

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION ANNUAL MEETING
Educational Leadership and Support Center, Board Room
Monday, November 15, 2021 @ 5:30 PM**

A G E N D A

CALL TO ORDER (President Nancy Humbles)

APPROVAL OF AGENDA (President Nancy Humbles)2

ACTION AND INFORMATION ITEMS

BOARD GOVERNANCE

BA-22-000/08 Minutes – Regular Meeting/Work Session -October 25, 2021 (Laurel Day)2

BA-22-147 Acceptance of Abstract of School Election (Laurel Day)3

ADJOURNMENT - (President Nancy Humbles)

A G E N D A
Annual Meeting
Monday, November 15, 2021

CALL TO ORDER – President Nancy Humbles

APPROVAL OF AGENDA – President Nancy Humbles

“I move that the agenda of Monday, November 15, 2021 Board of Education Annual Meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL ACTION

BOARD GOVERNANCE

BA-22-000/ 08 Minutes – Regular Meeting/Work Session on October 25, 2021 (Laurel Day)

Exhibit: <https://crschools.us/about/board-of-education/meetings-and-agendas/>

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/Work Session held on Monday, October 25, 2021.

Annual Board Meeting: Monday, November 15, 2021

BOARD GOVERNANCE

BA-22-147 **Acceptance of Abstract of School Election – November 2, 2021 (Laurel Day)**

Exhibit: BA-22-147.1-2

Action Item **Motion/2nd/Roll Call**

Pertinent Fact(s):

1. The Abstract of Election certified by the Linn County Board of Supervisors for the regular school election held November 2, 2021, will be presented.
2. The Board is asked to declare that the following candidates be elected for a term of four years each or until their successor is appointed and qualified.

Director, District Two – Nancy Humbles
Director, District Three – Jennifer Borcharding
Director at Large – Marcy Roundtree

3. The suggested motion is as follows:

“I move the Abstract of Election certified by the Linn County Board of Supervisors for the regular school election held November 2, 2021, be accepted.”

Recommendation:

It is recommended that the Board of Education approve the acceptance of the Abstract of Election certified by the Linn County Board of Supervisors for the regular school election held November 2, 2021.

ADJOURNMENT – President Nancy Humbles

Annual Board Meeting: Monday, November 15, 2021

STATE OF IOWA
ABSTRACT OF VOTES

Linn County, Iowa

We, the undersigned Members of the Board of Supervisors and ex-officio County Board of Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the 2021 Linn County City/School Election held on the 2nd day of November, 2021, as shown by the tally lists returned from the several election precincts.

Cedar Rapids Community School District: Director At Large

Linn

Kerri Davenport	Received four thousand seven hundred twelve (4712) votes
Carrie Davies	Received five thousand one hundred forty-nine (5149) votes
Bridgette Williams Robinson	Received three thousand four hundred eighty-six (3486) votes
Marcy Roundtree	Received six thousand sixty-seven (6067) votes
Candidate Total	Nineteen thousand four hundred fourteen (19414) votes
SCATTERING	One hundred fifty-nine (159) votes
TOTAL	Nineteen thousand five hundred seventy-three (19573) votes

We therefore declare:

Marcy Roundtree duly elected for the office of Cedar Rapids Community School District: Director At Large for the term of 4 years.

Cedar Rapids Community School District: Director District 2

Linn

Nancy J. Humbles	Received ten thousand seven hundred fifty-one (10751) votes
James Sampers	Received two thousand nine hundred twenty-one (2921) votes
Barclay Woerner	Received five thousand five hundred thirty-nine (5539) votes
Candidate Total	Nineteen thousand two hundred eleven (19211) votes
SCATTERING	One hundred forty-eight (148) votes
TOTAL	Nineteen thousand three hundred fifty-nine (19359) votes

We therefore declare:

Nancy J. Humbles duly elected for the office of Cedar Rapids Community School District: Director District 2 for the term of 4 years.

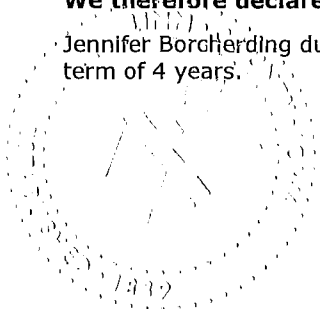
Cedar Rapids Community School District: Director District 3

Linn

Jennifer Borcharding	Received ten thousand nine hundred eleven (10911) votes
Daniel J. Doyle	Received eight thousand three hundred thirty-seven (8337) votes
Candidate Total	Nineteen thousand two hundred forty-eight (19248) votes
SCATTERING	One hundred fifty-two (152) votes
TOTAL	Nineteen thousand four hundred (19400) votes

We therefore declare:

Jennifer Borcharding duly elected for the office of Cedar Rapids Community School District: Director District 3 for the term of 4 years.



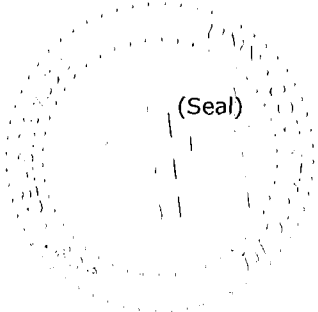
STATE OF IOWA

ABSTRACT OF VOTES

Linn County, Iowa *CR* *CRSD*

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Cedar Rapids the county seat of Linn County, this 9th day of November, 2021.



Chairperson

[Signature]

Members of the Board
of Supervisors and
ex-officio County
Board of Canvassers

James J Zumbach

Attest:

[Signature]
County Auditor and Clerk of the Board of Supervisors

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
 BOARD OF EDUCATION ORGANIZATIONAL and REGULAR MEETING
 Educational Leadership and Support Center, Board Room
 Monday, November 15, 2021 @ 5:40 PM**

A G E N D A

CALL TO ORDER (Board Secretary Laurel Day)

APPROVAL OF AGENDA (Board Secretary Laurel Day)3

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A G E N D A
Organizational and Regular Meeting
November 15, 2021

CALL TO ORDER – Board Secretary Laurel Day

APPROVAL OF AGENDA – Board Secretary Laurel Day

“I move that the agenda of Monday, November 15, 2021, Board of Education Organizational and Regular meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL ACTION

BOARD GOVERNANCE

BA-22-148 Certificates of Election to Directors - Elect and Oaths of Office (Laurel Day)

Information Item

Pertinent Fact(s):

Board Secretary, Laurel Day, will deliver the Certificates of Election and administer the Oaths of Office to the Directors-Elect.

Director, District Two – Nancy Humbles
Director, District Three – Jennifer Borcharding
Director at Large – Marcy Roundtree

OATHS OF OFFICE:

“Do you solemnly swear that you will support the Constitution of the United States and the Constitution of the State of Iowa, and that you will faithfully and impartially to the best of your ability discharge the duties of the Office of Director of the Cedar Rapids Community School District, in the County of Linn, State of Iowa, as now or hereafter required by law?”

BOARD GOVERNANCE

BA-22-149 Election of President (Laurel Day)

Action Item Roll Call or Ballot

Pertinent Fact(s):

1. The organizational meeting will be called to order for the purpose of selecting a presiding officer of the Board of Directors.
2. Per Procedure 202.1a, the Board Secretary shall call for nominations for the Office of President of the Board of Directors. Nominations do not require a second. The Board Secretary may determine "nominations closed" after sufficient time has been given for all who wish to make nominations to do so.
3. After nominations have been declared closed, the Board Secretary will call for a roll call vote, unless there is more than one Director nominated. If more than one Director is nominated for the Office of the President, ballots shall then be distributed by the Board Secretary to each Board member present. Each Board member shall complete the ballot by placing a mark in front of the name of a nominee and then signing his/her own name on the ballot. The Board Secretary shall collect the ballots and read the name of the director on each ballot and the name of the nominee marked on the ballot. If one nominee receives a majority vote of the members present, that member shall be elected President. If a majority vote for any nominee is not achieved on the first ballot, the procedure is repeated until a nominee receives a majority of votes cast.
4. The Board Secretary will administer the Oath of Office to the elected President.

Recommendation:

It is recommended that the Board of Education select a presiding officer of the Board of Directors and the Oath of Office be administered by Board Secretary Laurel Day.

BOARD GOVERNANCE

BA-22-150 Oath of Office – President of Board of Directors (Laurel Day)

Information Item

Pertinent Fact(s):

Board Secretary Day will administer the Oath of Office to the elected President:

“Do you, _____, solemnly swear that you will support the Constitution of the United States and the Constitution of the State of Iowa, and that you will faithfully and impartially to the best of your ability discharge the duties of the Office of President of the Board of Directors of the Cedar Rapids Community School District, in the County of Linn, State of Iowa, as now or hereafter required by Law?”

Respond by saying, “I will.”

BOARD GOVERNANCE

BA-22-151 Election of Vice President (Board President)

Action Item Roll Call or Ballot

Pertinent Fact(s):

1. Per Procedure, 202.1a, after the President has taken the Oath of Office, he/she will conduct the election for Vice President and shall call for nominations for the Office of Vice President of the Board of Directors. Nominations do not require a second. The President may determine "nominations closed" after sufficient time has been given for all who wish to make nominations to do so.
2. After nominations have been declared closed, the President will call for a roll call vote, unless there is more than one Director nominated. If more than one Director is nominated for the Office of the President, ballots shall then be distributed by the Board Secretary to each Board member present. Each Board member shall complete the ballot by placing a mark in front of the name of a nominee and then signing his/her own name on the ballot. The Board Secretary shall collect the ballots and read the name of the director on each ballot and the name of the nominee marked on the ballot. If one nominee receives a majority vote of the members present, that member shall be elected President. If a majority vote for any nominee is not achieved on the first ballot, the procedure is repeated until a nominee receives a majority of votes cast.
3. The Board Secretary will administer the Oath of Office to the elected Vice President.

Recommendation:

It is recommended that the Board of Education select a Vice President of the Board of Directors and the Oath of Office be administered by Board Secretary Laurel Day.

BOARD GOVERNANCE

BA-22-152 Oath of Office – Vice President of Board of Directors (Laurel Day)

Information Item

Pertinent Fact(s):

The Board Secretary will administer the Oath of Office to the elected Vice President:

“Do you, _____, solemnly swear that you will support the Constitution of the United States and the Constitution of the State of Iowa, and that you will faithfully and impartially to the best of your ability discharge the duties of the Office of Vice President of the Board of Directors of the Cedar Rapids Community School District, in the County of Linn, State of Iowa, as now or hereafter required by Law?”

Respond by saying, “I will.”

BOARD GOVERNANCE

BA-22-153 Conflict of Interest Statements (Laurel Day)

Information Item

Pertinent Fact(s):

1. Per Board Regulation 201.6, it is the responsibility of each Board member to be aware of an actual or potential conflict of interest. It is also the responsibility of each Board member to take the action necessary to eliminate such a conflict of interest. Should a conflict of interest arise, a Board member should not participate in any action relating to the issue from which the conflict arose. A Board member shall disclose and abstain from voting on any item that may be a potential conflict of interest.
2. Each Board member shall sign a "Conflict of Interest Disclosure" form at the Annual or Organizational Board Meeting and a record of said form will be noted in the School Board minutes. The disclosure form will be maintained by the Board Secretary.

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

**ADDRESS the BOARD -
COMMUNICATIONS, DELEGATIONS, AND PETITIONS** - (Board President)

CONSENT AGENDA

BA-22-006/02 Investments Report - July 2021 (David Nicholson)

Exhibit: BA-22-006/02.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of July 2021. Investments purchased during the month totaled \$523.92, and investments redeemed during the month totaled \$15,000,000.00. The current interest rate for US Bank is 0.02%, in comparison to 0.05 % at US Bank in July 2020. The interest rate for Iowa Schools Joint Investment Trust (ISJIT) for July 2021 was 0.01%, in comparison to 0.15% in July 2020.

INVESTMENTS - JULY 2021

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)	
<u>General fund</u>						
Redeem	July 15, 2021	\$	4,000,000.00	US Bank	-	4,000,000.00
Redeem	July 26, 2021	\$	3,000,000.00	US Bank	-	3,000,000.00
Redeem	July 29, 2021	\$	4,000,000.00	US Bank	-	4,000,000.00
Interest	July 31, 2021	\$	114.39	US Bank~ISJIT Jul'21 Int	114.39	-
Fund Total				<u>114.39</u>	<u>11,000,000.00</u>	
<u>Management Fund</u>						
Redeem	July 26, 2021	\$	1,000,000.00		-	1,000,000.00
Fund Total				<u>-</u>	<u>1,000,000.00</u>	
<u>Student Activity Fund</u>						
Interest	July 31, 2021	\$	6.02	US Bank	6.02	-
Fund Total				<u>6.02</u>	<u>-</u>	
<u>Food & Nutrition Fund</u>						
N/A					-	-
Fund Total				<u>-</u>	<u>-</u>	
<u>Secure an Advanced Vision for Education Fund (SAVE)</u>						
Redeem				US Bank	-	-
Redeem	July 15, 2021	\$	1,000,000.00	US Bank	-	1,000,000.00
Invest	July 31, 2021	\$	403.51	US Bank	403.51	-
Fund Total				<u>403.51</u>	<u>1,000,000.00</u>	
<u>Physical Plant & Equipment Fund (PEEL)</u>						
Redeem	July 29, 2021	\$	2,000,000.00	US Bank	-	2,000,000.00
Fund Total				<u>-</u>	<u>2,000,000.00</u>	
<u>Debt Services Fund</u>						
N/A				US Bank	-	-
Fund Total				<u>-</u>	<u>-</u>	
<u>GRAND TOTAL</u>				<u>\$ 523.92</u>	<u>\$ 15,000,000.00</u>	

CONSENT AGENDA

BA-22-006/03 Investments Report – August 2021 (David Nicholson)

Exhibit: BA-22-006/03.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of August 2021. Investments purchased during the month totaled \$428.04, and investments redeemed during the month totaled \$11,009,000.00. The current interest rate for US Bank is 0.02%, in comparison to 0.05 % at US Bank in August 2020. The interest rate for Iowa Schools Joint Investment Trust (ISJIT) for August 2021 was 0.005%, in comparison to 0.10% in August 2020.

