA
Mobile Number		Zip Code	
Fax Number		Email Address	

PO Number X _____ Turfwerks Contact X Stewart _____
 Deliver Date X **Before 8/1/20** Special Terms X Sourcewell _____

MODEL #	QTY	PRODUCT DESCRIPTION	UNIT PRICE	TOTAL
	1	Ventrac 4500P	\$20,918.50	\$20,918.50
		Kawasaki Gas Engine, All-Wheel Drive		
		Dual Wheel Kit, Slope Indicator, Arm Rests		
	1	Ventrac HQ680 Tough Cut Deck	\$3,429.75	\$3,429.75
		Swivel Wheel Kit		
	1	Ventrac MS720 72" Side Discharge Deck	\$3,969.50	\$3,969.50
		Hydraulic Flip Kit		
			<i>Subtotal</i>	\$ 28,317.75
			<i>Sales Tax</i>	\$ -
			<i>TOTAL</i>	\$ 28,317.75

Notes
 2 Year Warranty
 Sales Tax is NOT Included
 Sourcewell Pricing



CONSENT AGENDA

BA-21-092 **Agreement – Cedar Rapids Community School District and Dorsey & Whitney, LLP – Bond Counsel for School Infrastructure Sales, Services & Use Tax Revenue Refunding Bonds (David Nicholson)**

Exhibit: BA-21-092.1-2

Action Item

Pertinent Fact(s):

1. The proposed engagement letter is to appoint Dorsey & Whitney, LLP as our Bond Counsel for the proposed public sale of Sales Services & Use Tax Revenue Refunding Bonds and the issuance of Sales Services & Use Tax Revenue Bonds.
2. Dorsey & Whitney, LLP will be the bond counsel for both the refinancing of our 2015 SAVE revenue bonds and the two series of bonds for the new Elementary School on the Jackson site.

Recommendation:

It is recommended that the Board of Education approve the Agreement/Engagement Letter between the Cedar Rapids Community School District and Dorsey & Whitney, LLP - Bond Counsel for School Infrastructure Sales, Services & Use Tax Revenue Refunding Bonds and the issuance of Sales Services & Use Tax Revenue Bonds for the new Elementary School on the Jackson site.



CRISTINA KUHN
(515) 699-3273
kuhn.cristina@dorsey.com

September 23, 2020

David Nicholson
Executive Director - Business Services
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

Re: School Infrastructure Sales, Services & Use Tax Revenue Bonds, Series 2020A (the "Series 2020A Bonds") and School Infrastructure Sales, Services & Use Tax Revenue Bonds, Series 2020B (the "Series 2020B Bonds" and, together with the Series 2020A Bonds, the "Bonds")

Dear Dave:

The purpose of this letter is to confirm our engagement by Cedar Rapids Community School District ("School District") as Bond Counsel and Disclosure Counsel in connection with the issuance of the above-captioned Bonds, in multiple series. The approximate amount of the Series 2020A Bonds is \$10,000,000 and the approximate amount of the Series 2020B Bonds is \$45,000,000. The Bonds are anticipated to be publicly offered pursuant to two or more Official Statements, and each Series of Bonds is anticipated to be sold and closed separately. The School District has engaged Piper Sandler & Co. as the financial advisor ("Piper") and Lynch, Dallas P.C. as counsel to the School District.

The School District will be our client and we will represent its interests in connection with this matter. It is mutually understood that these services are solely for the benefit of the School District.

As Bond Counsel we are engaged to prepare the bond documents relating to the financing and to render objective legal opinions with respect to the authorization and issuance of the Bonds. As Bond Counsel we will examine applicable law, prepare the authorizing and operative resolutions, escrow agreements, closing certificates and other documents required of the Board of the School District, consult with officials of the School District and other parties to the transaction prior to the issuance of the Bonds, review certified proceedings, and undertake such additional duties as we deem necessary to render our legal opinions. Our services as Bond Counsel will not include legal services regarding public bidding and construction contract review and advice or related opinions, and it is our understanding Lynch, Dallas P.C. will be providing those legal services to the School District.

In acting as Disclosure Counsel, we will assist the School District in preparing the Official Statements, with the understanding that Piper is primarily responsible for compiling Appendix A for the Official Statements. We will draft/prepare the Continuing Disclosure Agreements, perform "due diligence" functions and perform certain other functions as may be necessary to

Page 2

fulfill our responsibilities as Disclosure Counsel. We will also provide a legal memorandum with respect to state securities (blue sky) matters relating to the Bonds, if required by the purchaser.

It is our understanding the Bonds will be publicly offered, in multiple series and under separate Official Statements. In connection with the issuance of the Series 2020A Bonds, Dorsey & Whitney LLP will receive compensation of \$18,000 and \$7,500 for its services as Bond Counsel and Disclosure Counsel, respectively. In connection with the issuance of the Series 2020B Bonds, Dorsey & Whitney LLP will receive compensation of \$32,000 and \$7,500 for its services as Bond Counsel and Disclosure Counsel, respectively.

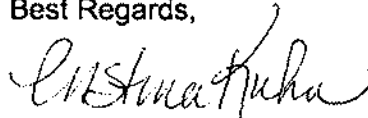
We will submit a statement for those services at the end of the matter/closing of the Bonds. If for any reason the financing does not close, our firm will be entitled to receive compensation at our standard hourly rates for the work performed in connection therewith, but not to exceed the foregoing amounts. If required by the purchaser, we will also provide a legal memorandum with respect to state securities (blue sky) matters relating to the Bonds, for which there will be a separate charge (estimated to be \$5,000) based on the number of states in which state securities filings are to be made by the Underwriter, but this request is uncommon in these types of transactions.

We will also bill for our expenses for such things as postage, overnight delivery services, faxes, transcripts and other expenses which are estimated to range from \$100-\$150.

If the financing plan differs from the proposed structure, including but not limited to a material increase in the par amount of the Bonds, we will modify our fee quote and inform you of such modification.

We look forward to working with you on these matters and please give me a call if you have any questions or if there is any additional information I can supply at this time.

Best Regards,



Cristina Kuhn

CK/ld

Accepted and approved the 28 day of September, 2020.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By _____

Name: Laurel A. Day

Title: Board Secretary

CONSENT AGENDA

BA-21-093 Agreement – Cedar Rapids Community School District and Cedar Rapids Opera Theatre – 2020-2021 School Year (John Rice)

Exhibit: BA-21-093.1-7

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District with the Cedar Rapids Opera Theatre for the 2020-2021 School Year.

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

THIS AGREEMENT is made and entered into on the **18th day of May, 2020**, by and between the Cedar Rapids Community School District (the “District”) and the **Cedar Rapids Opera Theatre**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 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

Cedar Rapids Opera Theatre agrees to the following:

A. Type/Location of Services

Visiting Artists in Schools

- 1. Cedar Rapids Opera Theatre will provide professional performers, stage director, and musical director for visits in participating CRCSD elementary schools (maximum of 10) to present the Young Artists School Outreach program opera, *The Enchanted Forest*, a 30-minute ‘choose your own adventure’ opera where the audience will just before the performance begins whether the lead is a hero (prince) or a heroine (princess). Performances will take place at the following elementary schools in January, 2021: Coolidge, Erskine, Garfield, Hiawatha, Hoover, Jackson, Kenwood Leadership Academy, Truman, and Viola Gibson**
- 2. Cedar Rapids Opera Theatre will provide a teacher guide, consistent with CRCSD curriculum, for student preparation/follow-up to all participating schools.**
- 3. Cedar Rapids Opera Theatre will develop a schedule with individual building principals/designee and provide a courtesy copy to CRCSD Curriculum Office (c/o Julie Meyer) for Director of Instructional Services and Music Facilitator.**

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

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

The DISTRICT agrees to the following:

A. Visiting Artists in Schools

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

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

CROT to CRCSD

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

CRCSD to CROT

- 1. Negotiated package: CRCSD will pay CROT \$2,000 to help defray cost of the Young Artists School Outreach program school performances
- 2. CROT will invoice the CRCSD, prior to December 30, 2020

Invoice to be sent to:

Cedar Rapids Community School District

Attention: Julie Meyer
2500 Edgewood Road NW
Cedar Rapids, IA 52405

3. Invoice will be paid by check to CROT in February 2021.

4. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

3. Workers Compensation and Employer's Liability

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

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

4. Umbrella Liability:

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

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

5. Professional Liability:

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

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

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

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

9. CONTACT PERSON

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

<p><u>NAME</u> Beth Davies, Music Facilitator Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4126 bdavies@crschools.us</p>	<p><u>NAME</u> Lori Lane, Executive Director Cedar Rapids Opera Theatre 425 Second St SE, Suite 960 Cedar Rapids, IA 52401 319-365-7401 office executive.director@cropera.org</p>

Cedar Rapids Community School District

By: _____

Board President

Date: _____ September 28, 2020

By: _____

Board Secretary

Date: _____ September 28, 2020

Organization

By: _____

Executive Director

6-19-20

Date: _____

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

CONSENT AGENDA

BA-21-094 Agreement – Cedar Rapids Community School District and Eastern Iowa Arts Academy - 2020-2021 School Year (John Rice)

Exhibit: BA-21-094.1-9

Action Item

Pertinent Fact(s):

1. This is a continuing Agreement with services provided to reinforce the District's curriculum through after school arts enrichment classes, special events and guest workshops, modified this year due to virtual instruction and COVID 19.
2. The Eastern Iowa Arts Academy (EIAA), a private, non-profit local arts education organization, will provide virtual arts enrichment courses in three middle schools and twelve elementary schools during the 2019-2020 school year.
3. EIAA will collaborate with the District to provide at least one special event arts opportunity for designated groups of EIAA and/or District students.
4. The District agrees to assist with funding program costs for coursework, performances, and special events per the Agreement.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Eastern Iowa Arts Academy for the 2020-2021 school year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND
EASTERN IOWA ARTS ACADEMY
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS AND/OR THROUGH
VIRTUAL PROGRAMMING**

THIS AGREEMENT is made and entered into on the **18th day of May, 2020**, by and between the Cedar Rapids Community School District (the “District”) and **Eastern Iowa Arts Academy (EIAA)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 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

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

Type/Location of Services- During the 2020-2021 school year, EIAA will provide classes virtually due to restrictions resulting from COVID-19, unless/until restrictions are lifted making in-person classes possible. EIAA will work with the Music and Art Content Leads to coordinate with classroom teachers to schedule programming during regular school hours while COVID-19 restrictions remain in place. For the remainder of the agreement it will be understood that any reference to after-school or in school programming will refer to the virtual option unless otherwise agreed upon as restrictions are lifted.

