

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
BOARD OF EDUCATION MEETING  
Educational Leadership & Support Center, Board Room  
Monday, August 22, 2022 @ 5:30 p.m.**

**A G E N D A**

**CALL TO ORDER** (President David Tominsky)

**APPROVAL OF AGENDA** (President David Tominsky)

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

**ADDRESSING THE BOARD, COMMUNICATIONS, DELEGATIONS, & PETITIONS**  
(President David Tominsky)

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**SCHOOL BOARD CALENDAR/ ADJOURNMENT (President David Tominsky)**



# AGENDA

CALL TO ORDER – President David Tominsky

APPROVAL OF AGENDA – President David Tominsky

“I move that the agenda of Monday, August 22, 2022, Board of Education meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2<sup>ND</sup>/ROLL CALL ACTION

## PUBLIC HEARING

BA-23-070      Public Hearing – Permanent Easement - Kingston Stadium (Chris Gates)

### Information Item

### Pertinent Fact(s):

Pursuant to notices published in The Cedar Rapids Gazette, a Public Hearing must be held at 5:30 p.m. on August 22, 2022, for the purpose of receiving any objections to granting the sale of the identified portion of property.

If no objections are presented and sustained, the recommended Board action is to give final approval to the sale.

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

**ADDRESSING the BOARD -  
COMMUNICATIONS, DELEGATIONS, AND PETITIONS** - (President David Tominsky)

**CONSENT AGENDA**

**BA-23-000/03 Minutes - Board Meeting on August 8, 2022 and Special Board Meeting on August 18, 2022 (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 Meeting held on August 8, 2022 and the Special Board Meeting on August 18, 2022.

**Board Meeting: Monday, August 22, 2022**



**CONSENT AGENDA**

**BA-23-001/03 Approval of Claims Report - July 2022 (Karla Hogan)**

Exhibit: BA-23-001/03.1-5

**Action Item**

**Pertinent Fact(s):**

The Approval of Claims Report is required by Iowa Code sections 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of July 1-31, 2022 totaled \$25,012,699.08.

**Recommendation:**

It is recommended that the Board of Education approve the Claims Report and Ratify the List of Paid Bills and Payrolls for the period ending July 31, 2022.

**Cedar Rapids Community School District**  
**Summary of Expenditures and Payroll for Month Ending July 31, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>							
Period Ending 7/20	\$ 46,312.01	\$ 670.08	\$ -	\$ 41,353.04	\$ -	\$ -	\$ 88,335.13
Period Ending 7/22	1,857.34	-	42.80	-	-	-	1,900.14
Period Ending 7/29	16,518.17	1,199.06	-	36,901.59	89.71	275.01	54,983.54
Period Ending 7/31	6,192,789.89	2,302.39	2,059,215.52	3,171.50	45,806.84	34,913.90	8,338,200.04
<b>Approved Warrants and Voids</b>							
Period Ending 7/20	\$ 515,679.46	\$ 35,154.45	\$ 2,652,994.81	\$ 2,835,512.15	\$ 139,986.96	\$ -	\$ 6,179,327.83
Period Ending 7/22	428,603.82	-	200,000.00	-	33,430.29	-	662,034.11
Period Ending 7/29	743,020.78	19,519.15	571,754.00	1,380,030.34	221,891.93	44.44	2,936,260.64
Period Ending 7/31	57,691.71	0.51	90.00	-	30.00	-	57,812.22
	<b>\$ 8,002,473.18</b>	<b>\$ 58,845.64</b>	<b>\$ 5,484,097.13</b>	<b>\$ 4,296,968.62</b>	<b>\$ 441,235.73</b>	<b>\$ 35,233.35</b>	<b>\$ 18,318,853.65</b>
<b>Payrolls - Net</b>	<u>6,590,839.81</u>	<u>1,773.94</u>	<u>2,998.76</u>	<u>-</u>	<u>40,561.45</u>	<u>57,671.47</u>	<u>6,693,845.43</u>
<b>Total Expenditures</b>	<u>\$ 14,593,312.99</u>	<u>\$ 60,619.58</u>	<u>\$ 5,487,095.89</u>	<u>\$ 4,296,968.62</u>	<u>\$ 481,797.18</u>	<u>\$ 92,904.82</u>	<u>\$ 25,012,699.08</u>

**Note:** Individual transactions can be viewed on the Cedar Rapids Community School District website under Departments - Accounting and Budgeting.