INVESTMENTS - AUGUST 2021

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)	
<u>General fund</u>						
Redeem	August 12, 2021	\$	2,000,000.00	US Bank	-	2,000,000.00
Redeem	August 19, 2021	\$	6,000,000.00	US Bank	-	6,000,000.00
Interest	August 31, 2021	\$	55.50	US Bank~ISJIT Aug'21 Int	55.50	-
Fund Total				<u>55.50</u>	<u>8,000,000.00</u>	
<u>Management Fund</u>						
Redeem					-	-
Fund Total				<u>-</u>	<u>-</u>	
<u>Student Activity Fund</u>						
Redeem	August 19, 2021	\$	9,000.00	US Bank	-	9,000.00
Interest	August 31, 2021	\$	6.23	US Bank	6.23	-
Fund Total				<u>6.23</u>	<u>9,000.00</u>	
<u>Food & Nutrition Fund</u>						
N/A					-	-
Fund Total				<u>-</u>	<u>-</u>	
<u>Secure an Advanced Vision for Education Fund (SAVE)</u>						
Redeem	August 12, 2021	\$	1,000,000.00	US Bank	-	1,000,000.00
Redeem	August 19, 2021	\$	1,000,000.00	US Bank	-	1,000,000.00
Invest	August 31, 2021	\$	366.31	US Bank	366.31	-
Fund Total				<u>366.31</u>	<u>2,000,000.00</u>	
<u>Physical Plant & Equipment Fund (PPEL)</u>						
Redeem	August 19, 2021	\$	1,000,000.00	US Bank	-	1,000,000.00
Fund Total				<u>-</u>	<u>1,000,000.00</u>	
<u>Debt Services Fund</u>						
N/A				US Bank	-	-
Fund Total				<u>-</u>	<u>-</u>	
<u>GRAND TOTAL</u>				<u>\$ 428.04</u>	<u>\$ 11,009,000.00</u>	

CONSENT AGENDA

BA-22-006/04 Investments Report – September 2021 (David Nicholson)

Exhibit: BA-22-006/04.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of September 2021. Investments purchased during the month totaled \$427.99, and investments redeemed during the month totaled \$17,500,000.00. The current interest rate for US Bank is 0.02%, in comparison to 0.05 % at US Bank in September 2020. The interest rate for Iowa Schools Joint Investment Trust (ISJIT) for September 2021 was 0.005%, in comparison to 0.05% in September 2020.

INVESTMENTS - September 2021

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)	
<u>General fund</u>						
Redeem	September 2, 2021	\$	4,000,000.00	US Bank	-	4,000,000.00
Redeem	September 9, 2021	\$	3,000,000.00	US Bank	-	3,000,000.00
Redeem	September 16, 2021	\$	2,000,000.00	US Bank	-	2,000,000.00
Interest	September 30, 2021	\$	55.50	US Bank~ISJIT Sep'21 Int	55.50	-
				Fund Total	<u>55.50</u>	<u>9,000,000.00</u>
<u>Management Fund</u>						
Redeem	September 16, 2021	\$	2,000,000.00		-	2,000,000.00
				Fund Total	<u>-</u>	<u>2,000,000.00</u>
<u>Student Activity Fund</u>						
Interest	September 30, 2021	\$	6.18	US Bank	6.18	-
				Fund Total	<u>6.18</u>	<u>-</u>
<u>Food & Nutrition Fund</u>						
N/A					-	-
				Fund Total	<u>-</u>	<u>-</u>
<u>Secure an Advanced Vision for Education Fund (SAVE)</u>						
Redeem	September 9, 2021	\$	5,000,000.00	US Bank	-	5,000,000.00
Invest	September 30, 2021	\$	26.48	US Bank	26.48	-
Invest	September 30, 2021	\$	339.83	US Bank	339.83	-
				Fund Total	<u>366.31</u>	<u>5,000,000.00</u>
<u>Physical Plant & Equipment Fund (PEEL)</u>						
Redeem	September 30, 2021	\$	1,500,000.00	US Bank	-	1,500,000.00
				Fund Total	<u>-</u>	<u>1,500,000.00</u>
<u>Debt Services Fund</u>						
N/A				US Bank	-	-
				Fund Total	<u>-</u>	<u>-</u>
<u>GRAND TOTAL</u>					<u>\$ 427.99</u>	<u>\$ 17,500,000.00</u>

CONSENT AGENDA

BA-22-008/07 Open Enrollment - Denial 2021-2022 School Year (John Rice)

Exhibit: BA-22-008/07.1

Action Item

Pertinent Fact(s):

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

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

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

Recommendation:

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

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

ENTER Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
B. Hansen	M. Wilson	11	College Community School District	Cedar Rapids Community School District

Reason: Appropriate special education program is not available

TOTALS: 1 College CSD

CONSENT AGENDA

BA-22-009/08 Personnel Report (Linda Noggle)

Exhibit: BA-22-009/08.1-6

Action Item Roll Call

Recommendation:

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

BA-22-009/08 Personnel Report (Linda Noggle)

APPOINTMENTS - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Behounek, Molly	\$50,450 (prorated)	School Nurse (0.8 FTE) ELSC	11/15/21
Buck, Makayla	\$1,901.00	MN Basketball Asst (Temp Contract) Roosevelt	21-22 School Year
Christianson, Emily	\$45,592.00	Special Ed Interventionist Harding	11/8/2021
Garbutt, Hope	\$55,050.00	Title I Garfield	11/29/2021
Holerud, Mark	\$1,901.00	MN Basketball Asst (Temp Contract) Roosevelt	21-22 School Year
Swartzendruber, Trisha	\$2,633.00	Show Choir Tech (Temp Contract) Taft	21-22 School Year
Thorson, Travis	\$1,901.00	MN Basketball Asst (Temp Contract) Franklin	21-22 School Year

CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Shook, Laura	\$45,082.00	Engagement Specialist McKinley	11/1/2021
Thompson, Adam	\$46,000.00	Exploratory Wilson	10/27/2021
Weems, Kaylee	\$45,592.00	Special Ed Interventionist Washington	11/1/2021

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Bales, Shelly	Personal	Systems Operation Sup ELSC	11/05/2021

Bryant, Cora	Personal	Paraprofessional Polk	11/11/2021
Evans, Steven	Personal	WM Soccer Head Jefferson	10/27/2021
Konchar, Lauren	Personal	Special Ed Interventionist Polk	11/26/2021
Mosbeck, Dania	Personal	Severe Disabilities Jefferson	11/2/2021
Reedich, Renee	Personal	Volleyball Asst Washington	10/25/2021
Stewart, Emma	Personal	ELL Hoover	12/2/2021
Stull, Ashley	Personal	Special Ed Interventionist Jefferson	11/3/2021
Tecklenburg, Patrick	Personal	Social Studies Roosevelt	10/21/2021

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Anderegg, Maleaha	\$12.28	Paraprofessional Washington	11/15/2021
Anderson-Lightfoot, Ian	\$16.91	Custodian II Floater ELSC	11/8/2021
Bauck, Valerie	\$12.32	Food Service Asst Taylor	11/1/2021
Chapman, Amber	\$13.64	Paraprofessional Arthur	11/8/2021
Davisson, Sarah	\$14.22	Paraprofessional Pierce	11/15/2021
Devotte, Umugwaneza	\$14.14	Cashier Johnson	11/8/2021
Elias, Anike	\$12.28	Paraprofessional Hoover	11/15/2021

Emery, Noreen	\$12.32	Food Service Asst Truman	11/15/2021
Feaker, Donny	\$26.31	Painter ELSC	11/8/2021
Geesey, Jean	\$16.91	Custodian II Floater ELSC	12/6/2021
Herrera, Jennifer	\$20.53	Confidential Secretary ELSC	12/6/2021
Hills, Jonathan	\$14.31	Bus Attendant ELSC	11/1/2021
Kleeberger, Katherine	\$14.22	Paraprofessional Arthur	10/25/2021
LaMar, Logan	\$12.28	Paraprofessional Polk	10/25/2021
Patrick, Brooklyne	\$18.88	Bus Driver ELSC	11/15/2021
Perkins, Chelsea	\$16.91	Custodian II Floater ELSC	11/8/2021
Ponce, Haydeth	\$16.91	Custodian II Floater ELSC	11/1/2021
Poock, Makayla	\$12.28	Paraprofessional West Willow	11/1/2021
Waddilove, Nanette	\$14.68	Paraprofessional Truman	10/25/2021

CHANGE OF GRADE / POSITION - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Buckley, Dominique	\$12.28	Paraprofessional McKinley	11/1/2021
Feldmann, McKenna	\$19.30	Behavior Technician Kenwood	11/1/2021

Harper, Celeste	\$14.86	Attendance Secretary Harding	11/1/2021
Snyder, Tarayssa	\$15.11	Elem Asst Mgr Metro	10/25/2021
Williams, Nancy	\$15.66	Elem Asst Mgr Grant	10/25/2021

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Alassaf, Muhammad	Personal	Bus Attendant ELSC	10/27/2021
Christodoulou, Regina	Personal	Paraprofessional West Willow	09/10/2021
De Leon-Molina, Marco	Personal	Transportation Driver ELSC	10/22/2021
Dickson, Sylvia	Personal	Food Service Asst / Crossing Guard Jefferson	10/29/2021
Dunklin, Cathy	Personal	Paraprofessional Roosevelt	10/26/2021
Freeman, Michelle	Personal	Paraprofessional McKinley	11/12/2021
Hagen, Joy	Personal	Paraprofessional Van Buren	10/25/2021
Havlik, Jamie	Personal	Paraprofessional Arthur	10/25/2021
Julson, Angela	Personal	Child Care Professional Wright	10/27/2021
Knoll, Amanda	Personal	Health Secretary Harrison	11/05/2021
Loffer, Leslee	Personal	Behavior Tech Kenwood	11/05/2021
Minani, Damacine	Personal	Transportation Driver ELSC	11/01/2021

Patterson, Kaylee	Personal	Paraprofessional Hoover	11/05/2021
Pyle, Lakyn	Personal	Paraprofessional Arthur	08/16/2021
Sero, Robert	Personal	Paraprofessional Franklin	10/15/2021
Simmen, Jennifer	Personal	Paraprofessional Erskine	11/22/2021

RETIREMENTS - HOURLY STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Gardner, Charles		Sr. Auto Mechanic ELSC	12/31/2021

DEATH - HOURLY STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Parrott, Tracee		Paraprofessional Taft	10/22/2021

CONSENT AGENDA

BA-22-011/04 Policy Manual – Review & Revisions – Policy 511 “ Voluntary Retirement Incentive Program – All Staff” and Regulation 511.1 “All Staff – Voluntary Retirement Incentive Program” (Noreen Bush/Laurel Day)

Exhibit: BA-22-011/04.1-39

Information Item

Pertinent Fact(s):

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

Policy Manual #	Title	Action
511	Voluntary Retirement Incentive Program – All Staff	Revised
511.1	All Staff – Voluntary Retirement Incentive Program	Revised

VOLUNTARY RETIREMENT INCENTIVE PROGRAM ALL STAFF

SECTION A: Program for 2020-2021 School Year

PURPOSE

In the Cedar Rapids Community School District, a Voluntary Retirement Incentive Program serves to assist qualified long-term employees transitioning from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year's needs and the financial climate of the District.

ELIGIBILITY

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2021. The 2019-20 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board's intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for eligible staff who retire between July 1, 2020 and June 30, 2021, and the nature and scope of such program, prior to December 15, 2020. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive any requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver. The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits. The District's Voluntary Retirement Incentive Program is available to eligible members of the District staff as hereinafter set forth under the SCHEDULE OF BENEFITS BY WORKGROUP section.

To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2021, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years in a full-time or part-time capacity in the same workgroup from which they are retiring. (For employees hired on or before June 30, 2019, if District service in the same workgroup from which they are retiring was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service. For employees hired on or after July 1, 2019, the pro-rated benefit is not offered.)

A fiscal year of July 1 through June 30 will be used to calculate years of service. A year of service shall be recognized so long as the employee has worked at least 50% of the contract days per their workgroup calendar in a given fiscal year. Only continuous years of service in the same workgroup shall be counted for purposes of determining a benefit under this policy; years of service prior to a break in service are not eligible for calculating a benefit under this program. An employee will not be given credit for years of service for the year(s) in which he/she is on full-time extended unpaid leave of absence. If an employee has 19 years of service, the total of unused sick leave and expired sick leave benefit days (totaling 190 days or more) may be used to count as a year of service for a total of 20 years in calculating a benefit under this program. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) This offer for retirement benefits is only effective for those filing an Intent to Retire with Human Resources after June 30, 2020 and by February 1, 2021 and retiring by June 30, 2021. Those retiring after June 30, 2021 will be subject to the retirement program, if any, offered for those retiring in fiscal 2022 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

If an employee has received a benefit under the Voluntary Retirement Incentive Program (monetary incentive, insurance and/or wellness benefit), they shall not be eligible to receive any further benefits under the program upon re-employment by the District even though they may meet age and service guidelines under future programs.

APPLICATION

The Intent to Retire form must be submitted to Human Resources not later than February 1, 2021. If the request is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee's contract will be terminated as of the Board approved retirement date.

INSURANCE

Per state of Iowa code 509, employees who retire from the District while participating in the District's group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. In order to be considered retired, the employee must be at least age 55 and have at least 5 years of service at the time of retirement. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2021, a state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in this section) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular staff excluding dental coverage.

Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 10th day of the month in the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the covered retiree and, if covered, the spouse or partner and/or dependent(s). It is each retiree's duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer's health insurance program. Failure to adhere to this duty and obligation may result in a) cancellation of the insurance, b) loss of coverage, and, c) requiring the retiree to reimburse the District for the insurance contributions.

If a retiree has been a primary participant (not as a dependent) in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree may be eligible* to receive the District's contribution toward the District's group health insurance plan to the earliest of 1) one hundred twenty (120) months immediately following retirement, 2) through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage due to age or disability, 3) until the retiree accepts employment that offers health coverage whether or not the coverage is elected, or 4) or until the retiree dies. The retiree may use the District health insurance contribution towards the cost for his/her health insurance coverage and that of his/her eligible spouse/partner and/or dependent(s) if they too have been covered by the District health insurance program for the entire four (4) years prior to the employee's retirement. The District contribution towards the employee's group health insurance shall be pro-rated based upon an average of his/her last five (5) full year's Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year in which they are on a partial time extended unpaid leave of absence. If hired prior to 7/1/2019, the contribution is prorated to the number of years worked if less than 20 years of service; if hired on or after 7/1/2019, employee must have 20 years of service to be eligible for a District contribution.

(*Refer to the SCHEDULE OF BENEFITS BY WORKGROUP" section to determine eligibility for a District health insurance contribution.)

If the retiree dies prior to the end of the one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree's covered spouse/partner and/or dependent(s) may, per Iowa code 509, continue to participate in the District's group health insurance program at his/her own expense until the spouse/partner and/or dependent(s) becomes eligible for Medicare or Medicaid. If the retiree was receiving a District contribution toward his/her spouse/partner and/or dependent health insurance program at the time of death, the District shall, for up to the earliest of a) sixty (60) months, or b) eligibility for Medicare coverage either due to age or disability, continue to pay toward the cost of the group health insurance coverage on behalf of the employee's spouse/partner and/or dependent(s) the same dollar contribution as was afforded the retiree.

SCHEDULE OF BENEFITS BY WORKGROUP

TEACHERS/NURSES (TABLE A OR AN)

Retirement Incentive Payment

An amount representing fifty five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per the workgroup calendar.

In applying these provisions, a teacher/nurse's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the teacher/nurse will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District sponsored and District selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Teachers/Nurses who are age (54) and who will turn age fifty five (55) after July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2019-20 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 school year, as of the date he/she turns fifty five (55).