A. After School Arts Enrichment Courses

1. EIAA will provide after school arts enrichment courses in select

CRCSD elementary, middle and high schools. EIAA will be responsible for:

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

a. School Guidelines:

- Provide EIAA classes in at least 3 CRCSD middle schools and approximately 12 CRCSD elementary schools during the school year. EIAA after school

course options will include approved arts classes (visual art music, creative writing, dance, cultural arts and/or drama).

- Fall term will be 5 weeks long (due to the delayed start to the academic year) with both the winter and spring terms being 9 weeks long. Classes meet once per week.
- EIAA Executive Director/designee will coordinate schedule of select approved courses with designated CRCSD school building principal/designee. (Earliest class start time is 3:00 p.m. middle and high school and 3:45 p.m. elem. school for in-person classes should they become possible. Classes presented virtually, during regular school hours will be coordinated with the building/classroom teacher).
- EIAA will provide approved classes in designated CRCSD school buildings for CRCSD students only.

B. Special Events: Guest Artist Workshops/Student Performances

1. EIAA will collaborate with CRCSD to provide at least one special event arts opportunity, during the 2020-2021 school year for designated groups of EIAA and/or CRCSD students (by school, grade level, class, etc.). EIAA will be responsible for:

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

C. **Eastern Iowa Arts Academy (EIAA)** will not provide services to buildings other than those identified in a formal agreement without prior written approval of a District Administrator.

D. Delivery of instruction and performances will take place virtually unless/until COVID-19 health restrictions are lifted, at which time classes could be delivered in person.

E. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior).

F. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.

G. Submit invoices during each of the (3) terms (Fall, Winter, Spring) in conjunction with outcomes reports.

The DISTRICT agrees to the following:

A. After School Arts Enrichment Courses

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

- Appropriate space for EIAA classes (i.e.: electricity, water facilities, gym floor, custodial services, etc.) in designated CRCSD schools as agreed upon by EIAA Executive Director/designee and CRCSD building principal/designee
- Appropriate equipment for EIAA classes (i.e.: risers, chairs/tables, paint brushes, computers, etc.) in designated CRCSD schools as agreed upon by EIAA Executive Director/designee and CRCSD building principal/designee
- Appropriate space and equipment as needed for (auditorium, custodial services, risers, microphones, etc) up to (2) EIAA “Arts Alive” public performances at the end of each Fall and Spring terms as agreed upon by EIAA Executive Director/designee and CRCSD building principal/designee.
- Contribution of up to \$27,000 to EIAA program fund during **2020-21** school year
 - Funds will be applied towards cost of classes for CRCSD students in CRCSD school buildings exclusively.
 - For the CRCSD (and other non-profits) cost of an 8-week class, one hour per week, is \$1080.00 and cost for a 6-week class, one hour a week, is \$810.00. *(Actual cost of an 8-week EIAA class is \$1345 and \$1008 for 6-week class. EIAA will cover remaining costs of the class through additional funding sources.)* **Classes delivered virtually will cost \$540/ 30-minute session due to the increase in EIAA staff time to coordinate delivery during the school day and to the number of materials needed to facilitate classes delivered to a larger number of students.**
 - Participation in EIAA classes is at no cost for CRCSD students.
 - Method of payment: EIAA will invoice CRCSD for cost of approved classes in CRCSD schools (not to exceed \$27,000 per **2020-21** school year.) Invoices will be sent to: Cedar Rapids Community School District Attn: Julie Meyer, Secretary of Instructional Services
 - List of school building names, class titles and corresponding class participation numbers will be included with invoice
- EIAA communication access through:
 - CRCSD e-mail and CRCSD school van mail
 - Mass hard copy information sent home with students-prior CRCSD approval required
 - Select EIAA/CRCSD events/classes included on web-based district arts Calendar, Virtual backpack, and additional CRCSD event information as appropriate for **2020-21**
 - EIAA staff use of designated EIAA class site school building phones (to contact EIAA parents, community emergency personnel, etc.)
- Assistance with promoting registration

- Access to CRSD Graphics and Print Shop services (for showcase program printing, etc.). Note: EIAA will be invoiced for all printing services provided.
- Permission for CRCSO staff members, who are also EIAA teachers to leave CRCSO contract day early, as needed to teach their EIAA class: Secondary—earliest 3:00 p.m. and Elementary--earliest 3:45 p.m.
- Designated CRCSO building contact person for each school hosting EIAA courses
- Designated CRCSO technical support contact person to provide support for online programming.

B. Special Events: Guest Artist Workshops/Student Performances

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

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

4. INSURANCE AND INDEMNIFICATION

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

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

General Aggregate (other than Prod/Comp Ops Liability) \$2,000,000

Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

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

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

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

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

3. Workers Compensation and Employer’s Liability

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

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

4. Umbrella Liability:

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

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

5. Professional Liability:

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

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

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

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

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

9. CONTACT PERSON

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

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

Cedar Rapids Community School District

By: _____

Board President

Date: September 28, 2020

By: _____

Board Secretary

Date: September 28, 2020

[Organization]

By: 
Executive Director

Date: 9/22/2020

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

CONSENT AGENDA

BA-21-095 **Agreement – Cedar Rapids Community School District and Red Cedar Chamber Orchestra – 2020-2021 School Year (John Rice)**

Exhibit: BA-21-095.1-8

Action Item

Pertinent Fact(s):

The CRCSD agrees to assist in funding, per the Agreement, for the artistic services provided: four- residency sessions per day (virtual), each up to sixty minutes in length. The fee has remained unchanged for the past three years. The residency is sponsored in part by a grant from the Iowa Arts Council.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Red Cedar Chamber Orchestra for the 2020-2021 School Year.

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

THIS AGREEMENT is made and entered into on the **18th day of May, 2020**, by and between the Cedar Rapids Community School District (the “District”) and **Red Cedar Chamber Music**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **August 1, 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

Red Cedar Chamber Music agrees to the following:

A. Type/Location of Services

Artists from Red Cedar Chamber Music hereby agree to present a 4-day residency at **Kennedy High School** in Cedar Rapids, Iowa in **March 2021**.

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

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

B. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior).

C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.

A. Delivery of instruction and performances will take place in person. In the event that health restrictions do not allow for that format, delivery may take place virtually.

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

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **Elizabeth Driskell, Kennedy High School, and Beth Davies, District Music Facilitator**, to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.

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

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

The Partner, in consideration of the artistic services of the Artists, agrees to pay Red Cedar Chamber Music \$2,000 from the District budget. Make check payable to Red Cedar Chamber Music (EIN NUMBER 42-1473672). Payment shall be issued to the Artists within 30 days of the receipt of an invoice.

4. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

3. Workers Compensation and Employer’s Liability

Workers’ Compensation	State Statutory Limits
Employer’s Liability – Bodily Injury By Accident	\$100,000 each accident

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

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

4. Umbrella Liability:

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

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

5. Professional Liability:

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

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

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. ("Company") is providing services to the District as a contractor or is operating or managing the

operations of a contractor. The services provided by **Red Cedar Chamber Music** may involve the presence of the **Red Cedar Chamber Music** employees or volunteers upon the real property of the schools of the District.

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

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

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

9. CONTACT PERSON

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

<p><u>NAME</u> Beth Davies, K-12 Music Curriculum Facilitator Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4126 bdavies@crschools.us</p>	<p><u>NAME</u> Carey Baustian Red Cedar Chamber Music P.O. Box 154 Marion, IA 52302 Phone (319) 338-0307 carey@redcedar.org</p>
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Cedar Rapids Community School District

By: _____
Board President

Date: _____ September 28, 2020

By: _____
Board Secretary

Date: _____ September 28, 2020

[Organization]

By: 
Executive Director

Date: 6/10/20

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



Red Cedar Chamber Music

CRCSD residency proposal 2020-21

Kennedy High School – March 2021

Request: \$2,000

To: Beth Davies, CRCSD K-12
Music Curriculum Facilitator

The project:

Brinton Reprise

Miera Kim (violin)

Carey Bostian (cello)

Jan Boland (flute)

John Dowdall (guitar)

Michael Zahs (historian)

The Brinton collection of early entertainment materials has become renowned nationally and internationally due to the full-length documentary film, *Saving Brinton*, which celebrates the collection and Michael Zahs, the man who saved it. Musical selections will accompany rare magic lantern slides and silent films. Red Cedar Chamber Music will offer a two-part curriculum to students at Kennedy High School in March 2021. Students in Music, Humanities, Science, Communications and History will be fascinated by the history of early entertainment and the life of legendary French filmmaker Georges Melies.

Elizabeth Driskell has agreed to be the point person for Kennedy. We are

requesting \$2,000 to support this programming. Significant funding has already been committed to this project.



Red Cedar has given a yearly residency in the Cedar Rapids Community Schools since 2000.

Please contact:

Carey Bostian, Artistic Director

Red Cedar Chamber Music

carey@redcedar.org

319-321-3273

ADMINISTRATION

BA-21-096 Resolution - Schedule a Public Hearing to Consider Participating in the Instructional Support Program (David Nicholson)

Exhibit: BA-21-096.1-3

Action Item

Pertinent Fact(s):

1. The Board received information on September 14, 2020 regarding the use of the existing Instructional Support Program and the need to renew beginning in Fiscal Year 2022. The current Board approved five-year Instructional Support Program Levy is set at the legal maximum 10% of the regular program cost and allows the use of income surtax as a funding stream, in addition to the required local property tax and (potential) ISL State Aid funding streams.
2. Highlights of the attached resolution included:
 - a. Board approved Instructional Support Program: Duration 5 years – FY's 2022-2026
 - b. The additional funding for the Instructional Support Program for a budget year shall be determined annually and shall not exceed ten percent (10%) of the total regular program district cost for the budget year.
 - c. Moneys received by the District for the Instructional Support Program may be used for any general fund purpose.
 - d. Instructional Support Program shall be funded by instructional support state aid (potentially) and a combination of instructional support property tax and income surtax.
 - e. The Board Secretary is authorized and directed to give Notice and Schedule a Public Hearing on this issue at the October 12, 2020 Board Meeting.

Recommendation:

It is recommended that the Board of Education approve the Resolution to Consider Participating in the Instructional Support Program and to Schedule a Public Hearing on October 12, 2020.