**Cedar Rapids Community School District  
List of Paid Bills for Period Ending  
July 20, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>							
EFT FILE	\$ 46,312.01	\$ 670.08	\$ -	\$ 41,353.04	\$ -	\$ -	\$ 88,335.13
<b>Approved Warrants and Voids (Entered By Batch)</b>							
Warrants	\$ 515,679.46	\$ 35,154.45	\$ 2,652,994.81	\$ 2,835,512.15	\$ 139,986.96	\$ -	\$ 6,179,327.83
<b>Total</b>	<u><u>\$ 561,991.47</u></u>	<u><u>\$ 35,824.53</u></u>	<u><u>\$ 2,652,994.81</u></u>	<u><u>\$ 2,835,512.15</u></u>	<u><u>\$ 139,986.96</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 6,267,662.96</u></u>

**Cedar Rapids Community School District  
List of Paid Bills for Period Ending  
July 22, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>							
EFT FILE	\$ 1,857.34	\$ -	\$ 42.80	\$ -	\$ -	\$ -	\$ 1,900.14
<b>Approved Warrants and Voids (Entered By Batch)</b>							
Warrants	\$ 428,603.82	\$ -	\$ 200,000.00	\$ -	\$ 33,430.29	\$ -	662,034.11
<b>Total</b>	<u><u>\$ 430,461.16</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 200,042.80</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 33,430.29</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 663,934.25</u></u>

**Cedar Rapids Community School District  
List of Paid Bills for Period Ending  
July 29, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>							
EFT FILE	\$ 16,518.17	\$ 1,199.06	\$ -	\$ 36,901.59	\$ 89.71	\$ 275.01	\$ 54,983.54
<b>Approved Warrants and Voids (Entered By Batch)</b>							
Warrants	\$ 743,020.78	\$ 19,519.15	\$ 571,754.00	\$ 1,380,030.34	\$ 221,891.93	\$ 44.44	2,936,260.64
<b>Total</b>	<u><u>\$ 759,538.95</u></u>	<u><u>\$ 20,718.21</u></u>	<u><u>\$ 571,754.00</u></u>	<u><u>\$ 1,416,931.93</u></u>	<u><u>\$ 221,981.64</u></u>	<u><u>\$ 319.45</u></u>	<u><u>\$ 2,991,244.18</u></u>

**Cedar Rapids Community School District  
List of Paid Bills for Period Ending  
July 31, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>							
EFT FILE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACH Payments	6,192,789.89	2,302.39	2,059,215.52	3,171.50	45,806.84	34,913.90	8,338,200.04
<b>Approved Warrants and Voids (Entered By Batch)</b>							
Warrants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll Deduction	59,032.65	0.51	90.00	-	30.00	-	59,153.16
Voids	(1,340.94)	-	-	-	-	-	(1,340.94)
<b>Total</b>	<b><u>\$ 6,250,481.60</u></b>	<b><u>\$ 2,302.39</u></b>	<b><u>\$ 2,059,305.52</u></b>	<b><u>\$ 3,171.50</u></b>	<b><u>\$ 45,836.84</u></b>	<b><u>\$ 34,913.90</u></b>	<b><u>\$ 8,396,012.26</u></b>

## CONSENT AGENDA

### **BA-23-005/02 Investments Report – June 2022 (Karla Hogan)**

Exhibit: BA-23-005/02.1

#### **Information Item**

#### **Pertinent Fact(s):**

The Investments Report summarizes investment transactions for the month of June 2022. Investments purchased during the month totaled \$1,230,426.77, and investments redeemed during the month totaled \$8,000,000.00. The current interest rate for US Bank is 1.243%, in comparison to 0.02% at US Bank in June 2021. The current interest rate for Iowa Schools Joint Investment Trust (ISJIT) for June 2022 is 0.807%, in comparison to 0.01% in June 2021.