District Contribution Towards Retiree Medical

Teacher/Nurses are not eligible for a District contribution toward the cost of Retiree medical coverage as the District contributes to a Post Employment Health Savings Plan (PEHSP) on their behalf instead.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2003, teacher/nurses shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal illness days used per fiscal year	Days earned; prorated if FTE is less than 1
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

SALARY EMPLOYEES—NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE B)

Retirement Incentive Payment

Hired prior to July 1, 2006—an amount representing one hundred and ninety five (195) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008—an amount representing one hundred and fifty (150) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008—an amount representing fifty five percent (55%) of salary using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District sponsored and District selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

Hired prior to July 1, 2006—the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006—the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2005.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/Family Illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE D)

Retirement Incentive Payment

An amount representing fifty five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Table D employees who are age (54) and who will turn age fifty five (55) after July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the 2019-20 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 school year, as of the date he/she turns fifty five (55).

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Employee shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

CHILD CARE ASSISTANTS (TABLE E)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

HOURLY EMPLOYEES — NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE F)

Retirement Incentive Payment

An amount representing fifty five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

HOURLY EMPLOYEES — NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE H)

Retirement Incentive Payment

Hired prior to July 1, 2006—an amount representing one hundred and ninety five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008—an amount representing one hundred and fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008—an amount representing fifty five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District sponsored and District selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

SECRETARIES (12 MONTH & <12 MONTH) — (TABLE J)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/family illness days used per fiscal year	Days Earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11	0

FOOD & NUTRITION (TABLE K)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

CUSTODIANS/MAINTENANCE/PRINTING (TABLE L OR LN)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

Hired prior to March 1, 2006 – the District shall, during the continuation of this benefit, pay up to the dollar amount contributed per month to the retiree in his/her last full year of employment with the District.

Hired on or after March 1, 2006 – the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

CARPENTERS (TABLE M)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

PAINTERS (TABLE N)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

TEACHER ASSOCIATES (TABLE O)

Retirement Incentive Payment

The incentive payment shall be 15% of the employee's unused sick leave. This benefit is paid in one lump sum payment to the retiree through the payroll department after their last regular paycheck has been paid.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2015-16. Beginning as of July 1, 2016, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2015-16 only and any personal illness leave unused prior to the start of the program in 2015-16 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/family illness days used per fiscal year	Days earned; prorated if FTE is less than 1
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

HEARING INTERPRETERS (TABLE Q)

Retirement Incentive Payment

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District sponsored and District selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

DAYCARE DIRECTORS (TABLE R)

Retirement Incentive Payment

An amount representing fifty five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2018-19. Beginning July 1, 2019, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2018-19 only and any personal illness leave unused prior to the start of the program in 2018-19 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/Family Illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

IT TECHNICIANS (TABLE S)

Retirement Incentive Payment

An amount representing fifty five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District sponsored and District

~~selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.~~

~~District Contribution Towards Retiree Medical~~

~~The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.~~

~~Wellness Payment~~

~~Does not apply.~~

TRANSPORTATION (TABLE Y)

~~Retirement Incentive Payment~~

~~Does not apply.~~

~~District Contribution Towards Retiree Medical~~

~~The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.~~

~~Wellness Payment~~

~~Does not apply.~~

ADMINISTRATORS (TABLE Z OR ZN)

~~Retirement Incentive Payment~~

~~Hired prior to July 1, 2000—an amount representing two hundred sixty (260) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.~~

~~Hired on or after July 1, 2000 through June 30, 2006—an amount representing one hundred ninety five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.~~

~~Hired on or after July 1, 2006 through June 30, 2007—an amount representing one hundred fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.~~

~~Hired on or after July 1, 2007—an amount representing fifty five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.~~

~~In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District sponsored and District selected 401(a) or 403(b) tax sheltered vehicle in four (4) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.~~

Administrators with 20 or more years of service in the Administrator workgroup, will receive a full, non-prorated incentive benefit as outlined earlier in this section. Administrators with less than 20 years of continuous District service who are eligible for a prorated Administrator incentive and who also worked as a Teacher in the District (without a break in service) prior to becoming a District Administrator will receive a secondary prorated incentive payment. The secondary payment will be pro-rated to their years of service in the Teacher workgroup but not to exceed 20 years total between the Administrator and Teaching positions. The secondary incentive payment represents fifty five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District (in which 50% or more of the scheduled contract days were worked per their workgroup calendar). In applying this provision, the Administrator prorated incentive will be calculated first and the Teacher incentive will be calculated as a secondary prorated benefit; the combined years of service between the Administrator position and the Teacher position will not exceed 20 years. For example, if the employee has 15 years of service as an Administrator and 10 years of service as a Teacher, the Administrator incentive will be calculated as 15/20ths and the secondary Teacher incentive payment will be calculated as 5/20ths for a combined prorated incentive payment based on not more than 20 years total.

Administrators who are age (54) and who will turn age fifty five (55) after July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2019-20 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 school year, as of the date he/she turns fifty five (55).

District Contribution Towards Retiree Medical

Hired prior to July 1, 2006—the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006—the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Retiree Life Insurance

Administrators shall receive, at the District's expense, one hundred thousand dollars (\$100,000) term life and accidental death and dismemberment insurance coverage until the earliest of: 1) thirty six (36) months, 2) until the Administrator becomes ineligible for term life insurance coverage per the provider's policy and/or accidental death and dismemberment coverage per the provider's policy, 3) attainment of age 65, or 4) until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2004, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2004.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/Family Illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

SECTION B A: Program for 2021-2022 School Year

PURPOSE

In the Cedar Rapids Community School District, a Voluntary Retirement Incentive Program serves to assist qualified long-term employees transitioning from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year's needs and the financial climate of the District.

ELIGIBILITY

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2022. The 2020-21 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board's intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for eligible staff who retire between July 1, 2021 and June 30, 2022, and the nature and scope of such program, prior to December 15, 2021. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver. The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits. The District's Voluntary Retirement Incentive Program is available to eligible members of the District staff as hereinafter set forth under the SCHEDULE OF BENEFITS BY WORKGROUP section.

To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2022, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years in a full-time or part-time capacity in the same workgroup from which they are retiring. (For employees hired on or before June 30, 2019, if District service in the same workgroup from which they are retiring was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service. For employees hired on or after July 1, 2019, the pro-rated benefit is not offered.

A fiscal year of July 1 through June 30 will be used to calculate years of service. A year of service shall be recognized so long as the employee has worked at least 50% of the contract days per their workgroup calendar in a given fiscal year. Only continuous years of service in the same workgroup shall be counted for purposes of determining a benefit under this policy; years of service prior to a break in service are not eligible for calculating a benefit under this program. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. If an employee has 19 years of service, the total of unused sick leave and expired sick leave benefit days (totaling 190 days or more) may be used to count as a year of service for a total of 20 years in calculating a benefit under this program. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) This offer for retirement benefits is only effective for those filing an Intent to Retire with Human Resources after June 30, 2021 and by February 1, 2022 and retiring by June 30, 2022. Those retiring after June 30, 2022 will be subject to the retirement program, if any, offered for those retiring in fiscal 2023 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

If an employee has received a benefit under the Voluntary Retirement Incentive Program (monetary incentive, insurance and/or wellness benefit), they shall not be eligible to receive any further benefits under the program upon re-employment by the District even though they may meet age and service guidelines under future programs.

APPLICATION

The Intent to Retire form must be submitted to Human Resources not later than February 1, 2022. If the request is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee's contract will be terminated as of the Board approved retirement date.

INSURANCE

Per state of Iowa code 509, employees who retire from the District while participating in the District's group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. In order to be considered retired, the employee must be at least age 55 and have at least 5 years of service at the time of retirement. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2022, a state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in this section) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular staff excluding dental *and vision* coverage.

Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 10th day of the month in the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the covered retiree and, if covered, the spouse or partner and/or dependent(s). It is each retiree's duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer's health insurance program. Failure to adhere to this duty and obligation may result in a) cancellation of the insurance, b) loss of coverage, and, c) requiring the retiree to reimburse the District for the insurance contributions.

If a retiree has been a primary participant (not as a dependent) in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree may be eligible* to receive the District's contribution toward the District's group health insurance plan to the earliest of 1) one hundred twenty (120) months immediately following retirement, 2) through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage due to age or disability, 3) until the retiree accepts employment that offers health coverage whether or not the coverage is elected, or 4) or until the retiree dies. The retiree may use the District health insurance contribution towards the cost for his/her health insurance coverage and that of his/her eligible spouse/partner and/or dependent(s) if they too have been covered by the District health insurance program for the entire four (4) years prior to the employee's retirement. The District contribution towards the employee's group health insurance shall be pro-rated based upon an average of his/her last five (5) full year's Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year in which they are on a partial-time extended unpaid leave of absence. If hired prior to 7/1/2019, the contribution is prorated to the number of years worked if less than 20 years of service; if hired on or after 7/1/2019, employee must have 20 years of service to be eligible for a District contribution.

(*Refer to the SCHEDULE OF BENEFITS BY WORKGROUP" section to determine eligibility for a District health insurance contribution.)

If the retiree dies prior to the end of the one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree's covered spouse/partner and/or dependent(s) may, per Iowa code 509, continue to participate in the District's group health insurance program at his/her own expense until the spouse/partner and or dependent(s) becomes eligible for Medicare or Medicaid. If the retiree was receiving a District contribution toward his/her spouse/partner and/or dependent health insurance program at the time of death, the District shall, for up to the earliest of a) sixty (60) months, or b) eligibility for Medicare coverage either due to age or disability, continue to pay toward the cost of the group health insurance coverage on behalf of the employee's spouse/partner and/ or dependent(s) the same dollar contribution as was afforded the retiree.

SCHEDULE OF BENEFITS BY WORKGROUP

TEACHERS/NURSES (TABLE A OR AN)

Retirement Incentive Payment

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per the workgroup calendar.

In applying these provisions, a teacher/nurse's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the teacher/nurse will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Teachers/Nurses who are age (54) and who will turn age fifty-five (55) after July 1, 2021 and on or before December 31, 2021 may request an unpaid, extended leave of absence for the portion of the 2021-2022 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2020-21. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2020-2021 school year, or, if taking an extended, unpaid leave of absence to start the 2021-2022 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

Teacher/Nurses are not eligible for a District contribution toward the cost of Retiree medical coverage as the District contributes to a Post-Employment Health Savings Plan (PEHSP) on their behalf instead.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2003, teacher/nurses shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal illness days used per fiscal year	Days earned; prorated if FTE is less than 1
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE B)

Retirement Incentive Payment

Hired prior to July 1, 2006 – an amount representing one hundred and ninety-five (195) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008 - an amount representing one hundred and fifty (150) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008 - an amount representing fifty-five percent (55%) of salary using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

Hired prior to July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2005.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/Family Illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE D)

Retirement Incentive Payment

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Table D employees who are age (54) and who will turn age fifty-five (55) after July 1, 2021 and on or before December 31, 2021 may request an unpaid, extended leave of absence for the portion of the 2021-2022 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2020-21. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the 2020-21 school year, or, if taking an extended, unpaid leave of absence to start the 2021-2022 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Employee shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

CHILD CARE ASSISTANTS (TABLE E)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

HOURLY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE F)

Retirement Incentive Payment

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

HOURLY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE H)

Retirement Incentive Payment

Hired prior to July 1, 2006 – an amount representing one hundred and ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008 - an amount representing one hundred and fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008 - an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

SECRETARIES (12 MONTH & <12 MONTH) – (TABLE J)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/family illness days used per fiscal year	Days Earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11	0

FOOD & NUTRITION (TABLE K)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

CUSTODIANS/MAINTENANCE/PRINTING (TABLE L OR LN)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

Hired prior to March 1, 2006 - the District shall, during the continuation of this benefit, pay up to the dollar amount contributed per month to the retiree in his/her last full year of employment with the District.

Hired on or after March 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

CARPENTERS (TABLE M)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

PAINTERS (TABLE N)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

TEACHER ASSOCIATES (TABLE O)

Retirement Incentive Payment

The incentive payment shall be 15% of the employee’s unused sick leave. This benefit is paid in one lump sum payment to the retiree through the payroll department after their last regular paycheck has been paid.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2015-16. Beginning as of July 1, 2016, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2015-16 only and any personal illness leave unused prior to the start of the program in 2015-16 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/family illness days used per fiscal year	Days earned; prorated if FTE is less than 1
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

HEARING INTERPRETERS (TABLE Q)

Retirement Incentive Payment

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

DAYCARE DIRECTORS (TABLE R)

Retirement Incentive Payment

An amount representing fifty-five percent (55%) of current salary using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2018-19. Beginning July 1, 2019, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2018-19 only and any personal illness leave unused prior to the start of the program in 2018-19 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/Family Illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

IT TECHNICIANS (TABLE S)

Retirement Incentive Payment

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District

selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

TRANSPORTATION (TABLE Y)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

ADMINISTRATORS (TABLE Z OR ZN)

Retirement Incentive Payment

Hired prior to July 1, 2000 – an amount representing two hundred sixty (260) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2000 through June 30, 2006 - an amount representing one hundred ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2007 - an amount representing one hundred fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2007 - an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in four (4) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Administrators with 20 or more years of service in the Administrator workgroup, will receive a full, non-prorated incentive benefit as outlined earlier in this section. Administrators with less than 20 years of continuous District service who are eligible for a prorated Administrator incentive and who also worked as a Teacher in the District (without a break in service) prior to becoming a District Administrator will receive a secondary prorated incentive payment. The secondary payment will be pro-rated to their years of service in the Teacher workgroup but not to exceed 20 years total between the Administrator and Teaching positions. The secondary incentive payment represents fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District (in which 50% or more of the scheduled contract days were worked per their workgroup calendar). In applying this provision, the Administrator prorated incentive will be calculated first and the Teacher incentive will be calculated as a secondary prorated benefit; the combined years of service between the Administrator position and the Teacher position will not exceed 20 years. For example, if the employee has 15 years of service as an Administrator and 10 years of service as a Teacher, the Administrator incentive will be calculated as 15/20ths and the secondary Teacher incentive payment will be calculated as 5/20ths for a combined prorated incentive payment based on not more than 20 years total.

Administrators who are age (54) and who will turn age fifty-five (55) after July 1, 2021 and on or before December 31, 2021 may request an unpaid, extended leave of absence for the portion of the 2021-2022 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2020-21. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2020-21 school year, or, if taking an extended, unpaid leave of absence to start the 2021-2022 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

Hired prior to July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Retiree Life Insurance

Administrators shall receive, at the District's expense, one hundred thousand dollars (\$100,000) term life and accidental death and dismemberment insurance coverage until the earliest of: 1) thirty-six (36) months, 2) until the Administrator becomes ineligible for term life insurance coverage per the provider's policy and/or accidental death and dismemberment coverage per the provider's policy, 3) attainment of age 65, or 4) until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2004, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2004.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/Family Illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

SECTION B: Program for 2022-2023 School Year

PURPOSE

In the Cedar Rapids Community School District, a Voluntary Retirement Incentive Program serves to assist qualified long-term employees transitioning from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year's needs and the financial climate of the District.