AGENDA ITEM

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Instructional Support Levy

Action on Resolution of Intent to Consider Continued Participation in the Instructional Support Program

RESOLUTION OF INTENT

Director _____ introduced and caused to be read the Resolution hereinafter set out and moved its adoption; seconded by Director _____; after due consideration by the Board, the President put the question upon the adoption of said Resolution and, the results of the roll call vote were:

Aye _____
DIRECTORS

Nay _____
DIRECTORS

Whereupon the President declared said Resolution duly adopted as follows:

WHEREAS, the Board deems it necessary and desirable to continue to provide additional funding for the Cedar Rapids Community School District pursuant to the Instructional Support Program; and

WHEREAS, in order to consider continued participation in an Instructional Support Program, the District must hold a public hearing on the question of participation, setting forth its proposal following publication of the notice of the time and place of such hearing; and

WHEREAS, the Board wishes to set forth in a Resolution its proposal specifying the method and amount to be used to fund the Instructional Support Program, the purposes within the general fund for which the Instructional Support funds will be used, set a date of public hearing, and direct the Board Secretary to publish notice of the time and place of hearing;

NOW, THEREFORE, be it resolved by the Board of Directors of the Cedar Rapids Community School District, Linn County, State of Iowa, as follows:

Section 1: A public hearing on the question of the Cedar Rapids Community School District's participation in the Instructional Support Program is hereby set for October 12, 2020, at 5:30 o'clock p.m. in the ELSC, Board Room, 2500 Edgewood Road N.W., Cedar Rapids, Iowa, and the Secretary of the Board is hereby authorized to give notice of the time and place of the public hearing by publishing said notice in The Gazette, not less than ten (10) nor more than twenty (20) days before the date of the public hearing.

Section 2: At the public hearing the Board will announce the date, no longer than thirty (30) days after the hearing, on which it will take action to adopt a resolution to participate in the Instructional Support Program. At the public hearing the following proposition, as may be modified as a result of discussion and input, shall be considered for inclusion in the resolution to participate in the program, to wit:

The Board of Directors of the Cedar Rapids Community School District, Linn County, State of Iowa, does hereby resolve to participate in the Instructional Support Program for a period of five (5) years, to levy annually, as determined by the Board, an instructional support property tax which will be levied annually upon the taxable

property within the District, commencing with the levy of property taxes for collection in the fiscal year beginning July 1, 2021 and an instructional support income surtax imposed annually for each budget year, the percent of income surtax (not to exceed twenty percent (20%)) to be determined annually by the Board for each budget year to be imposed upon the state individual income tax of each individual income taxpayer resident in the District on December 31, 2021, and each year thereafter.

The funds thus collected, when combined with Instructional Support State Aid shall not exceed ten percent (10%) of the regular program district cost, including the budget adjustment pursuant to Iowa Code section 257.14 for any budget year. Instructional Support Program funds may be used for any general fund purpose.

Section 3: All resolutions or orders or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Passed and approved September 28, 2020.

President, Board of Directors

Attest:

Secretary, Board of Directors

ADMINISTRATION

BA-21-097 Request School Budget Review Committee - Special Education Negative Balance for FY2019-2020 (David Nicholson/Wendy Parker)

Exhibit: BA-21-097.1

Action Item

Pertinent Fact(s):

The Cedar Rapids Community School District had a negative special education balance for FY 2019-2020 of \$12,246,812.04. A request to the School Budget Review Committee (SBRC) for allowable growth and a supplemental State aid payment for the negative balance is automatic and included in the submission of the Special Education Supplemental Report which was certified on September 23, 2020. The amount of supplemental State aid payment will be calculated by the Department of Management after all special education balances have been finalized. The exhibit provides a two-year comparison of special education revenues and expenditures.

Recommendation:

It is recommended that the Board of Education approve a Request to the School Budget Review Committee, (SBRC) for allowable growth and a supplemental State aid payment for the Special Education Negative Balance of \$12,246,812.04 for FY2019-2020.

Special Education Supplement Report - Two Year Comparison

Revenues	2018 - 2019 Special Education Balance				2019-2020 Special Education Balance				Difference	
	Weight 1.72	Weight 2.21	Weight 3.74	Total	Weight 1.72	Weight 2.21	Weight 3.74	Total	Dollars	Percentage
Special Education Receipts	14,493,986.00	7,293,471.00	9,345,728.00	31,133,185.00	15,762,355.00	7,651,386.00	9,283,115.00	32,696,856.00	\$1,563,671.00	5.02%
Tuition In Receipts	312,338.68	366,813.96	972,263.22	1,651,415.86	398,283.90	392,024.97	1,179,733.98	1,970,042.85	318,626.99	19.29%
Medicaid Reimb for Instructional Program	1,132,846.14	609,253.12	1,475,448.05	3,217,547.31	1,054,831.06	522,405.43	1,361,789.36	2,939,025.85	(278,521.46)	-8.66%
Part B Receipts for Instructional Program	756,288.54	138,320.66	402.80	895,012.00	659,377.97	105,311.03	-	764,689.00	(130,323.00)	-14.56%
Teacher Quality	823,213.48	387,217.84	581,094.11	1,791,525.43	868,299.02	422,156.00	577,676.30	1,868,131.32	76,605.89	4.28%
Foster Care Claims	1,898.50	-	-	1,898.50	-	8,612.76	58,770.20	67,382.96	65,484.46	3449.27%
Term of Rights Claims	4,898.13	23,386.70	152,420.98	180,705.81	6,002.40	1,766.72	186,153.03	193,922.15	13,216.34	7.31%
High Cost Fund Claims	-	-	48,058.33	48,058.33	-	14,667.06	12,113.75	26,780.81	(21,277.52)	-44.27%
Non-Public Claim	-	-	-	-	-	-	-	-	0.00	0.00%
Vehicle Sales	-	-	-	-	-	-	-	-	0.00	0.00%
Other Revenue	-	-	-	-	-	-	-	-	0.00	0.00%
Total Special Education Revenue	\$ 17,525,469.47	\$ 8,818,463.28	\$ 12,575,415.49	\$ 38,919,348.24	\$ 18,749,149.35	\$ 9,118,329.97	\$ 12,659,351.62	\$ 40,526,830.94	\$1,607,482.70	4.13%

Expenses	2018 - 2019 Special Education Balance				2019-2020 Special Education Balance				Difference	
	Weight 1.72	Weight 2.21	Weight 3.74	Total	Weight 1.72	Weight 2.21	Weight 3.74	Total	Dollars	Percentage
Total Salaries (Instructional Only)	8,855,038.81	\$ 5,360,535.56	\$ 11,895,668.44	\$ 26,111,242.81	9,110,282.31	\$ 5,745,954.94	\$ 12,845,706.39	\$ 27,701,943.64	\$1,590,700.83	6.09%
Total Benefits (Instructional Only)	2,000,913.54	\$ 1,226,569.10	\$ 2,726,498.63	\$ 5,953,981.27	2,258,096.42	\$ 1,566,690.14	\$ 3,657,740.14	\$ 7,482,526.70	1,528,545.43	25.67%
Employee Travel (Instructional Only)	22,354.35	\$ 9,006.42	\$ 28,178.52	\$ 59,539.29	16,270.06	\$ 6,528.87	\$ 41,437.66	\$ 64,236.59	4,697.30	7.89%
Total Supplies & Materials (Consumables)	23,077.72	\$ 20,146.31	\$ 56,817.60	\$ 100,041.63	10,277.01	\$ 7,061.49	\$ 45,853.08	\$ 63,191.58	-36,850.05	-36.83%
Total Contact Services (Non-Tuition)	86,979.11	\$ 71,123.45	\$ 690,258.20	\$ 848,360.76	75,099.07	\$ 111,430.76	\$ 445,344.68	\$ 631,874.51	-216,486.25	-25.52%
Total Pupil Transportation	2,799.31	\$ 578,658.16	\$ 2,348,876.25	\$ 2,930,333.72	7,206.76	\$ 372,641.68	\$ 3,788,152.81	\$ 4,168,001.25	1,237,667.53	42.24%
Total Equipment	-	\$ 600.00	\$ 33,911.81	\$ 34,511.81	743.00	\$ 4,023.49	\$ 22,491.00	\$ 27,257.49	-7,254.32	-21.02%
Total	\$ 10,991,162.84	\$ 7,266,639.00	\$ 17,780,209.45	\$ 36,038,011.29	\$ 11,477,974.63	\$ 7,814,331.37	\$ 20,846,725.76	\$ 40,139,031.76	4,101,020.47	11.38%
SBRC Approval for Admin Costs	8,161.66	40,808.32	114,263.31	163,233.29	7,307.58	39,460.90	99,383.00	146,151.48	-17,081.81	-10.46%
SBRC Receipts for Admin Costs	16,723.26	21,102.45	40,303.20	78,128.91	20,299.29	24,010.53	43,297.64	87,607.46	9,478.55	12.13%
State/Local SBRC Approved Admin Costs	\$ (8,561.60)	\$ 19,705.87	\$ 73,960.11	\$ 85,104.38	\$ (12,991.71)	\$ 15,450.37	\$ 56,085.36	\$ 58,544.02	-26,560.36	0.00%
Subtotal Special Education	\$ 10,982,601.24	\$ 7,286,344.87	\$ 17,854,169.56	\$ 36,123,115.67	\$ 11,464,982.92	\$ 7,829,781.74	\$ 20,902,811.12	\$ 40,197,575.78	4,074,460.11	11.28%
General Program Expenditures	\$ 6,909,924.00	\$ 1,112,248.00	\$ 682,020.00	\$ 8,704,192.00	\$ 7,514,611.00	\$ 1,171,251.00	\$ 681,739.00	\$ 9,367,601.00	663,409.00	7.62%
Contracted Services (Tuition)	1,426,071.87	953,189.25	981,454.97	3,360,716.09	1,434,610.75	987,142.35	786,713.10	3,208,466.20	-152,249.89	-4.53%
Maintenance of Effort Reduction Amount	-	-	-	-	-	-	-	-	0.00	0.00%
DE Adjustments	-	-	-	-	-	-	-	-	0.00	0.00%
Total Special Education Expenditures	\$ 19,318,597.11	\$ 9,351,782.12	\$ 19,517,644.53	\$ 48,188,023.76	\$ 20,414,204.67	\$ 9,988,175.09	\$ 22,371,263.22	\$ 52,773,642.98	\$4,585,619.22	9.52%
Total State/Local Special Education Balance	\$ (1,793,127.64)	\$ (533,318.84)	\$ (6,942,229.04)	\$ (9,268,675.52)	\$ (1,665,055.32)	\$ (869,845.12)	\$ (9,711,911.60)	\$ (12,246,812.04)	(\$2,978,136.52)	32.13%