## INVESTMENTS - June 2022

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)	
<b><u>General fund</u></b>						
Redeem	June 9, 2022	\$	3,000,000.00	US Bank	-	3,000,000.00
Redeem	June 16, 2022	\$	3,000,000.00	US Bank	-	3,000,000.00
Interest	June 30, 2022	\$	8,945.73	US Bank~ISJIT Jun'22 Int	8,945.73	-
				<b>Fund Total</b>	<u>8,945.73</u>	<u>6,000,000.00</u>
<b><u>Management Fund</u></b>						
N/A					-	-
				<b>Fund Total</b>	<u>-</u>	<u>-</u>
<b><u>Student Activity Fund</u></b>						
Invest	June 9, 2022	\$	150,000.00	US Bank		
Invest	June 22, 2022	\$	70,000.00	US Bank	150,000.00	-
Interest	June 30, 2022	\$	86.89	US Bank	70,000.00	-
Interest	June 30, 2022	\$	188.31	US Bank	86.89	-
				US Bank	188.31	-
				<b>Fund Total</b>	<u>220,275.20</u>	<u>-</u>
<b><u>Food &amp; Nutrition Fund</u></b>						
N/A					-	-
				<b>Fund Total</b>	<u>-</u>	<u>-</u>
<b><u>Secure an Advanced Vision for Education Fund (SAVE)</u></b>						
Invest	June 17, 2022	\$	657.11	US Bank	657.11	-
Redeem	June 24, 2022	\$	2,000,000.00	US Bank	-	2,000,000.00
Invest	June 30, 2022		548.73	US Bank	548.73	-
				<b>Fund Total</b>	<u>1,205.84</u>	<u>2,000,000.00</u>
<b><u>Physical Plant &amp; Equipment Fund (PEEL)</u></b>						
Invest	June 9, 2022	\$	1,000,000.00	US Bank	1,000,000.00	-
				<b>Fund Total</b>	<u>1,000,000.00</u>	<u>-</u>
<b><u>Debt Services Fund</u></b>						
N/A					-	-
				<b>Fund Total</b>	<u>-</u>	<u>-</u>
<b><u>GRAND TOTAL</u></b>					<b><u>\$ 1,230,426.77</u></b>	<b><u>\$ 8,000,000.00</u></b>



## CONSENT AGENDA

### **BA-23-005/03 Investments Report – July 2022 (Karla Hogan)**

Exhibit: BA-23-005/03.1

#### **Information Item**

#### **Pertinent Fact(s):**

The Investments Report summarizes investment transactions for the month of July 2022. Investments purchased during the month totaled \$14,930.71, and investments redeemed during the month totaled \$17,500,000.00. The current interest rate for US Bank is 1.312%, in comparison to 0.02% at US Bank in July 2021. The current interest rate for Iowa Schools Joint Investment Trust (ISJIT) for July 2022 is 1.189%, in comparison to 0.01% in July 2021.

INVESTMENTS - July 2022

BA-23-005/03.1

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)	
<b><u>General fund</u></b>						
Redeem	July 1, 2022	\$	3,000,000.00	US Bank	-	3,000,000.00
Redeem	July 12, 2022	\$	4,000,000.00	US Bank	-	4,000,000.00
Redeem	July 21, 2022	\$	3,000,000.00	US Bank	-	3,000,000.00
Redeem	July 29, 2022	\$	4,000,000.00	US Bank	-	4,000,000.00
Interest	July 31, 2022	\$	13,637.56	US Bank~ISJIT Jul'22 Int	13,637.56	-
				<b>Fund Total</b>	<u>13,637.56</u>	<u>14,000,000.00</u>
<b><u>Management Fund</u></b>						
Redeem	July 12, 2022	\$	1,500,000.00	US Bank	-	1,500,000.00
Redeem	July 21, 2022	\$	1,000,000.00	US Bank	-	1,000,000.00
				<b>Fund Total</b>	<u>-</u>	<u>2,500,000.00</u>
<b><u>Student Activity Fund</u></b>						
Interest	July 31, 2022	\$	425.86	US Bank	425.86	-
				<b>Fund Total</b>	<u>425.86</u>	<u>-</u>
<b><u>Food &amp; Nutrition Fund</u></b>						
N/A					-	-
				<b>Fund Total</b>	<u>-</u>	<u>-</u>
<b><u>Secure an Advanced Vision for Education Fund (SAVE)</u></b>						
Invest	July 31, 2022		867.29	US Bank	867.29	-
				<b>Fund Total</b>	<u>867.29</u>	<u>-</u>
<b><u>Physical Plant &amp; Equipment Fund (PPEL)</u></b>						
Redeem	July 29, 2022	\$	1,000,000.00	US Bank	-	1,000,000.00
				<b>Fund Total</b>	<u>-</u>	<u>1,000,000.00</u>
<b><u>Debt Services Fund</u></b>						
N/A					-	-
				<b>Fund Total</b>	<u>-</u>	<u>-</u>
<b><u>GRAND TOTAL</u></b>					<u>\$ 14,930.71</u>	<u>\$ 17,500,000.00</u>