ELIGIBILITY

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2023. The 2021-22 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board's intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for eligible staff who retire between July 1, 2022 and June 30, 2023, and the nature and scope of such program, prior to December 15, 2022. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver. The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits. The District's Voluntary Retirement Incentive Program is available to eligible members of the District staff as hereinafter set forth under the SCHEDULE OF BENEFITS BY WORKGROUP section.

To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2023, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years in a full-time or part-time capacity in the same workgroup from which they are retiring. (For employees hired on or before June 30, 2019, if District service in the same workgroup from which they are retiring was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service. For employees hired on or after July 1, 2019, the pro-rated benefit is not offered.)

A fiscal year of July 1 through June 30 will be used to calculate years of service. A year of service shall be recognized so long as the employee has worked at least 50% of the contract days per their workgroup calendar in a given fiscal year. Only continuous years of service in the same workgroup shall be counted for purposes of determining a benefit under this policy; years of service prior to a break in service are not eligible for calculating a benefit under this program. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. If an employee has 19 years of service, the total of unused sick leave and expired sick leave benefit days (totaling 190 days or more) may be used to count as a year of service for a total of 20 years in calculating a benefit under this program. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) This offer for retirement benefits is only effective for those filing an Intent to Retire with Human Resources after June 30, 2022 and by February 1, 2023 and retiring by June 30, 2023. Those retiring after June 30, 2023 will be subject to the retirement program, if any, offered for those retiring in fiscal 2024 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

If an employee has received a benefit under the Voluntary Retirement Incentive Program (monetary incentive, insurance and/or wellness benefit), they shall not be eligible to receive any further benefits under the program upon re-employment by the District even though they may meet age and service guidelines under future programs.

APPLICATION

The Intent to Retire form must be submitted to Human Resources not later than February 1, 2023. If the request is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee's contract will be terminated as of the Board approved retirement date.

INSURANCE

Per state of Iowa code 509, employees who retire from the District while participating in the District's group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. In order to be considered retired, the employee must be at least age 55 and have at least 5 years of service at the time of retirement. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2023, a state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in this section) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular staff excluding dental *and vision* coverage.

Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 10th day of the month in the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the covered retiree and, if covered, the spouse or partner and/or dependent(s). It is each retiree's duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer's health insurance program. Failure to adhere to this duty and obligation may result in a) cancellation of the insurance, b) loss of coverage, and, c) requiring the retiree to reimburse the District for the insurance contributions.

If a retiree has been a primary participant (not as a dependent) in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree may be eligible* to receive the District's contribution toward the District's group health insurance plan to the earliest of 1) one hundred twenty (120) months immediately following retirement, 2) through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage due to age or disability, 3) until the retiree accepts employment that offers health coverage whether or not the coverage is elected, or 4) or until the retiree dies. The retiree may use the District health insurance contribution towards the cost for his/her health insurance coverage and that of his/her eligible spouse/partner and/or dependent(s) if they too have been covered by the District health insurance program for the entire four (4) years prior to the employee's retirement. The District contribution towards the employee's group health insurance shall be pro-rated based upon an average of his/her last five (5) full year's Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year in which they are on a partial-time extended unpaid leave of absence. If hired prior to 7/1/2019, the contribution is prorated to the number of years worked if less than 20 years of service; if hired on or after 7/1/2019, employee must have 20 years of service to be eligible for a District contribution.

(*Refer to the SCHEDULE OF BENEFITS BY WORKGROUP" section to determine eligibility for a District health insurance contribution.)

If the retiree dies prior to the end of the one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree's covered spouse/partner and/or dependent(s) may, per Iowa code 509, continue to participate in the District's group health insurance program at his/her own expense until the spouse/partner and or dependent(s) becomes eligible for Medicare or Medicaid. If the retiree was receiving a District contribution toward his/her spouse/partner and/or dependent health insurance program at the time of death, the District shall, for up to the earliest of a) sixty (60) months, or b) eligibility for Medicare coverage either due to age or disability, continue to pay toward the cost of the group health insurance coverage on behalf of the employee's spouse/partner and/ or dependent(s) the same dollar contribution as was afforded the retiree.

SCHEDULE OF BENEFITS BY WORKGROUP

TEACHERS/NURSES (TABLE A OR AN)

Retirement Incentive Payment

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per the workgroup calendar.

In applying these provisions, a teacher/nurse's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the teacher/nurse will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Teachers/Nurses who are age (54) and who will turn age fifty-five (55) after July 1, 2022 and on or before December 31, 2022 may request an unpaid, extended leave of absence for the portion of the 2022-2023 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2021-22. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2021-2022 school year, or, if taking an extended, unpaid leave of absence to start the 2022-2023 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

Teacher/Nurses are not eligible for a District contribution toward the cost of Retiree medical coverage as the District contributes to a Post-Employment Health Savings Plan (PEHSP) on their behalf instead.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2003, teacher/nurses shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal illness days used per fiscal year	Days earned; prorated if FTE is less than 1
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE B)

Retirement Incentive Payment

Hired prior to July 1, 2006 – an amount representing one hundred and ninety-five (195) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008 - an amount representing one hundred and fifty (150) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008 - an amount representing fifty-five percent (55%) of salary using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

Hired prior to July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2005.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/Family Illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE D)

Retirement Incentive Payment

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Table D employees who are age (54) and who will turn age fifty-five (55) after July 1, 2022 and on or before December 31, 2022 may request an unpaid, extended leave of absence for the portion of the 2022-2023 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2021-22. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the 2021-22 school year, or, if taking an extended, unpaid leave of absence to start the 2022-2023 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Employee shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

CHILD CARE ASSISTANTS (TABLE E)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

HOURLY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE F)

Retirement Incentive Payment

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

HOURLY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE H)

Retirement Incentive Payment

Hired prior to July 1, 2006 – an amount representing one hundred and ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008 - an amount representing one hundred and fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008 - an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

SECRETARIES (12 MONTH & <12 MONTH) – (TABLE J)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/family illness days used per fiscal year	Days Earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11	0

FOOD & NUTRITION (TABLE K)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

CUSTODIANS/MAINTENANCE/PRINTING (TABLE L OR LN)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

Hired prior to March 1, 2006 - the District shall, during the continuation of this benefit, pay up to the dollar amount contributed per month to the retiree in his/her last full year of employment with the District.

Hired on or after March 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

CARPENTERS (TABLE M)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

PAINTERS (TABLE N)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

TEACHER ASSOCIATES (TABLE O)

Retirement Incentive Payment

The incentive payment shall be 15% of the employee’s unused sick leave. This benefit is paid in one lump sum payment to the retiree through the payroll department after their last regular paycheck has been paid.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2015-16. Beginning as of July 1, 2016, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2015-16 only and any personal illness leave unused prior to the start of the program in 2015-16 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/family illness days used per fiscal year	Days earned; prorated if FTE is less than 1
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

HEARING INTERPRETERS (TABLE Q)

Retirement Incentive Payment

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

DAYCARE DIRECTORS (TABLE R)

Retirement Incentive Payment

An amount representing fifty-five percent (55%) of current salary using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2018-19. Beginning July 1, 2019, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2018-19 only and any personal illness leave unused prior to the start of the program in 2018-19 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/Family Illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

IT TECHNICIANS (TABLE S)

Retirement Incentive Payment

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District

selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

TRANSPORTATION (TABLE Y)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Wellness Payment

Does not apply.

ADMINISTRATORS (TABLE Z OR ZN)

Retirement Incentive Payment

Hired prior to July 1, 2000 – an amount representing two hundred sixty (260) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2000 through June 30, 2006 - an amount representing one hundred ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2007 - an amount representing one hundred fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2007 - an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in four (4) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Administrators with 20 or more years of service in the Administrator workgroup, will receive a full, non-prorated incentive benefit as outlined earlier in this section. Administrators with less than 20 years of continuous District service who are eligible for a prorated Administrator incentive and who also worked as a Teacher in the District (without a break in service) prior to becoming a District Administrator will receive a secondary prorated incentive payment. The secondary payment will be pro-rated to their years of service in the Teacher workgroup but not to exceed 20 years total between the Administrator and Teaching positions. The secondary incentive payment represents fifty-five percent (55%) of current salary using the employee’s salary in his/her last full year of employment with the District (in which 50% or more of the scheduled contract days were worked per their workgroup calendar). In applying this provision, the Administrator prorated incentive will be calculated first and the Teacher incentive will be calculated as a secondary prorated benefit; the combined years of service between the Administrator position and the Teacher position will not exceed 20 years. For example, if the employee has 15 years of service as an Administrator and 10 years of service as a Teacher, the Administrator incentive will be calculated as 15/20ths and the secondary Teacher incentive payment will be calculated as 5/20ths for a combined prorated incentive payment based on not more than 20 years total.

Administrators who are age (54) and who will turn age fifty-five (55) after July 1, 2022 and on or before December 31, 2022 may request an unpaid, extended leave of absence for the portion of the 2022-2023 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2021-22. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2021-22 school year, or, if taking an extended, unpaid leave of absence to start the 2022-2023 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

Hired prior to July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

Retiree Life Insurance

Administrators shall receive, at the District’s expense, one hundred thousand dollars (\$100,000) term life and accidental death and dismemberment insurance coverage until the earliest of: 1) thirty-six (36) months, 2) until the Administrator becomes ineligible for term life insurance coverage per the provider’s policy and/or accidental death and dismemberment coverage per the provider’s policy, 3) attainment of age 65, or 4) until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program.

Wellness Payment

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2004, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2004.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Personal/Family Illness days used per fiscal year	Days earned; prorated if FTE is less than 1
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

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01-14-08
12-08-08
12-14-09
11-08-10
11-14-11
12-10-12
12-09-13
12-08-14
12-14-15
12-12-16
12-11-17
12-10-18
10-28-19
12-14-20
06-14-21

All Staff - Voluntary Retirement Incentive Program

SECTION A: Program for 2020-2021 School Year

In implementing the Staff Voluntary Retirement Incentive Program, eligible employees will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for staff to make application to retire per the program. Employees will be required to request to be included in the Voluntary Retirement Incentive Program by completing an Intent to Retire form. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the employee ineligible for the program. When an employee is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, he/she will not be allowed to become eligible for that year's program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the employee to sign a statement indicating his/her awareness of the said parameters and benefits. Completed Intent to Retire forms to be considered for eligibility in the Voluntary Retirement Incentive Program shall be submitted to the District's Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on February 1, 2021. In order to be eligible for 2020-21 Voluntary Retirement Incentive Program benefits, an employee must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave*) for the entire 2020-21 school year.

*Teachers, Nurses, Administrators and Engagement Specialists who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2021 and on or before December 31, 2021 may request an unpaid, extended leave of absence for the portion of the 2021-22 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2020-21. However, in this case, the 2020-21 year's salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. Teachers, Nurses, Administrators or Engagement Specialists who are age fifty-four (54) and who will turn age fifty-five (55) after December 31, 2021 may NOT request an unpaid, extended leave of absence for any or all of the 2021-22 school year and remain eligible for a 2020-21 Voluntary Retirement Incentive Program. Paid or unpaid leave will not be granted after May 2021 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June 2021.

SECTION B A: Program for 2021-2022 School Year

In implementing the Staff Voluntary Retirement Incentive Program, eligible employees will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for staff to make application to retire per the program. Employees will be required to request to be included in the Voluntary Retirement Incentive Program by completing an Intent to Retire form. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the employee ineligible for the program. When an employee is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, he/she will not be allowed to become eligible for that year's program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the employee to sign a statement indicating his/her awareness of the said parameters and benefits. Completed Intent to Retire forms to be considered for eligibility in the Voluntary Retirement Incentive Program shall be submitted to the District's Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on February 1, 2022. In order to be eligible for 2021-22 Voluntary Retirement Incentive Program benefits, an employee must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave*) for the entire 2021-22 school year.

*Teachers, Nurses, Administrators and Engagement Specialists who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2022 and on or before December 31, 2022 may request an unpaid, extended leave of absence for the portion of the 2022-23 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2021-22. However, in this case, the 2021-22 year's salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. Teachers, Nurses, Administrators or Engagement Specialists who are age fifty-four (54) and who will turn age fifty-five (55) after December 31, 2022 may NOT request an unpaid, extended leave of absence for any or all of the 2022-23 school year and remain eligible for a 2021-22 Voluntary

Retirement Incentive Program. Paid or unpaid leave will not be granted after May 2022 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June 2022.

SECTION B: Program for 2022-2023 School Year

In implementing the Staff Voluntary Retirement Incentive Program, eligible employees will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for staff to make application to retire per the program. Employees will be required to request to be included in the Voluntary Retirement Incentive Program by completing an Intent to Retire form. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the employee ineligible for the program. When an employee is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, he/she will not be allowed to become eligible for that year's program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the employee to sign a statement indicating his/her awareness of the said parameters and benefits. Completed Intent to Retire forms to be considered for eligibility in the Voluntary Retirement Incentive Program shall be submitted to the District's Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on February 1, 2023. In order to be eligible for 2022-23 Voluntary Retirement Incentive Program benefits, an employee must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave*) for the entire 2022-23 school year.

*Teachers, Nurses, Administrators and Engagement Specialists who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2023 and on or before December 31, 2023 may request an unpaid, extended leave of absence for the portion of the 2023-24 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2022-23. However, in this case, the 2022-23 year's salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. Teachers, Nurses, Administrators or Engagement Specialists who are age fifty-four (54) and who will turn age fifty-five (55) after December 31, 2023 may NOT request an unpaid, extended leave of absence for any or all of the 2023-24 school year and remain eligible for a 2022-23 Voluntary Retirement Incentive Program. Paid or unpaid leave will not be granted after May 2023 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June 2023.

Approved: 02-27-06
Revised: 11-17-06
01-14-08
12-08-08
01-11-10
12-13-10
11-14-11
12-10-12
12-09-13
12-08-14
12-14-15
11-14-16
11-13-17
11-12-18
10-14-19
11-09-2020

CONSENT AGENDA

**BA-22-012/03 Policy Manual - Approval - Policies 512 “District Cell Phone Use”, 1002 “Volunteer Program”, and 1005 “Public Education & the Democratic Process”
(Noreen Bush/Laurel Day)**

Exhibit: BA-22-012/03.1-2

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve Policies 512 “District Cell Phone Use”, 1002 “Volunteer Program”, and 1005 “Public Education & the Democratic Process” of the District Policy Manual as recommended by the Superintendent.

Policy 512

DISTRICT CELL PHONE USE

The use of ***District*** cell phones and other communication devices may be appropriate for the effective and efficient operation of the District and to help ensure the safety and security of people or property while engaged in District activities.