Screen 4 - State Receipts	2018 - 2019		2019 - 2020	
	Student Count	State Receipts	Student Count	State Receipts
Weight 1.72	1,251	\$ 14,493,986.00	1,332	\$ 15,762,355.00
Weight 2.21	516	7,293,471.00	532	7,651,386.00
Weight 3.74	375	9,345,728.00	367	9,283,115.00
Totals Generated		\$ 31,788,279.00		\$ 32,696,856.00
Total Revenue		\$ 31,788,279.00		\$ 32,696,856.00

Difference Student Count		Difference State Receipts	
Count	Percentage	Dollars	Percentage
81	6.47%	\$1,268,369.00	8.75%
16	3.10%	357,915.00	4.91%
(8)	-2.13%	(62,613.00)	-0.67%
89	4.15%	\$1,563,671.00	4.92%
		\$1,563,671.00	4.92%

Screen 6 Staff Hours/FTE	2018 - 2019		2019 - 2020	
	Contracted Hours	FTE	Contracted Hours	FTE
Audiologist	9318	6.13	9318	6.13
Early Childhood Educator	60314	39.68	55374	36.43
Special Education Teachers	397267	261.36	397237	261.34
Counselor	74480	49.00	74480	49.00
Nurse-RN	23408	15.40	25992	17.10
Dietician	1520	1.00	1520	1.00
Special Education Paraprofessional	458204	301.45	480335	316.01
Total Hours/FTE	1024510	674.02	1044255	687.01

Difference Contracted Hours		Difference FTE	
Count	Percentage	Count	Percentage
0	0.00%	0.00	0.00%
(4,940)	-8.19%	-3.25	-8.19%
(30)	-0.01%	-0.02	-0.01%
0	0.00%	0.00	0.00%
2,584	11.04%	1.70	11.04%
0	0%	0.00	0.00%
22,131	4.83%	14.56	4.83%
19,745	1.93%	12.99	1.93%

ADMINISTRATION

BA-21-098 Request School Budget Review Committee (SBRC) for Modified Allowable Growth for Limited English Learner (LEP) Excess Program Costs (David Nicholson)

Exhibit: BA-21-098.1-3

Action Item

Pertinent Fact(s):

The Cedar Rapids Community School District is eligible to request SBRC approval of \$1,790,063.95 in Modified Allowable Growth for LEP program costs that exceed those allowed within the school funding formula for LEP programs. The exhibit is an annual request by the District for LEP modified allowable growth.

Recommendation:

It is recommended that the Board of Education approve a Request to the School Budget Review Committee, (SBRC) for \$1,790,063.95 in Modified Allowable Growth for LEP program costs that exceed those costs allowed within the school funding formula for LEP programs.

lepallowgrowth district: 1053



Iowa Department of Education



User: Roledist

District	1053	School	0000	Name	Cedar Rapids Comm School District
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LEP Allowable Cost

FYI: A more recent CAR upload has modified the LEP costs included in this application. Please review your inputs for lines 18 and 20 and update as needed.

If certified and revisions to lines 18 or 20 are needed, please contact Carla Schimelfenig by email or phone (515)242-5612.

Update

Board minutes are required. Send a copy of the board minutes to [Carla Schimelfenig](#) or provide the web address to the minutes here:

We, the district officials, certify under penalty of perjury and pursuant to the laws of the state of Iowa that the data submitted on this LEP excess costs application, for the year ended June 30, 2020, are true, correct, complete, and comply with all applicable requirements of law, rules, regulations, and instructions; that no unallowable costs were included in the request, that all costs supplement the regular curriculum and do not supplant other funding received for general purpose or this same purpose, were fully expended in the 2019-2020 school year, were expended for the purposes designated by the authorizing legislation or agency, and were accounted for separately using proper coding as defined in Iowa Uniform Financial Accounting. We further certify that no costs include in this application were included in any previous request to the SBRC.

Certify

Name	David Nicholson
Title	Executive Director, Business Services
Phone	(319)558-1237
Email	dnicholson@crschools.us

Program between 410 - 419 Account ID = 9 and Fund = 10 Object by Function		Salaries	Benefits	Purchased Professional	Equip rental/repair	Other (tuition)	Supplies	Equip	Total
		100-199	200-299	300-399	430-449	500-599	600-699	730-739	
1. Instruction	1XXX	2,598,543.85	672,766.41	20,514.41	0.00	5,927.68	69,941.12	0.00	3,367,693.47
2. Student Support Services	21XX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Staff Support Services	22XX	213,732.86	58,116.40	6,335.00	0.00	0.00	0.00	0.00	278,186.26
4. Exec Admin	23XX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Bldg Admin	24XX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Business Admin	25XX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. O & M	26XX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. Transportation	27XX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Community Services	33XX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10. Total		2,812,276.71	730,884.81	26,849.41	0.00	5,927.68	69,941.12	0.00	3,645,879.73

11. Total (Line 10)		3,645,879.73
12. Weighted funding received (from October 2018 CE x FY20 DCP) (188.76 X 6880)	1,298,668.80	
13. Other resources (expenditures above that have project >0000, excluding 1112)	347,882.02	
14. FY19 state and federal carryover	9,800.00	
15. MAG on FY20 Application form (from SBRC application form)	189,200.00	

16. Resources Available but unused	1,373.44	
Total Resources Available (Sum Lines 12 thru 16)	1,846,924.26	
17. Preliminary Maximum allowable request (Lines 11-Total Resources Available, if positive, otherwise zero)		1,798,955.47
18. Any expenditure included in the row above that is not expressly allowed by IAC (district input)		0
19. Maximum allowable request (Line 17 minus 18, if positive, otherwise zero)		1,798,955.47
20. Amount requested (may be less than maximum allowable)		1790063.95
21. FTE of LEP students in instructional LEP program on count date (from October 19 SRI/CE)	923.60	929.00
22. FTE of LEP students in instructional LEP program at end of year (from SRI Spring 20)	1,187.03	1,190.00
23. FTE of teachers exclusively assigned to LEP additional instruction outside of regular classroom instruction. Do not include coordinator or director positions (from Fall BEDS staffing)		42.56
24. FTE of aides (including interpreters) exclusively assigned to LEP additional instruction outside of regular classroom instruction (from Fall BEDS staffing)		0.00
25. Program delivery model as reported in SRI Spring 20		
Dual Language Program	0	
Sheltered Instruction	0	
English as a Second Language (ESL)	1,190	
Other Bilingual Program	0	
Newcomer Program	0	
Exited ELL During Year	0	
Total	1,190	
26. Languages represented in LEP population (SRI Spring 20)		
Amharic	3	
Arabic	18	
Basa	2	
Bengali	1	
Bantu languages	1	
Cebuano	2	
Chamorro	1	
Chinese	1	
Chuukese	4	
"Creoles and pidgins, English-based"	39	
"Creoles and pidgins, French-based"	3	
"Creoles and pidgins, Portuguese-based"	2	
English	5	
Ewe	9	
Filipino	2	
Fon	1	
French	112	
German	1	
Gujarati	4	
Haitian	35	
Hindi	4	
Hmong	2	
Karen languages	4	
Kanuri	1	
Kinyarwanda	63	
Konkani	1	
Kpelle	6	
Kru languages	1	
Lingala	5	
Marshallese	14	
Mandingo	4	
Marathi	1	

Mende	2	
Mayan languages	6	
Nepali	46	
Oromo	3	
Pohnpeian	56	
Portuguese	7	
Rundi	86	
Russian	3	
Shona	2	
Somali	11	
Spanish	274	
Swahili	312	
Tamil	4	
Telugu	3	
Tigrinya	1	
Ukrainian	2	
Urdu	2	
Vietnamese	15	
Wolof	3	
27. Student to adult ratio (FTE of students served during year / total of teachers and aides FTE) (0 / 42.56)		0.00
28. LEP costs per pupil in excess of the DCP (grand total expenditures / FTE of students served during year) (3645879.73 / 0)		0.00
29. % of LEP students from Certified Enrollment October 2019		5.48

Please contact [Carla Schimmel](mailto:Carla.Schimmel@ia.gov) by email or phone (515)242-5812 with questions regarding this form

ADMINISTRATION

BA-21-099 **Fiscal Year 2020 Financial Highlights (David Nicholson)**

Exhibit: BA-21-099.1-12

Information Item

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

1. The financial highlights of fiscal year 2019-2020 are provided in the exhibit as required by Board Regulation 703.2.
2. District revenues from all funds totaled \$318,876,854 while District expenditures from all funds totaled \$325,919,854.
3. Preliminary numbers show the General Fund Unspent Balance (spending authority) improved from \$17.10 million at the end of FY2019 to \$18 million at the end of FY2020. The General Fund, "Fund Balance" saw a decline from \$32.67 million to \$28.6 million over the same period.
4. Total long-term debt decreased from \$125,930,564 in fiscal year 2019 to \$109,229,116 at the end of fiscal year 2020. Overall debt remains well within the legal debt limitation of \$432.74 million.
5. Fund reserve trends as of June 30, 2020 are included for all other funds in the exhibit.