**CONSENT AGENDA**

**BA-23-009/03 Personnel Report (Linda Noggle)**

Exhibit: BA-23-009/03.1-7

**Action Item Motion/2<sup>nd</sup>/Roll Call**

**Recommendation:**

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

<b>APPOINTMENTS - SALARIED STAFF</b>			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Becker, Alexis	\$61,450.00	Nurse Practitioner ELSC	8/9/2022
Brees, Michael	\$3,114.00	Football Assistant Jefferson	2022-2023 School Year
Cress-Slife, Jennifer	\$65,000.00	Homelessness/Foster Care Spc ELSC	8/15/2022
Dvorak, Melissa	\$53,850.00	Physical Education McKinley	8/9/2022
Geneser, Grace	\$47,000.00	ELL Cleveland/CRA	8/9/2022
Konchar, Lauren	\$45,592.00	Engagement Specialist Hoover	8/15/2022
Ngiriweneza, Merci	\$3,264.00	WM Soccer MS Wilson	2022-2023 School Year
Pins, Gina	\$5,825.00	Volleyball Assistant Washington	2022-2023 School Year
Piper, Ryan	\$3,114.00	Football Assistant Washington	2022-2023 School Year
<b>RESIGNATIONS - SALARIED STAFF</b>			
<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Blackcloud, John	Personal	Life Skills Coach ELSC	6/7/2022
Conyers, Amy	Personal	Transition/Homeless Specialist Johnson	6/7/2022
Hatcher, Matthew	Personal	Physical Education Washington	7/14/2022
Oxley, Breanna	Personal	Social Studies Roosevelt	7/27/2022
Rodenkirk, Kyle	Personal	PE/Activity Coordinator Harding	7/27/2022
Wiley, Elisabeth	Personal	Engagement Specialist Jefferson	6/3/2022
<b>APPOINTMENTS - HOURLY STAFF</b>			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Abel, Cheryl	\$15.00	Food Service Asst Hiawatha	8/15/2022
Anderson, Hannah	\$15.56	Asst Manager Grant	8/15/2022
Bader, Brandon	\$19.45	Transportation Driver ELSC	8/15/2022

Balakrishnan, Priyadarshini	\$15.00	Paraprofessional Nixon	8/17/2022
Beadle, Lauren	\$15.00	Behavior Tech Grant	8/15/2022
Beck, Cassandra	\$16.02	Health Secretary Franklin	8/17/2022
Bennett, Emily	\$15.00	Paraprofessional Madison	8/8/2022
Blocker, Jason	\$15.00	Paraprofessional McKinley	8/17/2022
Bonwell, Darby	\$15.61	Attendance Secretary Metro	8/11/2022
Bruns, Gabrielle	\$15.00	Paraprofessional Wilson	8/11/2022
Bugge, Madyson	\$15.00	Paraprofessional Truman	8/17/2022
Charles, Beatrice	\$15.00	Bus Attendant ELSC	8/8/2022
Clark, Daverbalus	\$15.00	Paraprofessional Kennedy	8/15/2022
Courtney, Anna	\$15.00	Food Service Asst Washington	8/15/2022
Deal, Eric	\$17.42	Custodian II McKinley/Grant Wood	8/15/2022
Debe, Gabriel	\$19.45	Transportation Driver ELSC	8/15/2022
Dovi, Alphonse	\$17.65	Van Driver ELSC	8/15/2022
Engelhardt, John	\$19.45	Bus Driver ELSC	8/29/2022
Ericson, Jennifer	\$15.00	Paraprofessional West Willow	8/17/2022
Faircloth, Nicole	\$15.00	Paraprofessional Arthur	8/15/2022
Fenoglio, Angela	\$15.00	Paraprofessional Nixon	8/11/2022
Franck, Shannon	\$15.00	Paraprofessional Maple Grove	8/17/2022
Gatto, Marcia	\$17.42	Custodian II Floater ELSC	8/15/2022