The Board authorizes the purchase of cell phones for employee use as deemed appropriate by the Superintendent/designee. District-owned cell phones shall be used for authorized District business purposes, consistent with the District's missions and goals.

The Superintendent/designee is directed to develop a regulation for the implementation of this policy, including a uniform and controlled system for identifying employee cell phone needs, monitoring use and reimbursement for personal use, in addition to general guidelines regarding cell phone usage.

Employees violating the policy may be subject to discipline, up to and including discharge.

Approved: 08-22-11
Revised: 02-08-16

Policy 1002

VOLUNTEER PARTICIPATION PROGRAM

~~In addition to a viable public communications and engagement effort, an active volunteer program develops constructive partnerships with other area agencies, businesses, and organizations on behalf of students.~~

The Board recognizes the need to maintain a District volunteer ~~services~~ program to support classroom instruction and co-curricular activities. The Board encourages ongoing and active volunteer involvement by individuals and groups within the schools, as well as at the central administration office and in supervised off-site activities before, during, and after school hours. The District will make every reasonable effort to provide a safe learning environment for students working with volunteers.

The use of ~~the~~ volunteers ~~services~~ in each school is encouraged as a means of involving the community in the instructional program. The Building Volunteer Coordinator will assist in the recruitment and training of persons willing to contribute their time to work in the schools. Activities of volunteers may include general assistance in the schools and classrooms, special help in the reinforcement of skills, and involvement with enrichment activities that align with curriculum.

Approved: 04-30-79
Revised: 11-09-87
Reviewed: 06-12-89
Revised: 01-11-93
06-24-96
Reviewed: 06-09-97
Revised: 12-14-98
Reviewed: 05-12-03
Revised: 02-27-06
05-09-11
04-10-18

No recommended revisions Policy 1005

PUBLIC EDUCATION AND THE DEMOCRATIC PROCESS

Since the active participation of an informed electorate is fundamental to the democratic process, the Board of Directors acknowledges the responsibility of public education to encourage an active interest in and understanding of our political system.

Code of Iowa: 43.2

Approved: 04-30-79
Reviewed: 09-11-89
Revised: 09-25-89
Reviewed: 11-09-92
06-09-97
06-14-99
01-27-03
Revised: 05-09-11
Reviewed: 03-26-18

CONSENT AGENDA

BA-22-015/04 Agreements - Cedar Rapids Community School District and Beyond the Bell, Empowering Youths of Iowa (EYI), Kids First Law Center, and Leaders, Believers, Achievers Foundation (LBAF), Big Brother Big Sisters of Cedar Rapids and East Central Iowa (BBBS), & YouthPort - **Data Sharing & Use - 2021-2022 School Year**
(Craig Barnum)

Exhibit: BA-22-015/04.1-24

Action Item

Pertinent Fact(s):

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

1. **Beyond the Bell** - Pertinent data to provide leadership training, skill development, and other programming to at-risk students of color through the coordination of resources and other joint and cooperative action between the District and the partner that will enhance student welfare and academic achievement.
2. **EYI** - Pertinent data is being shared in order to help youths at risk of dropping out and school failure to improve their lives. In order to develop an empowerment plan tailored to each student's needs, data will be gathered to gain a clear understanding of the academic, social, and emotional struggles they face.
3. **Kids First Law Center** - Aids in their mission to provide support for McKinley STEAM Academy, Franklin Middle School, Wilson Middle School, Johnson STEAM Academy, Grant Wood Elementary, Hoover Elementary, Erskine Elementary, and Metro High School with conflict resolution and modeling of Restorative Practices. This is a mindset shift from punitive to restorative practices through the coordination of resources and other joint and cooperative action between the District and Kids First Law Center to support student welfare and academic achievement. Any data points needed to support this mission will be supplied and are listed below.
4. **LBAF's** - Supports mission to Inspire Hope to tomorrow's Leaders, Believers and Achievers. Centering on their core principles of Academic Excellence, Character and Leadership and Healthy Lifestyles and Positive Choices through the coordination of resources and other joint and cooperative action between the District and LBAF to support student welfare and academic achievement.
5. **BBBS** - Restricted Data will solely be shared with essential members of the BBBS team and the student's mentor(s). The data will be used to measure progress, achievement, and to offer support and guidance to the student through mentorship and the BBBS program relationships.
6. **YouthPort** - Restricted Data will be shared in order to monitor student progress and assess whether additional support services are needed.

Recommendation:

It is recommended that the Board of Education approve the Data Sharing Agreements between the Cedar Rapids Community School District and Beyond the Bell, Empowering Youths of Iowa, Kids First Law Center, Leaders, Believers, & Achievers Foundation, Big Brothers Big Sisters of Cedar Rapids and East Central Iowa, & YouthPort for the 2021-2022 School Year.

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Children of Promise Mentoring Program, Inc. AKA Beyond the Bell (Recipient), having as its principal place of business 1143 Longfellow Ave.

Waterloo, IA50703 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2022.

WHEREAS, Provider maintains certain data collected from various sources.

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

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

I. SCOPE AND PURPOSE

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

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of this data is to provide leadership training, skill development, and other programming to at-risk students of color through the coordination of resources and other joint and cooperative action between the District and the partner that will enhance student welfare and academic achievement.

II. RESTRICTED DATA

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

III. RECIPIENT'S OBLIGATIONS

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

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

VII. TERM AND TERMINATION

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

VIII. CONTRACT BREACHES

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

IX. GENERAL

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

X. CONTACT PERSONS

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

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Daniel Pledge-Johnson, MSW Children of Promise Mentoring Program, Inc./ Beyond the Bell 1143 Longfellow Ave. Waterloo, Iowa 50703 (319) 529-1543 dpledgej@gmail.com</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: 10/21/21 _____

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Empowering Youths of Iowa, Inc (Recipient), having as its principal place of business 317 7th Ave SE #201 Cedar Rapids, Iowa 52401 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2022.

WHEREAS, Provider maintains certain data collected from various sources.

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

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

I. SCOPE AND PURPOSE

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

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** This data is being shared in order to help youths at risk of dropping out and school failure to improve their lives. In order to develop an empowerment plan tailored to each student's needs, data will be gathered to gain a clear understanding of the academic, social, and emotional struggles they face.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - The following data will be shared for students participating in the program.
 - 1. Student data: Name, Student number, school, grade level, race/ethnicity, gender, IEP Status & Level, 504 plans, ELL status, and roster teacher.
 - 2. Data in the form of days attended and absent.
 - 3. Discipline data: suspensions and major referrals
 - 4. Course assignments and grades
 - 5. Social and emotional data
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).
- c.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

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

VII. TERM AND TERMINATION

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

VIII. CONTRACT BREACHES

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

IX. GENERAL

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

X. CONTACT PERSONS

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

<u>PROVIDER:</u> Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<u>RECIPIENTS:</u> Empowering Youths of Iowa, Inc Care of Sarah Swayze 317 7th Ave SE #201 Cedar Rapids, Iowa 52401
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PROVIDER:


Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

Sarah Swayze on behalf of Empowering Youths of Iowa

By: 
Executive Director

Date: ____10/22/2021____

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Kids First Law Center (Recipient), having as its principal place of business 420 6th St SE, Cedar Rapids, Iowa 52401 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2022.

WHEREAS, Provider maintains certain data collected from various sources.

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

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

I. SCOPE AND PURPOSE

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

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of this Agreement is to provide data to Kids First Law Center that will aid in their mission to provide support for McKinley STEAM Academy, Franklin Middle School, Wilson Middle School, Johnson STEAM Academy, Grant Wood Elementary, Hoover Elementary, Erskine Elementary, and Metro High School with conflict resolution and modeling of Restorative Practices. This is a mindset shift from punitive to restorative practices through the coordination of resources and other joint and cooperative action between the District and Kids First Law Center to support student welfare and academic achievement. Any data points needed to support this mission will be supplied and are listed below.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status
 - Attendance Data: Attendance in the form of days missed and days attended
 - Discipline Data: Major and Minor Referrals (including but not limited to the following details: problem/behavior, incident date, incident location, action taken, duration)
 - SEB Data: SEB Data collected by McKinley STEAM Academy, Franklin Middle School, Wilson Middle School, Johnson STEAM Academy, Grant Wood Elementary, Erskine Elementary, Hoover Elementary, and Metro High School that is deemed appropriate and applicable. Additionally, the student name will be provided to Kids First for all students with one or more major referrals. This will

- serve as their referral into the program.
 - Academic Data: Grade data and GPA data, if applicable.
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).
- c. If Free/Reduced Lunch data is needed, it will be provided in aggregate only and any sample sizes smaller than 10 will be redacted.

III. RECIPIENT'S OBLIGATIONS

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
- Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the

Restricted Data by pulverizing, cross-cut shredding, or burning.

e. **Electronic Data**

- Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
- If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

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

VII. TERM AND TERMINATION

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

VIII. CONTRACT BREACHES

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

IX. GENERAL

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

assigns.

X. CONTACT PERSONS

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

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Kids First Law Center 420 6th St. SE Ste. 160 Cedar Rapids, IA 52401</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: 10/21/21

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Leaders, Believers, Achievers Foundation aka LBAF (Recipient), having as its principal place of business PO BOX 544 Cedar Rapids, IA 52401-0544 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2022.

WHEREAS, Provider maintains certain data collected from various sources.

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

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

I. SCOPE AND PURPOSE

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

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of this data is to support the LBAF's mission to Inspire Hope to tomorrow's Leaders, Believers and Achievers. Centering on their core principles of Academic Excellence, Character and Leadership and Healthy Lifestyles and Positive Choices through the coordination of resources and other joint and cooperative action between the District and LBAF to support student welfare and academic achievement.

II. RESTRICTED DATA

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

III. RECIPIENT'S OBLIGATIONS

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

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

VII. TERM AND TERMINATION

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

VIII. CONTRACT BREACHES

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

IX. GENERAL

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

X. CONTACT PERSONS

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

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Alphonse O'Bannon Executive Director LBA Foundation PO BOX 544 Cedar Rapids, IA 52401-0544 (319) 533-5095 al@lbajourney.org</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By: Alphonse O'Bannon

Date: 10/21/2021

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Big Brothers Big Sisters of Cedar Rapids and East Central Iowa (Recipient), having as its principal place of business 3150 E Ave. NW Ste. 103, Cedar Rapids, Iowa 52405 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2021.

WHEREAS, Provider maintains certain data collected from various sources.

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

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

I. SCOPE AND PURPOSE

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

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - A. **Purpose: Restricted Data will solely be shared with essential members of the BBBS team and the student's mentor(s). This data will be used to measure progress, achievement, and to offer support and guidance to the student through mentorship and the BBBS program relationships.**

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - **School suspensions/office referrals or other disciplinary data**
 - **School attendance**
 - **Academic achievement**
 - **IEP**
 - **504 Plan**
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).
- c. **[Any other notes regarding Restricted Data]**

III. RECIPIENT'S OBLIGATIONS

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

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

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

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2021.

VIII. CONTRACT BREACHES

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

IX. GENERAL

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

X. CONTACT PERSONS

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

<u>PROVIDER:</u>	<u>RECIPIENTS:</u>
Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	Big Brothers Big Sisters of Cedar Rapids and East Central Iowa Care of Catherine VanDraska 3150 E Ave. NW Ste. 103 Cedar Rapids, IA 52405

PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

Big Brothers Big Sisters of Cedar Rapids and East
Central Iowa

By: Catherine VanDraska

Date: 10/21/21

DATA SHARING AND USE AGREEMENT

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

WHEREAS, Provider maintains certain data collected from various sources.

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

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

I. SCOPE AND PURPOSE

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

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of this data is to monitor student progress and assess whether additional support services are needed.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
The following data will be shared for students participating in the program.
 - Academic data
 - Disciplinary data
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).
- c.

III. RECIPIENT'S OBLIGATIONS

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

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

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

IV. DATA SECURITY

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

V. DATA DESTRUCTION

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

VI. DATA BREACHES

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

VII. TERM AND TERMINATION

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

VIII. CONTRACT BREACHES

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

IX. GENERAL

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

X. CONTACT PERSONS

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

<u>PROVIDER:</u>	<u>RECIPIENTS:</u>
Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	Youthport Care of Alejandro Pino 420 6 th Street SE Suite #260 Cedar Rapids, IA 52401

PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____
Executive Director

Date: 10/20/21

CONSENT AGENDA

BA-22-082/02 Agreements - Cedar Rapids Community School District and Community Partnerships-2021-2022 School Year (Nicole Kooiker)

Exhibit: BA-22-082/02.1-19

Action Item

Pertinent Fact(s):

1. The Community Partnership Review Team was established to create a systematic process to fund and evaluate strategic partnership opportunities. While we have many valued community partners in CRCSD, the Request for Proposal (RFP) process is designed to select partners who the District will support financially. Proposals are reviewed by the Community Partner Review Team and scored on a common rubric. For organizations that have previously worked in CRCSD, the team also uses individual student-level outcome data and feedback from school leaders and building-staff in the decision-making process.
2. Over the past year, CRCSD has solicited proposals from local community partners to meet specific student needs including the following:
 - a. To provide school-based mental health therapy and substance abuse assessment, intervention and treatment for the 2021-2022 School Year.
 - b. To improve academic, social, emotional and behavioral opportunities and outcomes for student populations experiencing opportunity gaps (black, multiracial, Hispanic/Latino, SPED, ELL, F/R).
3. In response to the RFPs, CRCSD received 19 proposals for programs and services to add capacity for meeting student needs. The following organizations were added to the initial 9 selected to receive funding in the 2021-2022 School Year as a result of an additional funding award from the IDOE. Proposals will continue to be considered as new funding opportunities emerge throughout the school year.
 - a. **Big Brothers Big Sisters** - High Schools students involved in the Big Futures program will complete a series of goals and activities to help boost confidence, gain skills, and prepare for life after high school, including on-time graduation, with the assistance of their 1:1 mentor and the BBBS program.
 - b. **Kids First Law** - The Youth Peace Project is designed to facilitate a restorative approach to school discipline by modeling and building capacity in practices such as proactive classroom circles, responsive circles, re-entry circles, and staff mentoring on conflict resolution in seven buildings. Services will be expanded at Metro HS and Franklin Middle School. (Amended Agreement)
 - c. **YouthPort** - will provide weekly after-school programming to a minimum of 20 students at Harding Middle School who identify as Latino that includes tutoring and academic support, personal goal setting, culturally specific career connections, social-emotional learning, and a community service project.

Recommendation:

It is recommended that the Board of Education approve the Agreements between Cedar Rapids Community School District and Community Partnerships for the 2021-2022 School Year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND BIG BROTHERS BIG SISTERS OF EAST CENTRAL IOWA
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **15th** day of **November 2021**, by and between the Cedar Rapids Community School District (the “District”) and **BIG BROTHERS BIG SISTERS OF EAST CENTRAL IOWA (BBBS)**. The parties agree as follows:

1. PURPOSE

The purpose of this agreement is to create a collaborative organizational partnership through the coordination of resources and other joint and cooperative action between the District and **BBBS** that will enhance student social, emotional and academic achievement through the Big Futures Initiative.