FISCAL YEAR 2020 HIGHLIGHTS

Board Update
September 28, 2020



FISCAL YEAR 2019-2020

All Funds



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

FY 2019-2020

All Funds Summary Breakdown

With Comparative Totals for FY 2018-2019

	All Funds			Management							
	FY2019	FY2020	% Incr/(Decr)	General Fund	Activity Fund	Fund	Sales Tax Fund	PEEL	Debt Service	School Nutrition	Other 60 Funds
REVENUES											
Local	\$112,939,252	\$112,999,658	0.05%	\$82,115,259	\$2,910,760	\$7,671,781	\$679,834	\$10,155,695	\$3,652,564	\$1,716,168	\$4,097,596
Intermediate	\$0	\$0		0	0	0	0	0	0	0	0
State	\$134,844,303	\$136,916,215	1.54%	118,641,268	0	231,860	17,582,925	288,986	95,917	75,258	0
Federal	\$18,472,601	\$19,185,048	3.86%	11,439,464	0	0	0	0	583,002	7,137,796	24,786
Other Financing Sources/Income Items	\$35,246,897	\$49,775,932	41.22%	3,510,357	0	453,810	2,510,828	174,344	41,493,766	1,010,193	622,634
TOTAL REVENUE	\$301,503,054	\$318,876,854	5.76%	\$215,706,350	\$2,910,760	\$8,357,452	\$20,773,588	\$10,619,025	\$45,825,249	\$9,939,414	\$4,745,016
EXPENDITURES											
Salaries	\$144,619,271	\$147,443,796	1.95%	\$140,464,986	\$0	\$119,625	\$0	\$0	\$0	\$3,639,768	\$3,219,417
Employee Benefits	\$38,465,757	\$41,881,825	8.88%	35,933,669	0	4,517,306	0	0	0	694,292	736,559
Purchased Services	\$34,152,040	\$36,423,335	6.65%	23,721,826	0	2,764,175	4,894,500	4,969,982	0	20,513	52,339
Supplies	\$17,680,487	\$15,748,443	(10.93%)	8,516,493	2,784,617	0	336	15,650	0	3,895,836	535,510
Property	\$5,979,837	\$6,630,305	10.88%	1,499,767	0	632	3,609,848	1,401,508	0	116,803	1,747
Other Items	\$25,173,190	\$77,792,150	209.03%	9,655,110	0	299,472	15,600,124	1,989,117	48,796,035	1,365,574	86,719
TOTAL EXPENDITURES	\$266,070,583	\$325,919,854	22.49%	\$219,791,852	\$2,784,617	\$7,701,209	\$24,104,808	\$8,376,257	\$48,796,035	\$9,732,786	\$4,632,290
SURPLUS / (DEFICIT)	\$35,432,471	(\$7,043,000)	(119.88%)	(\$4,085,502)	\$126,143	\$656,242	(\$3,331,221)	\$2,242,769	(\$2,970,785)	\$206,628	\$112,726
FUND BALANCE											
Beginning of Period				\$32,666,259	\$1,496,936	\$6,749,014	\$39,779,731	\$9,735,608	\$15,701,411	\$1,680,630	(\$949,024)
End of Period				\$28,580,757	\$1,623,079	\$7,405,256	\$36,448,510	\$11,978,377	\$12,730,625	\$1,887,258	(\$836,298)

FISCAL YEAR 2019-2020

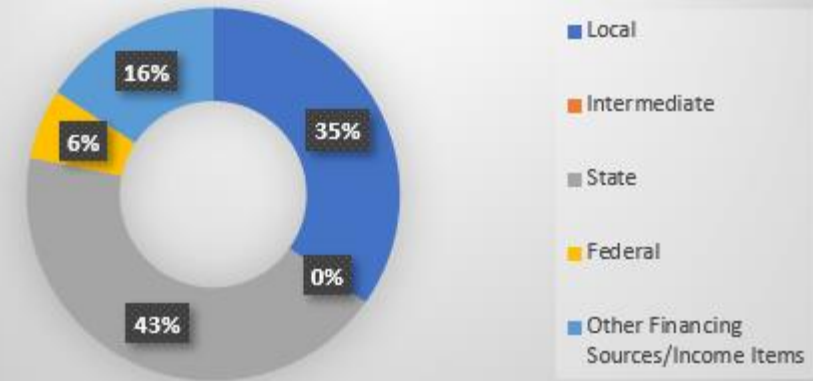
All Funds



	All Funds FY2019	All Funds FY2020	% Incr/(Decr)
REVENUES			
Local	\$112,939,252	\$112,999,658	0.05%
Intermediate	\$0	\$0	
State	\$134,844,303	\$136,916,215	1.54%
Federal	\$18,472,601	\$19,185,048	3.86%
Other Financing Sources/Income Items	\$35,246,897	\$49,775,932	41.22%
TOTAL REVENUE	\$301,503,054	\$318,876,854	5.76%
EXPENDITURES			
Salaries	\$144,619,271	\$147,443,796	1.95%
Employee Benefits	\$38,465,757	\$41,881,825	8.88%
Purchased Services	\$34,152,040	\$36,423,335	6.65%
Supplies	\$17,680,487	\$15,748,443	(10.93%)
Property	\$5,979,837	\$6,630,305	10.88%
Other Items	\$25,173,190	\$77,792,150	209.03%
TOTAL EXPENDITURES	\$266,070,583	\$325,919,854	22.49%
SURPLUS / (DEFICIT)	\$35,432,471	(\$7,043,000)	(119.88%)
FUND BALANCE			
Beginning of Period			
End of Period			

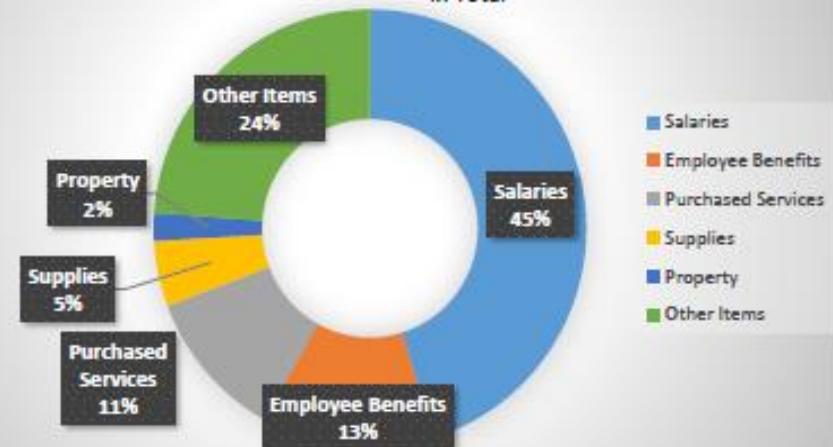
FY2020 | YTD Revenues by Source

In Total



FY 2020 | YTD Expenditures by Object

In Total



FISCAL YEAR 2019-2020

All Funds

Fund Balance Trends (in Millions)									
	General Fund	Activity Fund	Management Fund	SAVE	PPEL	Debt Service	School Nutrition Fund *	Day Care *	
FY 2020	\$ 28.6	\$ 1.6	\$ 7.4	\$ 36.5	\$ 12.0	\$ 12.7	\$ 3.9	\$ 0.8	
FY 2019	\$ 32.6	\$ 1.5	\$ 6.8	\$ 39.8	\$ 9.7	\$ 15.7	\$ 3.8	\$ 1.0	
FY 2018	\$ 33.8	\$ 1.5	\$ 6.6	\$ 7.4	\$ 7.2	\$ 14.7	\$ 3.4	\$ 1.0	
FY 2017	\$ 31.4	\$ 1.4	\$ 5.0	\$ 6.0	\$ 6.2	\$ 13.3	\$ 2.9	\$ 1.1	
FY 2016	\$ 25.6	\$ 1.3	\$ 4.2	\$ 8.2	\$ 7.5	\$ 12.6	\$ 2.9	\$ 0.8	
FY 2015	\$ 17.0	\$ 1.3	\$ 6.4	\$ 7.8	\$ 6.6	\$ 13.0	\$ 2.7	\$ 0.6	
FY 2014	\$ 7.7	\$ 1.3	\$ 4.7	\$ 9.6	\$ 6.2	\$ 13.4	\$ 2.5	\$ 0.4	
FY 2013	\$ 3.5	\$ 1.1	\$ 3.3	\$ 23.7	\$ 5.1	\$ 12.7	\$ 2.8	\$ 0.2	
FY 2012	\$ 11.1	\$ 1.0	\$ 0.7	\$ 40.9	\$ 4.6	\$ 12.0	\$ 2.5	\$ 0.4	

* Ending balances exclude impact of GASB68 required reporting of fund share of long term IPER's pension liability

FISCAL YEAR 2019-2020

All Funds

	All Funds			Management							
	FY2019	FY2020	% Incr/(Decr)	General Fund	Activity Fund	Fund	Sales Tax Fund	PPEL	Debt Service	School Nutrition	Other 60 Funds
SURPLUS / (DEFICIT)	\$35,432,471	(\$7,043,000)	(119.88%)	(\$4,085,502)	\$126,143	\$656,242	(\$3,331,221)	\$2,242,769	(\$2,970,785)	\$206,628	\$112,726

General Fund Deficit Explanation:

- Special Education deficit increased by an additional negative \$2,978,136
 FY2020 = -12,246,812
 FY2019 = -9,268,676
- English Language Learner deficit increased by an additional negative \$289,807
 FY2020 = -1,790,064
 FY2019 = -1,500,257

Sales Tax Deficit Explanation:

- Construction on New Elementary School at Coolidge site
 FY2020 = Expended \$2,346,428
 FY2019 = Issued \$25.185M Bond

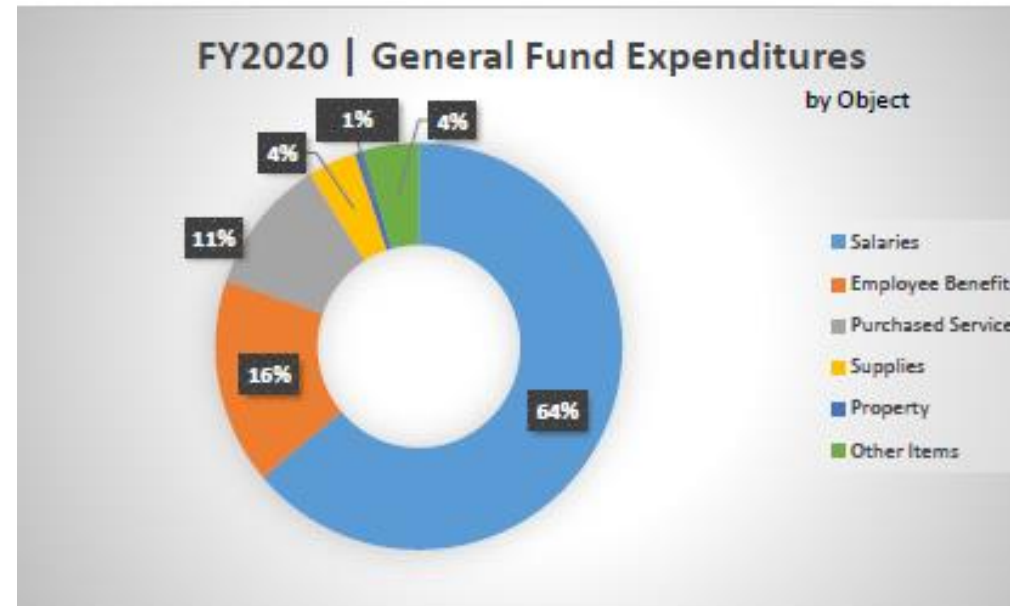
Debt Service Deficit Explanation:

- \$3M Bond Reserve for \$30M bond used to buy down the refinanced bonds to \$27.7M Bond