Giles, Jenny	\$15.00	Paraprofessional Franklin	8/15/2022
Gregorson, Natalie	\$15.61	Media Secretary Wilson	8/17/2022
Hansen, Catherine	\$15.00	Food Service Asst Jefferson	8/22/2022
Hem, Colrita	\$15.56	Asst Manager Harding	8/15/2022
Hicks, Latrelle	\$15.00	Paraprofessional West Willow	8/15/2022
Hurt-Martin, Tayia	\$15.00	Paraprofessional Grant	8/15/2022
Jacobowitz, Melanie	\$15.00	Paraprofessional Grant Wood	8/17/2022
Johnson, Caitlin	\$15.00	Paraprofessional Viola Gibson	8/11/2022
Johnson, Lowell	\$17.65	Van Driver ELSC	8/29/2022
Johnson, Marrytess	\$15.00	Food Service Asst Nixon	8/22/2022
Lent, Dawn	\$15.28	Cashier Rosevelt	8/15/2022
Leonard, Valerie	\$15.00	Bus Attendant ELSC	8/29/2022
Lynch, Donald	\$19.45	Transportation Driver ELSC	8/29/2022
Martin, LaRia	\$19.92	Behavior Technician Nixon	8/15/2022
Martin, LaRia	\$15.00	Paraprofessional Nixon	8/15/2022
Martinez Castillo, Maria	\$15.00	Food Service Asst Van Buren	8/17/2022
McBride, Avery	\$15.00	Paraprofessional Washington	8/11/2022
McNabb, Dottie	\$15.00	Paraprofessional Kennedy	8/11/2022
Montoya, Kathleen	\$15.00	Paraprofessional Hiawatha	8/11/2022
Morgan, Jyl	\$15.00	Paraprofessional Harding	8/15/2022

Nemmers, Hannah	\$15.00	Food Service Asst Maple Grove	8/15/2022
Nodine, Lori	\$15.00	Food Service Asst Madison	8/15/2022
O'Connell, Richard	\$17.42	Custodian II McKinley	8/11/2022
Perkins, Sydney	\$15.00	Bus Attendant ELSC	8/15/2022
Peterson, Blenda	\$16.79	Principal Secretary Home School	8/11/2022
Pionek, Donald	\$17.42	Custodian II Floater ELSC	8/15/2022
Tood, Amber	\$15.00	Paraprofessional Taft	8/17/2022
VanOort, Amy	\$16.02	Health Secretary Garfield	8/15/2022
Wymore, Trisha	\$15.00	Food Service Asst Harrison	8/22/2022
Yousse, Dayton	\$15.00	Bus Attendant ELSC	8/15/2022

**GRANTING LEAVES OF ABSENCE - HOURLY STAFF**

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Davis, Wendy	General	Paraprofessional Harrison	2022-23 school year

**RESIGNATIONS - HOURLY STAFF**

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Akhter, Saba	Personal	Asst Manager Hiawatha	7/15/2022
Becicka, Rilea	Personal	Counselor Secretary Wilson	8/10/2022
Brecha, Rachel	Personal	Cashier Wilson	8/9/2022
Castro, Kathryn	Personal	Media Secretary Harding	6/3/2022
Cook, Lance	Personal (Never Started)	Custodian I Grant	8/11/2022
Gordon, Rachel	Personal	Paraprofessional Jefferson	6/1/2022
Janda, Summer	Personal	Paraprofessional Van Buren	6/1/2022