2. TERM

The term of this Agreement shall be from **November 15, 2021** to **June 30, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

BBBS agrees to the following:

- A. Provide services at any CRCSD buildings in which students are matched with BBBS adult mentors** per Appendix A, Scope of Services.

Prior written approval of a District Administrator is required to provide services in buildings other than those identified in the Agreement.

- B. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior) as found in Appendix B, Outcome Measures.**
- C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.**
- D. BBBS will adhere to facility use policies to ensure safety of students, visitors, staff, and property per Cedar Rapids Community School District Board of Education Policies 805 Community Use of Facilities and supporting Regulations, Policy 803 Tobacco/Nicotine-Free School Environment and supporting Regulation 604.10 Substance Use, and Policy 1007 Conduct on School Property. For any activities occurring outside of the regular school day, BBBS will provide an onsite emergency point of contact to the building engineer.**

- E. Reimburse the District for any costs as identified by the District, for services beyond those identified as standard services within this Agreement.
- F. **BBBS** 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 **BBBS**. The employees of the **BBBS** 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.
- G. **BBBS** 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. **BBBS** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **BBBS** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- I. **BBBS** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **BBBS** 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 separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.
- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **BBBS** will be invoiced for all printing services provided.*

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$7,500** as follows: **\$4,000** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$3,500** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to Cedar Rapids Community School District Attn: Heidi Whitney, Secretary of Culture Climate Transformation.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **BBBS** 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 Governmental 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 **BBBS** 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. **BBBS** 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, **BBBS** 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 Secondary Director of Culture Climate Transformation shall be designated as the administrator of the Agreement.
- B. No separate budget shall be established in connection with this Agreement.
- C. Neither party shall be in default under this Agreement if performance is prevented, delayed or made impossible as a result of an unforeseen event incapable of being avoided and beyond the control of and without the fault or negligence of the parties, such as but not limited to acts of God, war, civil disturbance, pandemics, epidemics and other similar causes (each, a “force majeure event”). The party which claims its performance is prevented, delayed or made impossible as a result of a force majeure event (the Claiming Party) shall give notice and details of the force majeure event to the other party (Non-Claiming Party) as soon as practicable and shall take all reasonable and appropriate measures to remedy the force majeure event, including, but not limited to using its best efforts to provide alternate, comparable performance, which may include performance via virtual or online means or other mitigation efforts to substantially perform the obligations under this Agreement, in which case full payment for services hereunder shall be due. Until the force majeure event is remedied, the Non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by the force majeure event.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **BBBS** 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 **BBBS** may involve the presence of the **BBBS** 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. **BBBS** 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. **BBBS** hereby certifies that no one who is an owner, operator or manager of **BBBS** has been convicted of a sex offense against a minor. **BBBS** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.
- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue

in full legal force and effect.

- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that they have read this entire document. that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

- A. **BBBS** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills does not occur per Cedar Rapids Community School District Board of Education Policy 102.

8. TERMINATION

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

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

9. CONTACT PERSON

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

<p><u>Justin Blietz</u> Secondary Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4329 jblietz@crschools.us</p>	<p><u>Catherine VanDraska</u> Program Development Director Big Brothers Big Sisters of Cedar Rapids and East Central Iowa 3150 E Ave NW, Ste. 103 Cedar Rapids, IA 52405 (319) 377-8993 ext 111 catherinev@bigcr.org</p>
---	---

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

Big Brothers Big Sisters of East Central Iowa

By: _____

Date: _____

- **BBBS** will support mentorship for a minimum of 25 high school students in 9th-12th grade to offer the following services:
 - Creating and monitoring individualized student plans for HS graduation that include three measurable objectives,
 - Providing opportunities to engage in activities that enhance personal and career development including community service, development of personal vision and mission statement, exploration of post-high school opportunities (college, apprenticeships, Job Corps, etc.), and expanding verbal/written communication skills to support post-secondary goals

- **BBBS** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By January 10, 2022

- Student roster
- Number of individual/group contact hours
- Success stories

By April 1, 2022

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post score program-specific measures
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement

**AMENDED AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND KIDS FIRST LAW CENTER
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AMENDMENT is made and entered into on the **15th** day of **November 2021**, by and between the Cedar Rapids Community School District (the “District”) and **Kids First Law Center (Kids First)**. The parties agree to the following revisions:

Section 3G: District Responsibilities to increase funding for expanded services at Franklin Middle School and Metro High School in the amount of \$50,000.

Amendment:

Disperse funding in the total amount of \$145,000 as follows: \$47,500 upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining \$97,500 in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to Cedar Rapids Community School District Attn: Heidi Whitney, Secretary of Culture Climate Transformation.

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Kids First Law Center

By: _____

Date: _____

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

THIS AGREEMENT is made and entered into on the **15th** day of **November 2021**, by and between the Cedar Rapids Community School District (the “District”) and **YOUTHPORT**. The parties agree as follows:

1. PURPOSE

The purpose of this agreement is to create a collaborative organizational partnership through the coordination of resources and other joint and cooperative action between the District and **YOUTHPORT** that will enhance student social, emotional and academic achievement.

2. TERM

The term of this Agreement shall be from **December 1, 2021** to **June 30, 2022**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

YOUTHPORT agrees to the following:

- A.** Provide services at **Harding Middle School** per Appendix A, Scope of Services.

Prior written approval of a District Administrator is required to provide services in buildings other than those identified in the Agreement.

- B.** Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior) as found in Appendix B, Outcome Measures.
- C.** Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
- D.** **YOUTHPORT** will adhere to facility use policies to ensure safety of students, visitors, staff, and property per Cedar Rapids Community School District Board of Education Policies 805 Community Use of Facilities and supporting Regulations, Policy 803 Tobacco/Nicotine-Free School Environment and supporting Regulation 604.10 Substance Use, and Policy 1007 Conduct on School Property. For any activities occurring outside of the regular school day, **YOUTHPORT** will provide an onsite emergency point of contact to the building engineer.

- E. Reimburse the District for any costs as identified by the District, for services beyond those identified as standard services within this Agreement.
- F. **YOUTHPORT** 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 **YOUTHPORT**. The employees of the **YOUTHPORT** 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.
- G. **YOUTHPORT** 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. **YOUTHPORT** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **YOUTHPORT** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- I. **YOUTHPORT** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **YOUTHPORT** 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 separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.
- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: **YOUTHPORT** will be invoiced for all printing services provided.*

- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding in the total amount of **\$28,024** as follows: **\$20,000** upon execution of this agreement, data sharing agreement and receipt of certificate of insurance and the remaining **\$8,024** in January following a collaboration meeting and review of program outcomes using the data dashboard. Invoices will be sent to Cedar Rapids Community School District Attn: Heidi Whitney, Secretary of Culture Climate Transformation.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **YOUTHPORT** 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 Governmental 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 **YOUTHPORT** 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. **YOUTHPORT** 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, **YOUTHPORT** negligence or willful misconduct in the performance of its duties under this Agreement.

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- A. No separate legal or administrative entity shall be created by this Agreement. The Secondary Director of Culture Climate Transformation shall be designated as the administrator of the Agreement.
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6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **YOUTHPORT** 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 **YOUTHPORT** may involve the presence of the **YOUTHPORT** 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. **YOUTHPORT** 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. **YOUTHPORT** hereby certifies that no one who is an owner, operator or manager of **YOUTHPORT** has been convicted of a sex offense against a minor. **YOUTHPORT** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.
- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If

any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that they have read this entire document. that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

- A. **YOUTHPORT** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills does not occur per Cedar Rapids Community School District Board of Education Policy 102.

8. TERMINATION

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

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

9. CONTACT PERSON

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

<p><u>Justin Blietz</u> Secondary Director of Culture Climate Transformation Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4329 jblietz@crschools.us</p>	<p><u>Alejandro Pino</u> Executive Director, Young Parents Network 420 6th Street SE Suited #260 Cedar Rapids, IA 52401 (319) 364-8909 apino@ypniowa.org</p>
---	---

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

YouthPort

By: _____

Date: _____

APPENDIX A SCOPE OF SERVICES

- **YOUTHPORT** will provide weekly after-school programming to a minimum of 20 students who identify as Latino that includes the following:

- Academic support (tutoring, homework help, STEM activities)
 - Personal goal setting
 - Culturally specific career connections
 - Social-Emotional Learning to enhance CASEL competencies
 - Completion of a student-led community service project
- **YOUTHPORT** will provide referrals and support to students in need of additional services provided by the district or community partners

APPENDIX B OUTCOME MEASURES

The following outputs/outcomes reported on the following schedule:

By January 10, 2021

- Students referred for services

- Student roster
- Number of individual/group contact hours
- Success stories
- Baseline Measures for program-specific outcomes:
 - Latino youth will report high levels of satisfaction after participating in the pilot.
 - Latino youth will report that they learned a new skill or idea pertaining to STEM.
 - Latino youth will report that they feel more optimistic about their ability to make a choice regarding college or postsecondary education.
 - Latino youth will report that they feel more optimistic about the future of work for themselves.
 - Latino youth will report a stronger relationship with a non-family adult in their lives.
 - Latino youth will report a stronger sense of their internal abilities to manage their feelings and emotions.
 - Latino youth will report a strong feeling of satisfaction after volunteering in our community.
 - Latino youth will report feeling a stronger connection to their community and their heritage.

By April 1, 2022

- Data demonstrating improvement in student academics, behavior, and wellness:
 - Pre/post score program-specific measures listed above
 - School suspensions/office referrals or other disciplinary data
 - School attendance
 - Academic achievement

CONSENT AGENDA

BA-22-154 **Final Approval - Harding Middle School - Asphalt Repair Project - Certificate of Substantial Completion (Jason Lietz)**

Exhibit: BA-22-154.1-2

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$45,498.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on October 25, 2021.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - Harding Middle School - Asphalt Repair Project.

INVOICE



Remit to:
 L L Pelling Co.
 P.O. Box 230
 North Liberty IA 52317
 www.llpelling.com

Contract: 53517. Harding Middle School 2021

Invoice #:	25869
Date:	10/25/2021
Customer #:	100075
Customer Job:	53517.4RIsRtng
Customer PO:	
Total Due:	2,274.90
Page 1 of 1	

To: Cedar Rapids Community Schools

2500 Edgewood Rd NW
 Cedar Rapids, IA 52405

▲ PLEASE RETURN TOP PORTION OF INVOICE WITH PAYMENT ▲

Contract: 53517. Harding Middle School 2021

Cont Item	Description	Contract Quantitv	U/M	Unit Price	Contract Amount	Current Quantity	Current Amount	JTD Quantity	JTD Amount
1	3" Mill & Fill Patch	90.000	SY	42.70	3,843.00	0.000	0.00	90.000	3,843.00
2	Patch along new curb	250.000	LF	11.90	2,975.00	0.000	0.00	250.000	2,975.00
3	2" Mill and overlay	2,160.000	SY	15.50	33,480.00	0.000	0.00	2,160.000	33,480.00
4	Traffic Control	1.000	LS.	5,200.00	5,200.00	0.000	0.00	1.000	5,200.00
5	Harding M.S. Patch	1.000	LS.	2,796.00	2,796.00	0.000	0.00	1.000	2,796.00
9000	Bond	1.000	LS.	0.00	0.00	0.000	0.00	0.000	0.00
					48,294.00				48,294.00

Amounts Billed	0.00	48,294.00
Less Retainage	0.00	0.00
Plus Retainage Release	2,274.90	
Less Previous Billings		-46,019.10
Total Due This Invoice	2,274.90	2,274.90

Invoice #: 25869	Date: 10/25/2021	Customer #: 100075
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CONSENT AGENDA

BA-22-155 **Final Approval - Washington High School – Old Gym Bleacher Replacement Project - Certificate of Substantial Completion (Jon Galbraith)**

Exhibit: BA-22-155.1

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$69,960.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on October 25, 2021.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - Washington High School - Old Gym Bleacher Replacement Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Washington High School Old Gym Bleacher Replacement Project

CONTRACTOR: H2I Group

TO (OWNER):

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

CONTRACT FOR: \$69,960.00
CHANGE ORDERS: \$ 0.00
CONTRACT TOTAL \$69,960.00

CONTRACT DATE: June 11, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The replacement of the bleachers in the auxiliary gym according to the project manual.

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 
Wendall Bergmann
Name

Project Supervisor

Name

Date

10-25-2021
Date

Formal board action taken on _____ accepted the project.

Board of Education Secretary _____ Date _____

CONSENT AGENDA

BA-22-156 **Final Approval - Viola Gibson Elementary School - Masonry Repair Project - Certificate of Substantial Completion (Jason Lietz)**

Exhibit: BA-22-156.1-2

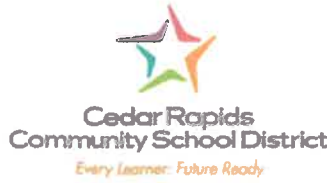
Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$32,014.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on November 2, 2021.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - Viola Gibson Elementary School - Masonry Repair Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Viola Gibson Expansion Joint Sealant Project

CONTRACTOR: Technical Specialty System, 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: \$32,014
CHANGE ORDERS: \$ 0.00
CONTRACT TOTAL \$32,014

CONTRACT DATE: August 18,2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Replacement of the expansion joints and replacement of sealant on/around vents at
Viola Elementary School.

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

No Exceptions

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

Contractor

TECHNICAL SPECIALTY SYSTEMS

Name

11-2-21
Date

Project Supervisor

Rob Cornthwaite

Name

11-2-21
Date

[Signature]
11-2-21

Formal board action taken on _____ accepted the project.

Board of Education Secretary _____ Date _____

DATE	INVOICE #
8/11/2021	21033-R

BILL TO:

Cedar Rapids Community School District
 Attn: Accounting Department
 PO Box 879
 Cedar Rapids, IA 52406-0879

P.O. NUMBER	TERMS	PROJECT
PO #0027244	Upon Receipt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Gibson Elementary Expansion Joint Sealant Replacement		
	Contract Amount	32,014.00	32,014.00
	Amount Billed To Date Less Retainage	-30,413.30	-30,413.30
	Final Billing Retainage Amount Due		
		TOTAL	\$1,600.70

CONSENT AGENDA

BA-22-157 Final Approval - Jefferson High School - Old Gym Bleacher Replacement Project - Certificate of Substantial Completion (Jon Galbraith)

Exhibit: BA-22-157.1-2

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$69,960.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on October 25, 2021.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District – Jefferson High School - Old Gym Bleacher Replacement Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Jefferson High School Old Gym Bleacher Replacement Project

CONTRACTOR: H2I Group

TO (OWNER):

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

CONTRACT FOR: \$69,960.00
CHANGE ORDERS: \$ 0.00
CONTRACT TOTAL \$69,960.00

CONTRACT DATE: June 11, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The replacement of the bleachers in the auxiliary gym according to the project manual.

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



Name

11/2/21

Date

Project Supervisor



Name

11/8/2021

Date

Formal board action taken on _____ accepted the project.