FISCAL YEAR 2019-2020

General Fund

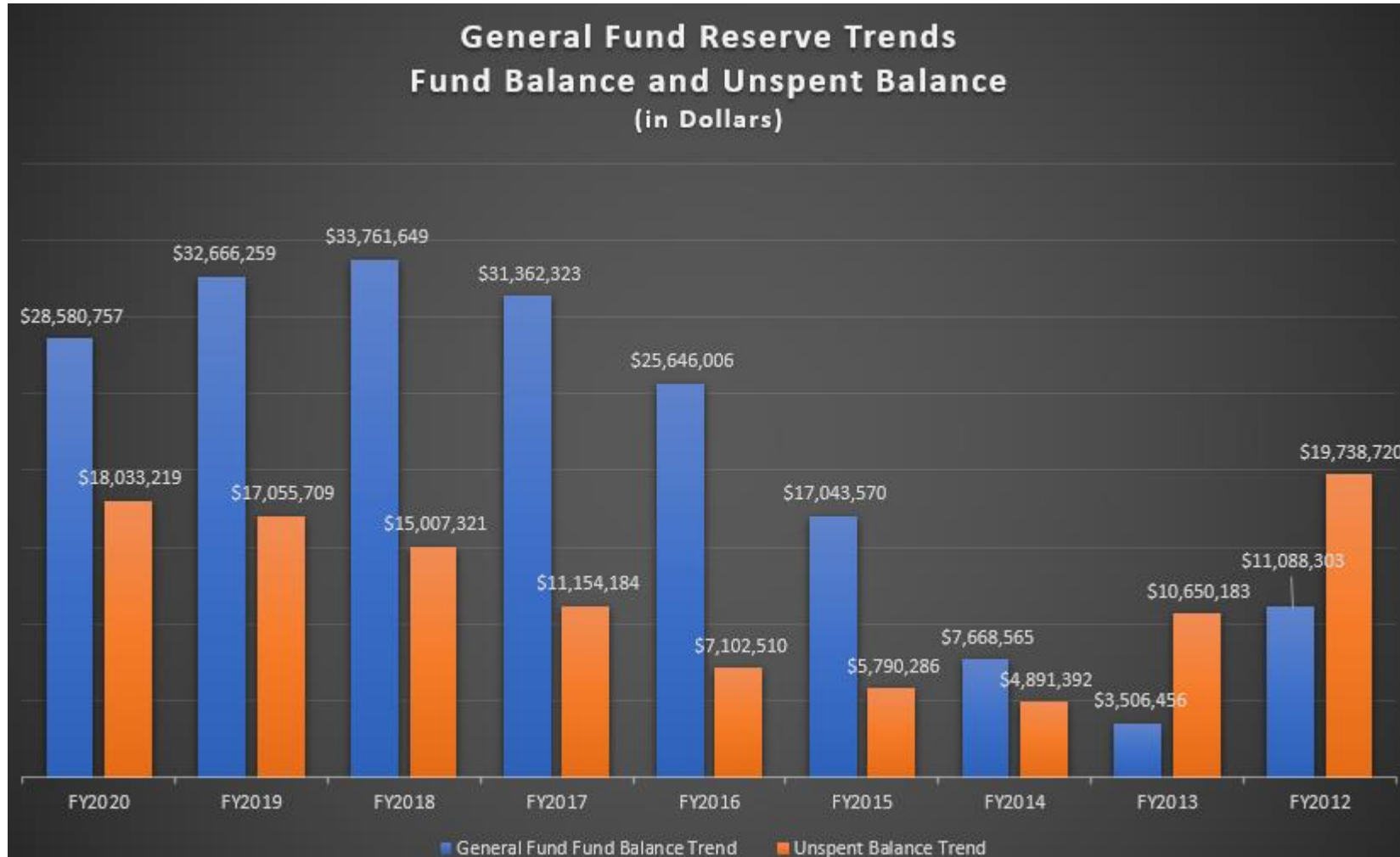
General Fund	
REVENUES	
Local	\$82,115,259
Intermediate	0
State	118,641,268
Federal	11,439,464
Other Financing Sources/Income Items	3,510,357
TOTAL REVENUE	\$215,706,350
EXPENDITURES	
Salaries	\$140,464,986
Employee Benefits	35,933,669
Purchased Services	23,721,826
Supplies	8,516,493
Property	1,499,767
Other Items	9,655,110
TOTAL EXPENDITURES	\$219,791,852
SURPLUS / (DEFICIT)	(\$4,085,502)
FUND BALANCE	
Beginning of Period	\$32,666,259
End of Period	\$28,580,757