Morris, Nicole	Personal	Special Services Nurse West Willow	6/1/2022
Myers, Jordan	Personal	Cashier Roosevelt	7/11/2022
Ramirez, Marisol	Personal	Cook Wilson	8/10/2022
Reeves, Allison	Personal	Paraprofessional Harding	6/1/2022
Robinson, Anne	Personal	Paraprofessional Maple Grove	8/7/2022
Seeman, Nova	Personal	Paraprofessional Cleveland	6/1/2022
Straka, Kimbly	Personal	Cashier Wilson	8/3/2022
Stinger, Penny	Personal	Food Service Asst Viola Gibson	8/1/2022
Strong, Iris	Personal	Paraprofessional Garfield	6/1/2022
Trickey, Kimberly	Personal	Principal Secretary Harrison	8/15/2022
Truitt, Rachel	Personal	Food Service Asst Grant Wood	8/19/2022
<b>RETIREMENTS - HOURLY STAFF</b>			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Miller, Barbara		Cashier Roosevelt	7/11/2022



<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>FTE</b>	<b>OLD LEVEL</b>	<b>OLD BASE</b>	<b>OLD FTE BASE</b>	<b>NEW LEVEL</b>	<b>NEW FULL BASE</b>	<b>NEW FTE BASE</b>	<b>FTE COST</b>	<b>CODE</b>
Abkes	Tamara	1.0	MA+60	\$74,437	\$74,437	MA+75	\$76,670	\$76,670	\$2,233	1
Anderson	Melissa	1.0	MA+15	\$60,580	\$60,580	MA+30	\$63,609	\$63,609	\$3,029	1
Annis	Brian	1.0	MA	\$75,892	\$75,892	MA+15	\$79,687	\$79,687	\$3,795	1
Beatty	Katie	1.0	MA+60	\$77,237	\$77,237	MA+75	\$79,554	\$79,554	\$2,317	1
Bendlage	Alexander	1.0	MA	\$60,952	\$60,952	MA+15	\$64,000	\$64,000	\$3,048	1
Borcherding	Darci	1.0	BA+12	\$51,175	\$51,175	BA+24	\$53,478	\$53,478	\$2,303	1
Brune	Scott	1.0	MA+60	\$75,429	\$75,429	MA+75	\$77,692	\$77,692	\$2,263	1
Decker	Kristy	1.0	MA+75	\$84,156	\$84,156	MA+90	\$86,681	\$86,681	\$2,525	1
Dierks	Janna	1.0	MA+60	\$79,514	\$79,514	MA+75	\$81,899	\$81,899	\$2,385	1
Dvorak	Deborah	1.0	MA+45	\$81,420	\$81,420	MA+60	\$83,863	\$83,863	\$2,443	1
Edkin	Emily	1.0	MA+15	\$60,589	\$60,589	MA+30	\$63,618	\$63,618	\$3,029	1
Eiles	Karen	1.0	MA+45	\$80,568	\$80,568	MA+60	\$82,985	\$82,985	\$2,417	1
Fitzgerald	Kyle	1.0	MA+15	\$69,958	\$69,958	MA+30	\$73,456	\$73,456	\$3,498	1
Garbutt	Hope	1.0	BA	\$56,702	\$56,702	BA+12	\$59,254	\$59,254	\$2,552	1
Graham	Franceen	1.0	BA+24	\$59,843	\$59,843	BA+36	\$61,040	\$61,040	\$1,197	1
Haars	Melissa	1.0	MA	\$71,315	\$71,315	MA+15	\$74,881	\$74,881	\$3,566	1
Hatfield	Kristin	1.0	BA+24	\$67,251	\$67,251	BA+36	\$68,596	\$68,596	\$1,345	1
Hayes	Sarah	1.0	MA+15	\$64,530	\$64,530	MA+30	\$67,757	\$67,757	\$3,227	1
Hilton	Mark	1.0	MA+15	\$63,394	\$63,394	MA+30	\$66,564	\$66,564	\$3,170	1
Hook	Rachel	1.0	BA+24	\$53,059	\$53,059	MA	\$55,712	\$55,712	\$2,653	2
Jackson	Andrea	1.0	MA	\$67,414	\$67,414	MA+15	\$70,785	\$70,785	\$3,371	1
Kaalberg	Reid	1.0	BA+12	\$50,958	\$50,958	BA+24	\$53,251	\$53,251	\$2,293	1
Kaalberg	Reid	1.0	BA+24	\$53,251	\$53,251	MA	\$55,914	\$55,914	\$2,663	2
Kolthoff	Roberta	1.0	MA+60	\$84,712	\$84,712	MA+75	\$87,253	\$87,253	\$2,541	1
Kuennen	Elissa	1.0	MA+15	\$60,393	\$60,393	MA+30	\$63,413	\$63,413	\$3,020	1
Lange	Kelly	1.0	BA+36	\$55,508	\$55,508	BA+48	\$56,618	\$56,618	\$1,110	1
Lawyer	Gretchen	1.0	MA+30	\$65,239	\$65,239	MA+45	\$68,501	\$68,501	\$3,262	1
Lewis	Timothy	1.0	MA+60	\$91,860	\$91,860	MA+75	\$94,616	\$94,616	\$2,756	1
Lindo	Tasha	0.5	MA+30	\$72,459	\$36,230	MA+45	\$76,082	\$38,041	\$1,811	1
Litts	Angela	1.0	MA+60	\$83,600	\$83,600	MA+75	\$86,108	\$86,108	\$2,508	1
Logan	Lindsey	1.0	MA+30	\$70,240	\$70,240	MA+45	\$73,752	\$73,752	\$3,512	1
Machacek	Deborah	1.0	MA+45	\$94,419	\$94,419	MA+60	\$97,252	\$97,252	\$2,833	1
Martindale	Tina	1.0	BA	\$60,460	\$60,460	BA+12	\$63,181	\$63,181	\$2,721	1
Maus	Danielle	1.0	BA+12	\$50,958	\$50,958	BA+24	\$53,251	\$53,251	\$2,293	1
McWhinney	Sara	1.0	MA+15	\$72,309	\$72,309	MA+30	\$75,924	\$75,924	\$3,615	1
Meade	Beth	1.0	MA+60	\$85,302	\$85,302	MA+75	\$87,861	\$87,861	\$2,559	1
Melone	Dana	1.0	MA+30	\$74,283	\$74,283	MA+45	\$77,997	\$77,997	\$3,714	1