Board of Education Secretary _____ Date _____



430 Industrial Blvd. Minneapolis, MN 55413
Phone (612) 331-4880 Fax 378-2236

To : CEDAR RAPIDS CSD (USE THIS ADDRESS)

Invoice #: 212130

accountspayable@crschools.us
CEDAR RAPIDS ,IA 52406-0879
accountspayable@crschools.us

Date: 10/15/21
Application #: 2
Customer Reference: 22000310
Invoice Due Date: 10/15/21
Payment Terms: Net 30 Days

107292

Contract : 90273- JEFFERSON HS BLEACHER REPLACEMENT

Contract Item	Quantity JTD	Unit Price	U/M	Total To Date
Item 10 - Jefferson HS Bleacher Replacement	0.000	0.00000	LS	69,960.00
REMIT TO: H2I Group 430 Industrial Blvd Minneapolis, MN 55413				Total To Date : 69,960.00 Plus Sales Tax : 0.00 Less Retainage : 0.00 Less Previous Applications : 66,462.00 Total Due This Invoice : 3,498.00

Our terms are Net 30 days. Past due invoices are subject to 1.5% per month service charge on the unpaid balance. Customer is responsible for all Collection and reasonable attorney fees. To pay via Credit/Debit Card or via ACH/Checking Account please visit: https://unitedtranzactions.com/obp/H2I_Group Please note a 2% fee will be added to all credit card payments.

CONSENT AGENDA

BA-22-158 Preliminary Approval - Kennedy High School - Roof Improvements (Jason Lietz)

Exhibit: BA-22-158.1

Action Item

Pertinent Fact(s):

1. The Administration herewith submit specification, and form of contract for Cedar Rapids Community School District - Kennedy High School - Roof Improvements.
2. Schedule leading to award of contract:

Notice to Bidders	Publish	November 18, 2021
Receive Bids	2:30pm	December 2, 2021
Notice of Public Hearing	Publish	December 8, 2021
Hold Public Hearing	5:30pm	December 13, 2021
Award Contract	5:30pm	December 13, 2021
3. The project consists of complete removal of existing roof and insulation in area indicated, and replacement with new insulation and roof membrane system. The Architect's estimate for construction is \$280,000 and the funding source for the project is PPEL.

Recommendation:

It is recommended that the Board of Education approve the Preliminary Documents and Schedule for the Roof Improvements - Kennedy High School.



November 9, 2021

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

RE: Probable Cost of CRCSD 2022-23 Roof Improvements – Kennedy High School

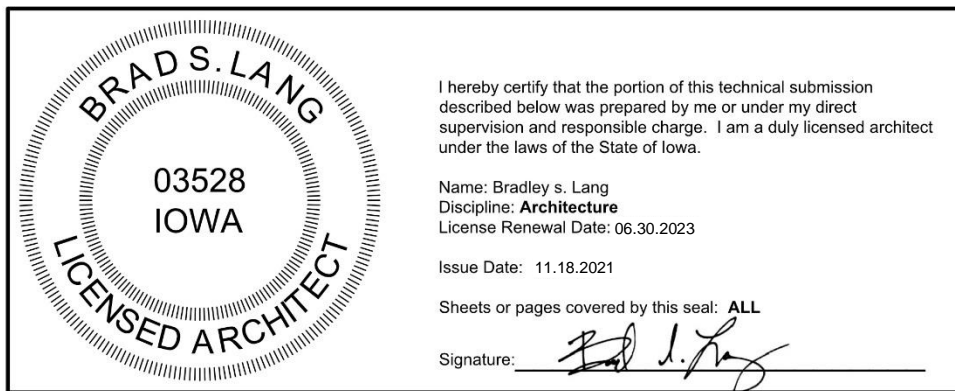
Dear Jon:

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

Total Estimated Cost of Construction: \$280,000.00

Respectfully,

Bradley s. Lang, AIA
Solum Lang Architects



Copy: Jason Lietz, CRCSD

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

CONSENT AGENDA

BA-22-159 Preliminary Approval - Taft Middle School - Roof Improvements (Jason Lietz)

Exhibit: BA-22-159.1

Action Item

Pertinent Fact(s):

1. The Administration herewith submit specification, and form of contract for Cedar Rapids Community School District - Taft Middle School - Roof Improvements.
2. Schedule leading to award of contract:

Notice to Bidders	Publish	November 18, 2021
Receive Bids	2:30pm	December 2, 2021
Notice of Public Hearing	Publish	December 8, 2021
Hold Public Hearing	5:30pm	December 13, 2021
Award Contract	5:30pm	December 13, 2021
3. The project consists of installation of new roofing over the existing dome roof at Taft Middle School. The Architect's estimate for construction is \$790,000 and the funding source for the project is PPEL.

Recommendation:

It is recommended that the Board of Education approve the Preliminary Documents and Schedule for the Roof Improvements - Taft Middle School.



November 9, 2021

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

RE: Probable Cost of CRCSD 2022-23 Roof Improvements – Taft Middle School

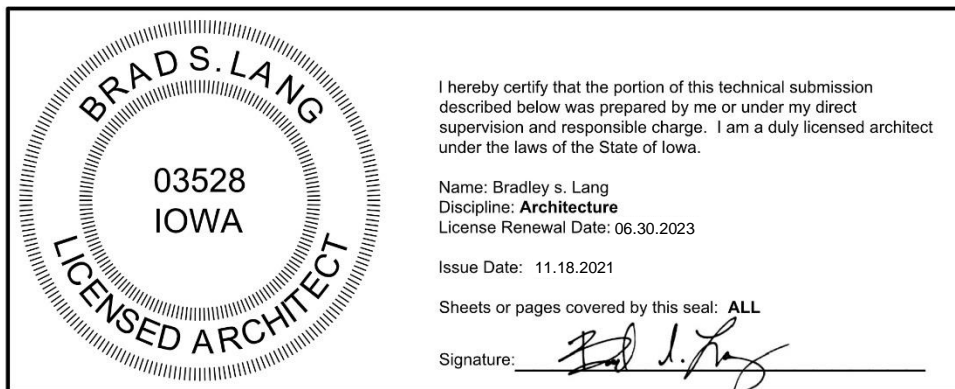
Dear Jon:

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

Total Estimated Cost of Construction: \$790,000.00

Respectfully,

Bradley s. Lang, AIA
Solum Lang Architects



Copy: Jason Lietz, CRCSD

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

CONSENT AGENDA

BA-22-160 Purchasing Register - Server Replacement (Jeff Lucas /Carissa Jenkins)

Exhibit: BA-22-160.1

Action Item

Pertinent Fact(s):

1. CRCSD's current host servers running our VMWare virtual infrastructure were purchased in June 2015 and are coming to the end of their life cycle.
2. The Technology team is seeking bids to replace the hardware. The specifications for the proposed hardware are provided and include the purchase of 6 new servers.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register – Server Replacement.

PowerEdge R750 Production Nodes		Quantity 6
Description	SKU	Quantity
PowerEdge R750 Server	210-AYCG	6
2.5 Chassis	379-BDTF	6
SAS/SATA/NVMe Capable Backplane	379-BDSW	6
No Rear Storage	379-BDTE	6
No GPU Enablement	379-BDSR	6
Trusted Platform Module 2.0 V3	461-AAIG	6
2.5" Chassis with up to 8 Universal Drives	321-BGZO	6
Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666	338-CBWK	6
Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666	338-CBWK	6
Additional Processor Selected	379-BDCO	6
Heatsink for 2 CPU configuration (CPU less than 165W)	412-AAWE	6
Performance Optimized	370-AAIP	6
3200MT/s RDIMMs	370-AEVR	6
Unconfigured RAID	780-BCDS	6
PERC H755 SAS Front	405-AAZB	6
Front PERC Mechanical Parts, rear load	750-ACFQ	6
Power Saving Dell Active Power Controller	750-AABF	6
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	6
Standard Fan x6	750-ADGK	6
Dual, Hot-Plug, Redundant Power Supply (1+1)1100W Mixed Mode Titanium	450-AKKS	6
Riser Config 2, Half Length, 4x16, 2x8 slots, SW GPU Capable	330-BBRX	6
R750 Motherboard	329-BFGT	6
OpenManage Enterprise Advanced	528-BIYY	6
iDRAC9, Enterprise 15G	385-BBQV	6
Intel X710 Dual Port 10GbE SFP+, OCP NIC 3.0	540-BCNW	6
PowerEdge 2U LCD Bezel	325-BEBV	6
Dell EMC Luggage Tag	350-BCED	6
Assembly BOSS Blank	329-BERC	6
Quick Sync 2 (At-the-box mgmt)	350-BBYW	6
iDRAC, Legacy Password	379-BCSG	6
iDRAC Group Manager, Enabled	379-BCQV	6
No Operating System	611-BBBF	6
No Media Required	605-BBFN	6
ReadyRails Sliding Rails	770-BBBQ	6
No Systems Documentation, No OpenManage DVD Kit	631-AACK	6
PowerEdge R750 Shipping	340-CULS	6
PowerEdge R750 Shipping Material	481-BBFG	6
PowerEdge Non BIS Marking	389-DYHB	6
PowerEdge R750 CE, CCC, Marking	389-DYHC	6
US Order	332-1286	6
Custom Configuration	817-BBBB	6
Dell Hardware Limited Warranty Plus Onsite Service	852-7274	6
Diagnosis 3 Years		
ProSupport Plus Next Business Day Onsite Service After Problem	852-7352	6
ProSupport Plus 7x24 Technical Support and Assistance 3 Years	852-7353	6
Thank you for choosing Dell ProSupport Plus. For tech support, visit	951-2015	6
On-Site Installation Declined	900-9997	6
32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE	370-AGDS	96
960GB SSD SAS Read Intensive 12Gbps 512 2.5in Hot-plug AG	400-AXQU	12
Jumper Cord - C13/C14, 4M, 250V, 12A (North America, Guam)	491-BBDG	12
Intel X710 Dual Port 10GbE SFP+ Adapter, PCIe Low Profile	555-BCK	6

CONSENT AGENDA

BA-22-161 Tabulation – Ruckus Network Switches (Jeff Lucas /Carissa Jenkins)

Exhibit: BA-22-161.1

Action Item

Pertinent Fact(s):

1. The network switch infrastructure at the ELSC is due for replacement. The current hardware is reaching the end of its lifecycle and has been in place for approximately 6 years. The new hardware is expected to have a similar life cycle.
2. The replacement hardware will improve network performance with faster network speeds, and new network management features that integrate nicely with our wireless systems.

Recommendation:

It is recommended that the Board of Education approve the Tabulation – Ruckus Network Switches to Aercor.

CONSENT AGENDA

BA-22-162 Agreement - Cedar Rapids Community School District and Infinite Campus, Inc. - WorkFlow - 2021-2022 School Year (Craig Barnum)

Exhibit: BA-22-162.1

Action Item

Pertinent Fact(s):

Infinite Campus WorkFlow is an add-on product that will automate communication and other actions inside Infinite Campus. The use of this tool will improve communication surrounding routine changes in student status such as enrollment, special ed status, homelessness. WorkFlow makes it possible to send targeted communication to specific staff members when these types of changes happen. WorkFlow will also allow the CRCSD SIS team to automate tasks such as automatic data entry scripts when a change in student status occurs. It will save time, effort, and improve data quality. The Agreement will be evaluated annually.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Infinite Campus - WorkFlow for the 2021-2022 School Year.

Order and Pricing Schedule for Cedar Rapids Community School District - Iowa

Description	Service Start Date	Initial Term	Quantity	Fee Type	Unit Price	Total
Campus Workflow	12/1/2021	12	15,786	Recurring	\$2.00	\$31,572
Annual Recurring Total						\$31,572

Cedar Rapids Community School District

By: _____

Name: Laurel A Day

Its: Board Secretary

Date:

CONSENT AGENDA

**BA-22-163 Approval – Master Facility Plan Oversight Committee Membership –
2021-2022 School Year (Jon Galbraith/David Nicholson)**

Exhibit: BA-22-163.1

Action Item

Pertinent Fact(s):

1. The Board-Appointed Master Facility Plan Oversight Committee oversees investments in facilities related to all infrastructure funding sources. Their oversight work includes both the SAVE and PPEL funding sources.
2. The 2021-2022 membership roster for the Facility Master Plan Oversight Committee is provided for the Board's consideration and approval.

Recommendation:

It is recommended that the Board of Education approve the Appointed members of CRCSD's Master Facility Plan Oversight Committee for the 2021-2022 School Year.

Master Facility Oversight Committee 2021/22 Membership Listing

Name	Organization	Term Length	Term Ends
Sue Shanklin	Collins Aerospace	3 years	2022
Frank Rainbolt	United Fire	3 years	2023
Lindsay Schumacher	Aegon USA	3 years	2023
Dain Brunscheen	Business Representative for Laborers Local 43	3 years	2023
Junior Luensman	Business Manager, IBEW L.U. 405	3 years	2024
Steve Cooper	Stormwater Coordinator, City of Marion	3 years	2024
Tina Rusbult	District Custodial Rep	ongoing	

ADMINISTRATION

**BA-22-101/02 Cedar Rapids Community School District Health & Safety Mitigation Update
(Noreen Bush)**

Information Item

Pertinent Fact(s):

Superintendent Bush will provide an update on current CRCSD health and safety mitigation efforts.

ADMINISTRATION

BA-22-164 **Approval - Request to the School Budget Review Committee (SBRC) for Modified Allowable Growth for Limited English Learner (LEP) Excess Program Costs (David Nicholson)**

Exhibit: BA-22-164.1

Action Item

Pertinent Fact(s):

The annual request is submitted for Board approval. The Cedar Rapids Community School District is eligible to request SBRC approval of \$2,235,494 in Modified Allowable Growth for LEP program costs that exceed those costs allowed within the school funding formula for LEP programs.

Recommendation:

It is recommended that the Board of Education approve the Request for the School Budget Review Committee to seek \$2,235,494 in Modified Allowable Growth for LEP program costs that exceed those costs allowed within the school funding formula for LEP programs.

ADMINISTRATION

BA-22-165 **Approval - Request of School Budget Review Committee (SBRC) for Additional Allowable Growth: Unfunded English Language Learner (ELL) Costs and Open Enrollment Students not Included in Previous Year's Enrollment (David Nicholson)**

Action Item

Pertinent Fact(s):

1. The annual request is submitted for Board approval. All requests listed above are combined into one Board action. The completed State form is included as an exhibit. Dollar amounts listed for each category below are based upon data from the Iowa Department of Education on 11-09-21 and subject to possible adjustment.
 - a. **Open Enrollment Students:** For the 2021-2022 School Year, the District is eligible to request a total of \$2,249,721 in spending authority for open enrollment resident students not included in Previous Year's Enrollment Count.
 - b. **English Language Learner:** The State allows an additional factor of .21 for intermediate support and .26 for intensive support to the District cost per pupil of \$7,227 for students in the ELL program. This weighting is only allowed for five years. The maximum modified allowable growth request under SBRC guidelines for English Language Learners served beyond five years is \$259,377.