80% of GF expense consists of employee salary and benefits

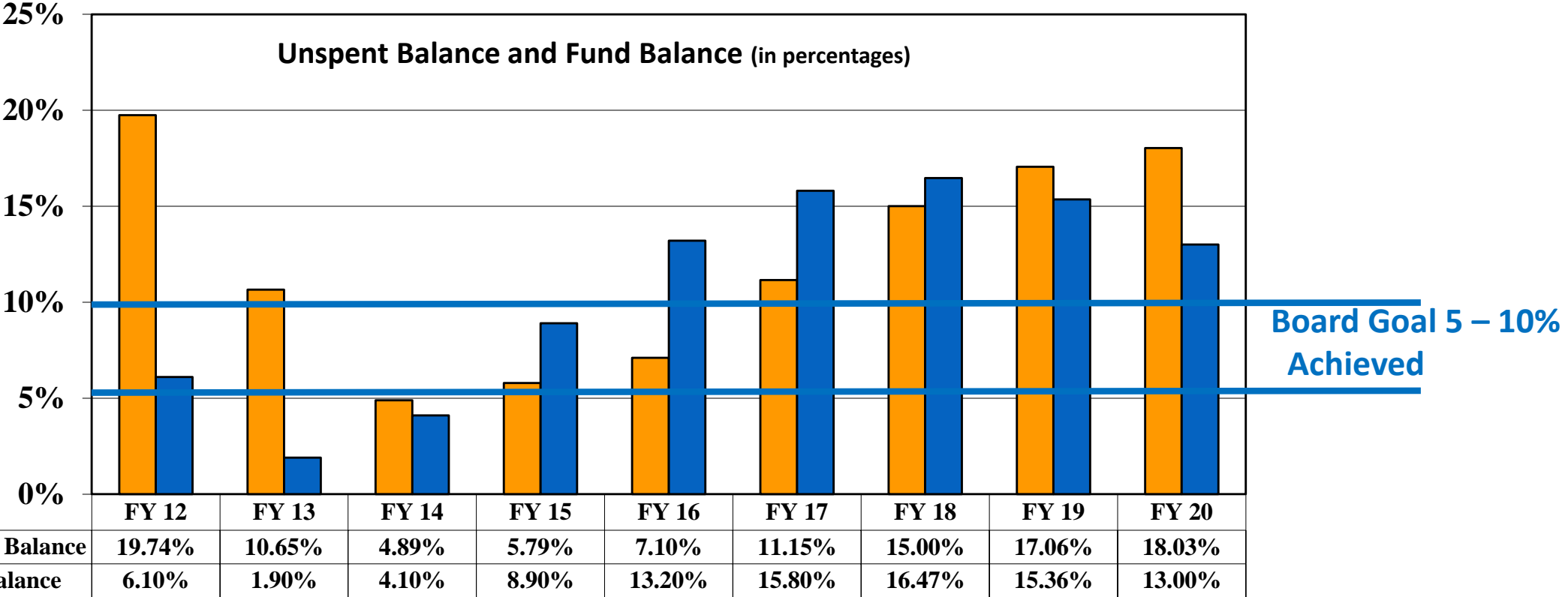
FISCAL YEAR 2019-2020

General Fund



FISCAL YEAR 2019-2020

General Fund

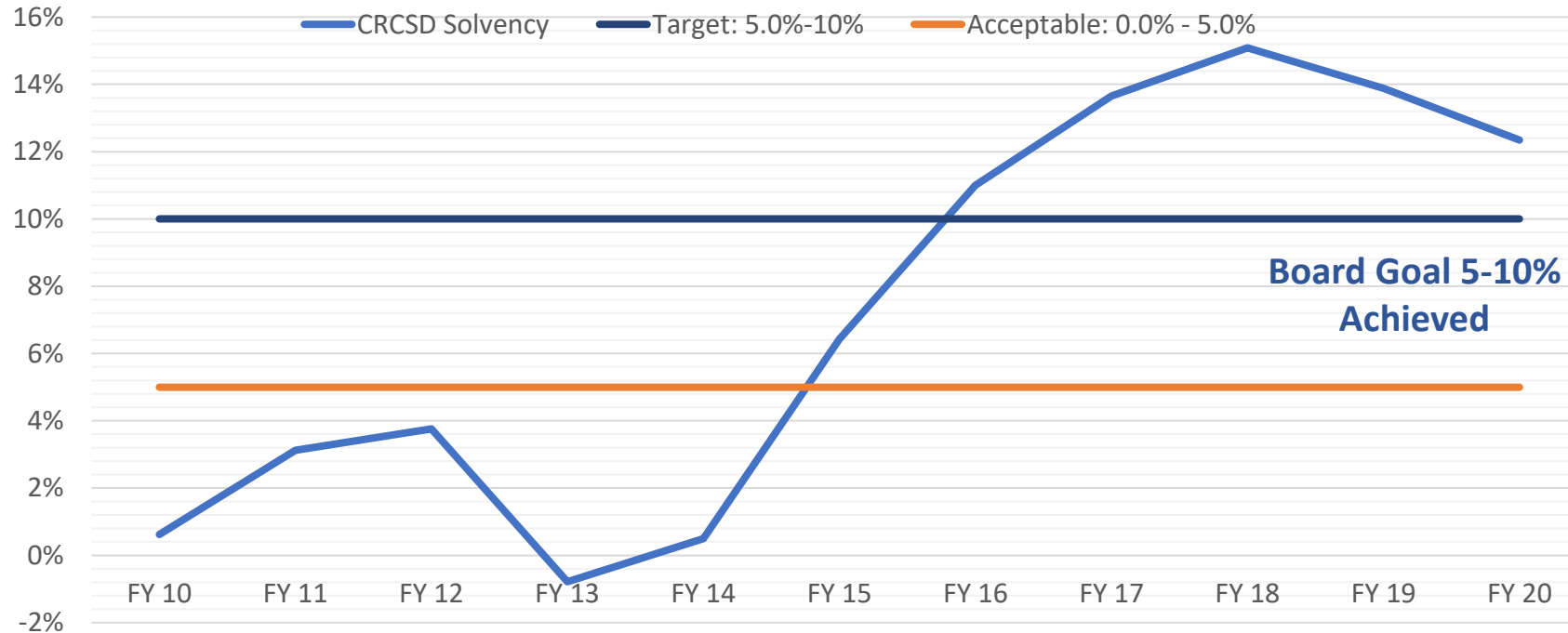


FISCAL YEAR 2019-2020

General Fund Financial Solvency Ratio



Measurement of Financial Health



FY2020 = 12.34%
FY2019 = 13.88%

**Board Goal 5-10%
Achieved**

FISCAL YEAR 2019-2020



Cedar Rapids Community School District							
Total Long Term Debt Outstanding at Year End							
	Qualified School Construction Bonds	General Obligation	SAVE	SAVE	SAVE		Total Outstanding Debt
	QSCB	Refunding Bonds	Refunding Revenue Bonds	Revenue Bonds	Refunding Revenue Bonds	Lease Purchase Agreement	
Original Issuance	\$ 11,842,641	\$ 13,935,000	\$ 56,603,000	\$ 25,185,000	\$ 27,739,000	\$ 437,763	
Issuance Date	12/1/2010	5/1/2016	6/6/2015	6/10/2019	11/14/2019	4/24/2019	
FY 2020	\$11,842,461	\$2,200,000	\$45,179,000	\$22,911,000	\$26,848,000	\$248,655	\$109,229,116
FY 2021	\$11,842,461	\$0	\$37,630,000	\$21,601,000	\$26,648,000	\$168,040	\$97,889,501
FY 2022	\$11,842,461	\$0	\$29,863,000	\$20,289,000	\$26,448,000	\$85,176	\$88,527,637
FY 2023	\$11,842,461	\$0	\$21,902,000	\$18,975,000	\$26,248,000	\$0	\$78,967,461
FY 2024	\$11,842,461	\$0	\$13,756,000	\$17,645,000	\$26,048,000	\$0	\$69,291,461
FY 2025	\$11,842,461	\$0	\$5,772,000	\$15,945,000	\$25,848,000	\$0	\$59,407,461
FY 2026	\$11,842,461	\$0	\$0	\$11,823,000	\$25,648,000	\$0	\$49,313,461
FY 2027	\$11,842,461	\$0	\$0	\$6,999,000	\$20,350,000	\$0	\$39,191,461
FY 2028	\$11,842,461	\$0	\$0	\$5,485,000	\$11,412,000	\$0	\$28,739,461
FY 2029	\$0	\$0	\$0	\$1,921,000	\$2,256,000	\$0	\$4,177,000
FY 2030	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY 2031	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Legal Debt Margin Calculation as of 6.30.20

Total Linn County Assessed Valuation		
(includes Tax Increment Financing and less military exemptions)	\$10,839,339,247	
Debt Limit Maximum	\$ 541,966,962	
5% of total assessed valuation		
CRCSD Total Outstanding Debt as of 6.30.20	(109,229,116)	
Excess Debt Limit over Debt Issued (Legal Debt Margin)	\$ 432,737,846	

FISCAL YEAR 2019-2020 District Webpage Update



- BUSINESS SERVICES →
- ACCOUNTING
- BUDGETING AND FINANCE
- ACCOUNTING AND BUDGETING →**
- BUILDINGS AND GROUNDS
- B&G - BID OPPORTUNITIES & RESULTS
- CUSTODIAL AND GROUNDS
- FISCAL ACCOUNTABILITY
- FOOD AND NUTRITION
- PURCHASING - BID OPPORTUNITIES
- PURCHASING DEPARTMENT
- SCHOOL FACILITIES USE
- TRANSPORTATION
- COMMUNITY RELATIONS
- DIGITAL LEADERSHIP & TECHNOLOGY
- HUMAN RESOURCES
- SECURITY / SAFETY CONCERNS
- STUDENT SERVICES
- VOLUNTEER SERVICES

ACCOUNTING AND BUDGETING

OUR MISSION:

To accurately reflect the District's financial position to help the community to better understand the financial story of the District as well as to provide quality, efficient financial services that promote Every Learner: Future Ready

Contact the Accounting and Budgeting Staff

Current Year Budget

CAFR Financial Reports

Fiscal Accountability Links

- Appropriate Use of Public Funds
- Book Fairs - Cash Handling Procedures
- Fiscal Management of Non-CRCSD Bank Accounts
- Purchasing Card Guidelines
- Secondary School Activity Fund Accounting Manual

Cash Management Procedures

- Cash Management Procedures Instructions
- Cash Management / Staff Training Modules:
 - Introduction
 - Basic
 - Intermediate
 - Advanced
 - Food Service

Ethical financial management is critical to the District mission.

Report District financial mismanagement at:

FINANCIAL INTEGRITY HOTLINE

It is safe, reliable and convenient, toll-free, anonymous, and always available.

Examples include theft, fraudulent accounting / financial reporting, misuse of District assets, etc.

- BUSINESS SERVICES →
- ACCOUNTING
- BUDGETING AND FINANCE
- ACCOUNTING AND BUDGETING
- BUILDINGS AND GROUNDS
- B&G - BID OPPORTUNITIES & RESULTS
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- TRANSPORTATION
- COMMUNITY RELATIONS
- DIGITAL LEADERSHIP & TECHNOLOGY

CURRENT YEAR BUDGET

(in lieu of previous year book)

Organization Summary

Budget Development Process and Considerations

Certified Budget

Financial Summary By Fund Type

- All Funds
- General Fund
- SAVE Fund
- Debt Service Fund
- Management Fund
- School Nutrition Fund
- Student Activity Fund
- Day Care Fund

Archived Line Item Budget Books

QUESTIONS?

FISCAL YEAR 2019-2020

HIGHLIGHTS

(UN-AUDITED)

ADMINISTRATION

BA-21-100 **Resolution – Schedule a Public Hearing on the issuance of not to exceed \$45,000,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, in one or more series (David Nicholson)**

Exhibit: BA-21-100.1-7

Action Item **Roll Call**

Pertinent Fact(s):

1. The District has an opportunity to refinance our 2015 SAVE Revenue Bonds. These bonds are set to be paid off by 7/01/2026. Adjusted for inflation, the net present value of savings is estimated to be \$1,858,220 in today's dollars.
2. The legislature approved HF546 which extended the SAVE penny tax until 1/01/2051. This law requires the District to hold a public hearing for all new and refinancing of existing debt. After the hearing, a petition (with signatures equal to not less than 100 or 30% of the number of voters at the last school official election) may be presented for up to, but not more than, 15 days after the hearing, calling for an election of the bonds (simple majority to pass). If the petition is presented validly, then either the bond proposition must be abandoned, or an election must be scheduled.

Recommendation:

It is recommended that the Board of Education approve the Resolution setting the date of the Public Hearing on October 12, 2020 for the Issuance of School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds not to exceed \$45,000,000.

MINUTES TO SET DATE FOR HEARING
ON THE ISSUANCE OF SCHOOL
INFRASTRUCTURE SALES, SERVICES
AND USE TAX REVENUE REFUNDING
BONDS

Cedar Rapids, Iowa

September 28, 2020

The Board of Directors of the Cedar Rapids Community School District met on the above date, at 5:30 o'clock p.m. at the _____, Cedar Rapids, Iowa.

[The Board is conducting this meeting in person and by electronic means due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.]

The meeting was called to order by the Secretary of the Board, and the roll was called showing the following Directors present and absent:

Present: _____

Absent: _____.

••• Other Business •••

The Board took up for consideration the resolution next hereinafter set out. Board Member _____ moved that the resolution be adopted, seconded by Board Member _____. The President of the Board put the question on the motion, and the roll being called, the following named Directors voted:

Ayes: _____

Nays: _____

Whereupon, the President of the Board declared the motion duly carried and the resolution duly adopted as hereinafter set out.

••• Other Business •••

At the conclusion of the meeting, and upon motion and vote, the Board adjourned.

President, Board of Directors

Attest:

Board Secretary

RESOLUTION

Resolution to fix a date for a public hearing on the issuance of school infrastructure sales, services and use tax revenue refunding bonds, in one or more series

WHEREAS, the Cedar Rapids Community School District (the “School District”), in the County of Linn (the “County”), State of Iowa, is entitled to receive proceeds of a statewide sales, services and use tax for school infrastructure (the “School Infrastructure Tax”), the revenue from which is deposited into the State Secure an Advanced Vision for Education Fund and distributed to the School District pursuant to Section 423E.4 of the Iowa Code, as amended, (the “School Infrastructure Tax Revenues”) and which taxes are and will continued to be collected as set forth therein; and

WHEREAS, the School District has adopted a revenue purpose statement setting forth the purposes for which it may use the School Infrastructure Tax Revenues, including but not limited to school infrastructure projects, and such revenue purpose statement was approved by the authorized electors of the School District on November 5, 2019; and

WHEREAS, the School District issued its School District’s outstanding School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2015 (the “Series 2015 Bonds”) on June 1, 2015, and the Series 2015 Bonds are optional for redemption on July 1, 2020 or any business date thereafter upon the terms of par plus accrued interest; and

WHEREAS, the School District proposes to issue not to exceed \$45,000,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, in one or more series (the “Bonds”), pursuant to the provisions of Chapters 423E and 423F of the Code of Iowa, for the purposes of (1) refunding the outstanding Series 2015 Bonds; (2) funding any required reserve funds; and (3) paying related costs of issuance, and it is necessary to fix a date of meeting of the Board at which it is proposed to take action to issue the Bonds and to give notice thereof as required by such law;

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

Section 1. The Board of Directors shall meet on the 12th day of October, 2020 at the Educational Leadership & Support Center, Cedar Rapids, Iowa, at 5:30 p.m., at which time and place proceedings will be instituted and action taken for the issuance of the Bonds, or such other date and time determined by the Superintendent upon proper published notice as set forth in Section 2 hereof.

Section 2. The Secretary of the Board of Directors of the School District, or his designee, is hereby directed to give notice of the proposed action for the issuance of the Bonds setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once not less than 10 nor more than 20 days before the meeting, in a legal newspaper published at least once weekly, and of general circulation in the School District. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO HOLD A PUBLIC HEARING ON THE
ISSUANCE OF SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE
TAX REVENUE REFUNDING BONDS IN A PRINCIPAL AMOUNT NOT TO
EXCEED \$45,000,000

The Board of Directors (the “Board”) of the Cedar Rapids Community School District (the “School District”), will meet on the 12th day of October, 2020, at the Educational Leadership & Support Center, Cedar Rapids, Iowa, at 5:30 p.m., for the purpose of instituting proceedings and taking action to issue not to exceed \$45,000,000 school infrastructure sales, services and use tax revenue bonds, in one or more series (the “Bonds”), for the purposes of (1) refunding the School District’s outstanding School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2015, (2) funding any required reserve funds, and (3) paying related costs of issuance.