2. All SBRC approvals of additional allowable growth are funded with cash provided by the District's Cash Reserve Levy.

Recommendation:

It is recommended that the Board of Education approve the Request for the School Budget Review Committee to seek Additional Allowable Growth for Unfunded English Language Learner (ELL) Costs and Open Enrollment Students not Included in Previous Year's Enrollment Count.

ADMINISTRATION

BA-22-166 **Resolution – Schedule a Public Hearing on the Issuance of not to Exceed \$25,000,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, in One or More Series (David Nicholson)**

Exhibit: BA-22-166.1-7

Action Item **Motion/2nd/Roll Call**

Pertinent Fact(s):

1. The District has an opportunity to refinance the 2019 SAVE Revenue Bonds. The bonds are set to be paid off by 1/01/2030. Adjusted for inflation, the net present value of savings is estimated to be \$900,000 in today's dollars.
2. The legislature approved HF546 which extended the SAVE penny tax until 1/01/51. The 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, whichever is greater) may be presented for up to, but not more than, 15 days after the hearing, calling for an election of the bonds. If the petition is presented validly, then either the bond proposition must be abandoned, or an election must be scheduled. If the election fails, the bonds cannot be issued.

Recommendation:

It is recommended that the Board of Education approve the Resolution -Schedule Public Hearing for the Issuance of School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds not to exceed \$25,000,000 for December 13, 2021.

MINUTES TO SET DATE FOR HEARING
ON THE ISSUANCE OF SCHOOL
INFRASTRUCTURE SALES, SERVICES
AND USE TAX REVENUE REFUNDING
BONDS

Cedar Rapids, Iowa

November 15, 2021

The Board of Directors of the Cedar Rapids Community School District met on the above date, at ____ o'clock p.m. at the Educational Leadership & Support Center, Cedar Rapids, Iowa.

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 financing and refinancing 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 Bonds, Series 2019 (the “Series 2019 Bonds”) on June 28, 2019, and the Series 2019 Bonds are optional for redemption on June 28, 2022 or any business date thereafter upon the terms of par plus accrued interest; and

WHEREAS, the School District proposes to issue not to exceed \$25,000,000 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 2019 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 13th day of December, 2021 at the Educational Leadership & Support Center, Cedar Rapids, Iowa, at ____ 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 \$25,000,000

The Board of Directors (the “Board”) of the Cedar Rapids Community School District (the “School District”), will meet on the 13th day of December, 2021, at the Educational Leadership & Support Center, Cedar Rapids, Iowa, at ____ p.m., for the purpose of instituting proceedings and taking action to issue not to exceed \$25,000,000 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 Bonds, Series 2019, (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 November 15, 2021

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 November, 2021

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 _____, 2021.

Board Secretary

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

LEARNING AND LEADERSHIP

**BA-22-167 Cedar Rapids Community School District Magnet Schools Programming
(Nicole Kooiker/Adam Zimmermann/Trace Pickering)**

Exhibit: BA-22-167.1-18

Information Item

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

The Administration will provide information on the current CRCSD magnet reset, purposes of magnet programming, Magnet Schools Assistance Program grant opportunity, and information regarding our planning around the addition of a 9-10 magnet program.

Cedar Rapids Magnet Schools

Presentation to Board

November 15, 2021

Date Goes Here



Cedar Rapids
Community School District
Every Learner. Future Ready.

Agenda:

1. Strategic Plan Connections
2. CRCSD Magnet Schools - Purposes & Theory of Action
3. MSAP (Magnet Schools Assistance Program) Grant Opportunity
4. 9-10 Magnet High School

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%.

Federal Purpose of Magnet Schools

1. Improve student achievement and close opportunity gaps
2. Desegregate schools - reduce minority group isolation

CRCSD Magnet Theory of Action

Magnet schools and innovation programs

CRCSD is anchored in the vision that every student is thriving academically and prepared to graduate future ready. One way CRCSD is working to achieve that goal is through magnet schools and innovative pilot programs. We currently have five magnet schools and three innovative pilot projects. A deeper description of each program [can be found here](#).

Theory of action

IF we create and support innovative educational experiences that foster creativity, promote personalized learning, and connect students with their future world, **THEN** we will improve student outcomes and decrease racial and economic disparities.

Actions

SMART goals

Define Innovative Pathways and Phases for our innovative programming to clarify support and accountability.

By June 2021, all innovative programs will decrease gaps in reading and math for IEP, race and EL.

Create and monitor innovation implementation plans (SMART goals, actions, funds).

By June 2022, all magnet schools will be on track to certify in the Magnet Schools of America Standards of Excellence within their five year time frame.

Facilitate a high functioning Innovation PLC that includes all funded schools.

Focus on standards-aligned, theme-based (coaching cycles)



Theory Action Structure

CAUSAL STATEMENT

GOALS

ACTIONS

IF ____ THEN ____

What do we want to achieve?

Which steps must we take?



Goals

- Creating an environment where students can learn + achieve.
 - closing achievement gap
- Build teacher capacity + retain staff in mag. buildings
 - Innovative theme-based curriculum
 - Teacher retention
 - Continuing work after funds ends
 - Intentional use of funding to support work
- Attract more diverse populations and counteract reputations + preconceived opinions.
 - Reducing minority group isolations

By _____, all magnet Schools will

See CRCSO Strategic plan
Equity + Prof. Goals

Future consideration - State Report Card + Growth Goals

By _____, all magnet schools will

Students will spend _____ % of time in them culturally responsive/sustaining practices

Handwritten notes: "This kind of...", "These practices", "SEI", "Racial Equity", "Cultural", "Standards", "Grade", "Content"

By _____, all magnet schools will reduce disproportionality in enrollment across 3 subgroups (Identified by each school) by _____ % as compared to district averages.

Academics ~
System indicators for equity, growth and achievement (change measure to FAST, Ready, diagnostic)

SEBH -
- using Panorama to measure sense of belonging
~ Efficacy questions promote the "right" focus (How does theme promote achievement, belonging - how measure
~ magnet certifications? maybe not

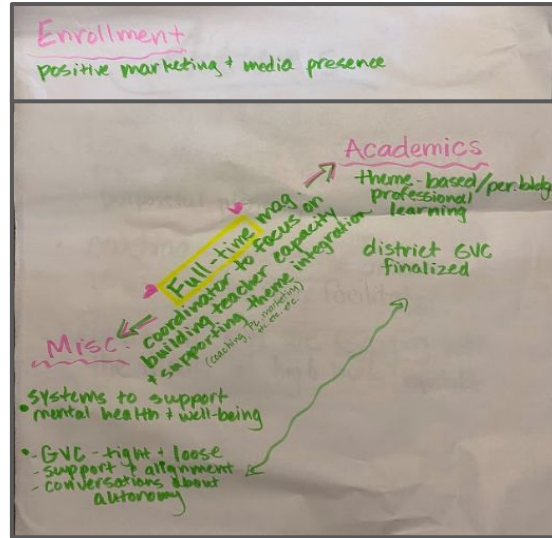
Theory Action Structure

CAUSAL STATEMENT	GOALS	ACTIONS
IF ____ THEN ____	What do we want to achieve?	Which steps must we take?



Standards-Aligned, Theme-infused, Equity Grounded

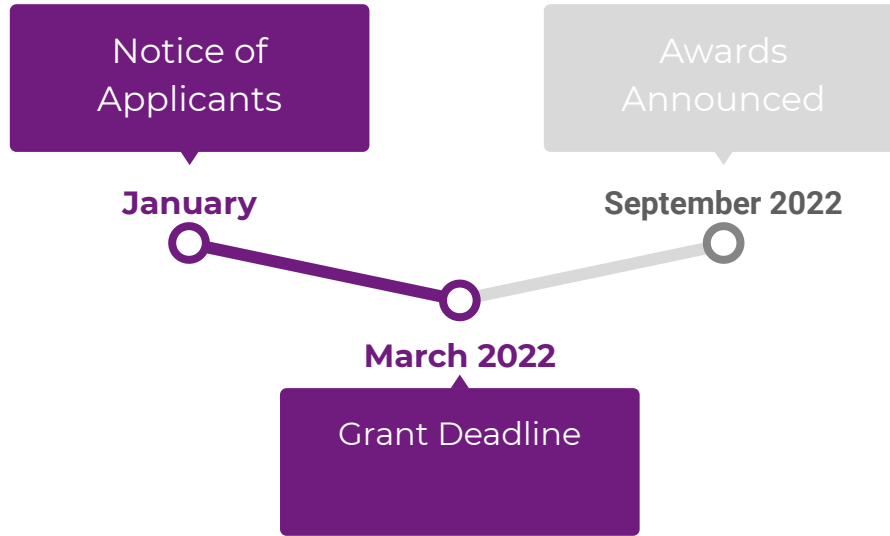
- Implementing GVC
 - Identify what IS GVC @ CRCSO
 - Clarity of Tight / Loose
 - ↓
 - Autonomy
- PLC's high-functioning
 - as measured by SIG
- Coaching
 - 2 cycles for every teacher
 - ? .5 magnet coordinator capacity?
 - building capacity of instructional coaches to be theme-aligned lens
- Unit Planning
 - identify models of instruction for theme-infused
- Stage 3 UBD
 - culturally responsive pedagogy
- Learning Experiences



Actions

- Work force - attract experience, diverse, passion for theme to magnet school, retaining existing by looking at supports for magnet teachers
- theme embedded in CORE - more professional learning time for purposeful planning
- coaching - look at the amount of responsibilities they facilitate
- ensure all kids are engaging with the theme at high levels (equitable levels)

Magnet Schools Assistance Program (MSAP)



The MSAP grant is administered by the U.S. Department of Education and awards districts up to \$15 million over 5 years.

MSAP Proposed Priorities

“This vision includes a respect for the dignity and potential of each and every student and their access to educational opportunity.”

[federalregister.gov](https://www.federalregister.gov)

Proposed Priority 1:

Addressing the Impact of COVID-19 on Students, Educators, and Faculty.

Proposed Priority 2:

Promoting Equity in Student Access to Educational Resources, Opportunities, and Welcoming Environments.

Proposed Priority 3:

Supporting a Diverse Educator Workforce and Professional Growth to Strengthen Student Learning.

Proposed Priority 4:

Meeting Student Social, Emotional, and Academic Needs.

Proposed Priority 5:

Increasing Postsecondary Education Access, Affordability, Completion, and Post-Enrollment Success.

Proposed Priority 6:

Strengthening Cross-Agency Coordination and Community Engagement to Advance Systemic Change.

Towards a High School Magnet

Why?

- 7 years of Magnet schools K-8
- The Derecho and Pandemic accelerated interest in more options
- ESSER funds provide an opportunity to act now
- 9 years of learning & experience with this

The Process and Progress

August & Sept: CONCEPT TEAM met to:

- Explore, develop and connect a HS magnet vision and connect to the Profile of a Graduate
- Explore “30,000” design ideas
- Imagine what a “week-in-the-life” of a student in this school could look like
- Present to you their design

The Team

- Al O'Bannon
- Mary Meisterling
- Anne Dugger
- Melissa Hartzler
- Doug Neumann
- Celeste Orellana-Pandura
- Anthony Arrington
- Ryan Shenefelt
- Jillian Schulte
- David Tominsky
- Dr. Vincent Reid
- Sarah Henderson
- Theophile Harbinarna
- Daryl Spivey
- Felicia Taylor
- Bridget Williams-Robinson
- Adam Zimmerman
- Nicole Kooiker
- Noreen Bush
- Angie Charipar
- Amanda Wendling
- Maurice Davis

Blank Sheet Design: What could a HS that delivered on all of these look like?

Concept Team

- Strong Communicators
- Creative Thinkers, Problem Solvers, & Critical Thinkers
- Members of a Community/ Citizenship
- Self-Growers
- Financially Literate
- Lead Self and Others

Profile of a Graduate

- Creativity
- Citizenship
- Communication
- Collaboration
- Critical Thinking & Problem Solving




Some Design Ideas

- Rooted in Deep Relationships and Supportive Community
- Competencies & Standards Matrix Owned by Learner

Map to Graduation									
	Evidence	Evidence	Evidence	Evidence	Evidence		Evidence	Evidence	Evidence
Competency A	X	X	X			Chemistry			
Competency B						Standard 1	X	X	
Competency C	X	X				Standard 2			
Competency D	X					Standard 3	X	X	X
Competency E	X					Standard 4			
English						Standard 5	X		
Standard 1	X	X	X	X		Math			
Standard 2						Standard 1	X	X	X
Standard 3						Standard 2	X	X	
Standard 4	X					Standard 3	X		
Standard 5	X					Standard 4			
Standard 6	X	X				Standard 5			
Standard 7						Standard 6			
Standard 8	X	X				Standard 7			
Economics						Standard 8			
Standard 1	X	X	X			Standard 9	X	X	
Standard 2						Health/PE			
Standard 3						Standard 1	X		
Standard 4	X					Standard 2	X	X	X
Standard 5						Standard 3			

Some Design Ideas

- Rooted in Deep Relationships and Supportive Community
 - Competencies & Standards Matrix Owned by Learner
 - Personalized, Relevant, & Contextualized Learning Experiences
- 

Concentrations




Learning Discoveries



Community Facing Projects

Some Design Ideas

- Rooted in Deep Relationships and Supportive Community
 - Competencies & Standards Matrix Owned by Learner
 - Personalized, Relevant, & Contextualized Learning Experiences
 - Internships & Job Shadows
 - Outside of “School” Learning Validation
- 
- A decorative horizontal bar at the bottom of the slide, featuring a gradient from purple on the left to red on the right, with a thin green line above it.



SCHOOL BOARD CALENDAR

(Dates and times are tentative – please consult with the Board Secretary’s Office for more details)

2021 - NOVEMBER

Monday	Nov 15	5:30 pm 5:40 pm	Board Annual Meeting Organizational & Regular Meetings	ELSC, Board Room 2500 Edgewood Rd NW
Wednesday	Nov 17		IASB Pre-Convention Workshops	Iowa Events Center Des Moines
Wednesday	Nov 17		UEN Annual Meeting	Hilton Des Moines
Thursday	Nov 18		IASB Annual Convention	Iowa Events Center Des Moines
Thurs/Fri	Nov 25/26		Holiday	Offices Closed

2021- DECEMBER

Monday	Dec 13	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Fri/Mon	Dec 24/27		Holiday Observances	Offices Closed
Thurs/Fri	Dec 30/31		Holiday Observances	Offices Closed

2022 - JANUARY

Monday	Jan 10	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Thursday	Jan 13	7:00 pm	Metro High School Winter Graduation	DoubleTree Hotel 350 First Ave NE
Monday	Jan 24	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW

MOMENT OF SILENCE – Taft Middle School Principal Gary Hatfield

ADJOURNMENT – Board President

Organizational & Regular Board Meeting: Monday, November 15, 2021