The Bonds, when issued, will be payable from the State Secure an Advanced Vision for Education Fund revenues and will not be payable from property taxes.

At such time and place the Board shall receive oral or written objections from any resident or property owner of the School District.

At any time prior to the date of the public hearing or within fourteen days after the date of the public hearing, a petition may be filed with the School District asking that the question of issuing the Bonds be submitted to the registered voters of the School District, pursuant to the provisions of Section 423F.4 of the Iowa Code. If no such petition is filed, the Board may determine to issue the Bonds, in which case, the decision will be final unless appealed to the District Court within fourteen (14) days from the date of the hearing. If a legally sufficient petition calling for an election is filed with the School District, the School District may determine not to issue the Bonds or may submit the question at an election as provided by Iowa law.

By order of the Board and pursuant to Chapter 423F, as amended, of the Code of Iowa.

Section 3. At any time prior to the date of the public hearing or within fourteen days after the date of the public hearing, a petition may be filed with the School District asking that the question of issuing the Bonds be submitted to the registered voters of the School District, pursuant to the provisions of Iowa Code section 423F.4. If no such petition is filed, the Board may determine to issue the Bonds, in which case, the decision will be final unless appealed to the District Court within fourteen (14) days from the date of the hearing. If a legally sufficient petition calling for an election is filed with the School District, the School District may determine not to issue the Bonds or may submit the question at an election as provided by Iowa law.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 28, 2020.

President, Board of Directors

Attest:

Board Secretary

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF LINN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

SS:

I, the undersigned, Board Secretary of the Cedar Rapids Community School District, hereby certify that the above and foregoing is a true and correct copy of the minutes of a meeting of the Board of the School District, held as therein shown with respect to the issuance of School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, including a true, correct and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this _____ day of September, 2020.

Board Secretary

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA

SS:

LINN COUNTY

I, the undersigned, Secretary of the Board of the Cedar Rapids Community School District, do hereby certify that pursuant to the resolution of its Board of Directors, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which is a newspaper of general circulation in the Cedar Rapids Community School District.

WITNESS MY HAND this _____ day of _____, 2020.

Board Secretary

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

BOARD GOVERNANCE

BA-21-101 Board Norms/Goals (Nancy Humbles/Noreen Bush)

Exhibit: BA-21-101.1-5

Information Item

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

The Board will review and discuss their current norms and goals. In addition, Superintendent Bush will provide an overview of the District's work as it relates to the Strategic Plan and development of Board Goals.

Our Vision

Every Learner: Future Ready

Our Mission

To ensure all learners experience a rigorous and personalized learning experience so they have a plan, a pathway and a passion for their future.



**Cedar Rapids
Community School District**

STRATEGIC PLAN 2019-2020

PURPOSE • MEASURES • STRATEGIES

CRCSD launched a 5 year strategic plan in 2017; this is the annual update.

Focus) CULTURE

PURPOSE:

Provide a safe, supportive, collaborative culture in which diversity of every learner is valued and embraced

MEASURES:

- Intercultural Development Inventory (IDI) Continuum Data
- High Reliability Schools (HRS) Survey Data
- Every Student Succeeds Act (ESSA)--Conditions for Learning Survey Data

STRATEGIES:

- Intercultural Development Inventory (IDI) Professional Learning
- High Reliability Schools (HRS), Level 1 Implementation and School Improvement Plans (SIP)
- Communications Strategic Plan
- Family Engagement Strategic Plan
- Magnet Schools and Innovative Programs

Focus) STUDENT LEARNING

PURPOSE:

Ensure high quality instruction which fosters and inspires academic, social, and emotional learning and growth to meet the needs of every student

MEASURES:

- Iowa Statewide Assessment of Student Progress (ISASP)-- Proficiency and Growth
- Formative Assessment System for Teachers (FAST) -- Benchmark and Growth
- Graduation Rate-- both 4 year and 7 year
- Future Ready Pathway Course Enrollment Data
- Profile of a Graduate Rubric Measures

STRATEGIES:

- Academic Road Map Strategic Plan (HRS Levels 1-4)
- Profile of a Graduate Implementation Plan
- School Improvement Plans
- New Art and Science of Teaching Instructional Framework Aligned to Individual Professional Development Plans
- Digital Literacy and Technology Plan
- Magnet Schools and Innovative Programs

Focus) WORKFORCE

PURPOSE:

Engage and empower a talented and diverse workforce who supports Every Learner: Future Ready

MEASURES:

- Staff Engagement Survey
- Workforce Demographics
- Professional Growth

STRATEGIES:

- Workforce Recruitment, On-Boarding, and Succession Planning
- Employee Relations
- Benefit Programs
- HR Systems and Data

Focus) SYSTEMS and RESOURCES

PURPOSE:

Maximize operational systems and prioritize resources based on student needs while maintaining the financial health of the district

MEASURES:

- Systems Completion Milestones
- In-home Internet Access
- School Safety and Security Drills
- Audit Results

STRATEGIES:

- Technology Strategic Plan
- System Upgrade and Integration for Human Resources and Financial Technology
- Facilities Master Plan Phase I and Phase II
- Safety and Security Plan
- Transportation Strategic Plan
- Nutritious and Healthy Meals Implementation Plan

FIVE YEAR STRATEGIC PLAN SYSTEM INDICATORS:

EQUITY

By June 2022, CRCSD will reduce gaps in reading and math across all student demographic groups (ELL, IEP, race, F/R) by 20%.

STUDENT ACHIEVEMENT

By June 2022, at least 80% of students will demonstrate annual growth on ISASP and at least 80% of students will score proficient or advanced on ISASP.

GRADUATION RATE

By June 2022, CRCSD will increase graduation rate by 10%.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

BOARD OF EDUCATION

2019 – 2020 PRIORITIES

I. The Board fully supports and will continue to advocate for the values, goals and tactics in the District’s Strategic Plan, recognizing it will be re-visited at least annually by the Board in our efforts for continuous improvement so that every child is future ready. There is an expectation of periodic updates by Administration on the actions defined in the plan as well as progress on the metrics established for the current school year.

II. The Board will operate as a visionary governance team in partnership with the Superintendent.

- a. Strive to use productive practices in the Board’s operations and development, and ensure our decisions are based on data and deliberation.
- b. Continue to develop a strong relationship and partnership with the Superintendent, based on clear expectations and accountability, as outlined in Superintendent's annual performance review and current goals.

III. Continue a focus on student learning and successful outcomes so every child is future ready.

- a. Set and communicate high expectations for student learning and push for continuous improvement in strengthening instruction using best practices.
- b. Support conditions for high reliability schools and hold the system accountable to equitable and inclusive practices focused on students’ access to learning, resources, and opportunities.
- c. Work to build a collective commitment of the community and staff to achieve our student learning goals through collaboration and data.
- d. Learn together as a Board team by presentations at meetings, through our professional associations, and information shared with all of us by stakeholders.
- e. Encourage developing a system that assures diversity and inclusivity of student voices and student equity to resources, opportunities, and expectations.

IV. Foster a district culture that enables excellence and innovation.

- a. Support innovative learning practices, such as Iowa Big, magnet schools, use of technology, and partnerships with other educational institutions, businesses, non-profits, and the community.

- b. Expect a continuation of a collaborative environment with an emphasis on employee engagement designed to promote the recruitment and retention of highly qualified staff members through data-driven practices.
- c. Support structures that develop instructional leadership and collaboration.
- d. Support research-based staff professional development aligned with District goals.
- e. Foster a safe and secure environment for all students, staff, and visitors.
- f. Prioritize diversity and inclusivity to be integral aspects of hiring practices.

V. Lead through sound policy, ensuring transparent, ethical, and legal operations.

- a. A primary responsibility of the Board is to set policy for the District. We are committed to reviewing current policies and developing sound, written policies using best practice advice from the Iowa Association of School Boards, District legal counsel, and other established sources.
- b. Ensure our actions and those of the District follow state and federal laws and appropriately address legal issues when they arise.
- c. Maintain high ethical standards and ensure processes for establishing policy are open, transparent, and accountable.

VI. Sustain and enhance District resources through continuous planning and fiduciary oversight.

- a. For FY2019, the Board will strive to maintain the spending authority position reached in FY2018 with a longer-term goal moving towards the 8% - 10% position for both cash and spending authority in ensuing years.[* *the official close of the books for FY2018 won't occur until September 15th, however, preliminary figures show continued improvement in the spending authority position.*]
- b. Through reports from Superintendent and Board Treasurer, we will monitor and evaluate the financial health of the District, ensuring accountability and transparency in our decision making; work to ensure the District budget aligns with the District's 5-year Strategic Plan; and reduce risk to the District through ensuring appropriate level of risk management practices are in place to protect our resources.
- c. Ensure school facilities enhance and enrich student and staff learning.
 - i. The District's Facility Master Plan timeline will be modified to meet the delay in the passage of the SAVE extension.
 - ii. The Board will continue to communicate with legislators the importance of the passage of the SAVE extension and the impact it will have on preparing our kids to be future ready.
 - iii. The Board will ensure a sound and transparent financial plan is in place to support any Master Facilities Plan adopted by the Board.

VII. Advocate for public education and the needs of CRCSD and Iowa students.

- a. Articulate and advocate for the important role of local school governance.
- b. Develop and strengthen on-going relationships with local, state and national elected officials and policymakers around improving student achievement and the needs of public education.
- c. Work with our community to foster engagement and collaboration with all stakeholders to ensure high quality, innovative, and equitable student learning opportunities.
- d. Share District and student success stories, information about innovative practices and other items regarding visioning with community members and other stakeholders as appropriate.



SCHOOL BOARD CALENDAR

(Dates and times are tentative – please consult with the Board Secretary’s Office for more details)

2020- SEPTEMBER

Monday	Sept 28	5:30 pm	Board Work Session & Regular Meeting	Via YouTube https://www.youtube.com/EngageCRschools/
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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

Thursday	Nov 5	6:00 pm	UEN Annual Meeting	Virtual
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Monday	Nov 9	5:30 pm	Annual & Board Regular Meetings	ELSC, Board Room 2500 Edgewood Rd NW
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Tuesday	Nov 10	5:30 pm	IASB Pre-Convention Workshop	Virtual
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Tuesday	Nov 17	5:45 pm	IASB Delegate Assembly	Virtual
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Wednesday/ Thursday	Nov 18/19		IASB Annual Convention	Virtual
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Thurs/Fri	Nov 26/27		Holiday	Offices Closed
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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, September 28, 2020