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>FTE</u>	<u>OLD LEVEL</u>	<u>OLD BASE</u>	<u>OLD FTE BASE</u>	<u>NEW LEVEL</u>	<u>NEW FULL BASE</u>	<u>NEW FTE BASE</u>	<u>FTE COST</u>	<u>CODE</u>
Miller	Melissa	1.0	BA+24	\$56,950	\$56,950	BA+36	\$58,089	\$58,089	\$1,139	1
Mnayer	Joseph	1.0	BA+12	\$51,232	\$51,232	BA+24	\$53,537	\$53,537	\$2,305	1
Mnayer	Joseph	1.0	BA+24	\$53,537	\$53,537	MA	\$56,214	\$56,214	\$2,677	2
Murray	Laura	1.0	MA+75	\$81,096	\$81,096	MA+90	\$83,529	\$83,529	\$2,433	1
Neff	Stephanie	1.0	MA+45	\$68,250	\$68,250	MA+60	\$70,298	\$70,298	\$2,048	1
Neff	Stephanie	1.0	MA+60	\$70,298	\$70,298	MA+75	\$72,407	\$72,407	\$2,109	1
Nekvinda	Jody	1.0	MA+75	\$84,165	\$84,165	MA+90	\$86,690	\$86,690	\$2,525	1
Ohloff	Elizabeth	1.0	MA	\$58,682	\$58,682	MA+15	\$61,616	\$61,616	\$2,934	1
Panoch	Michael	1.0	MA+45	\$80,956	\$80,956	MA+60	\$83,385	\$83,385	\$2,429	1
Parsons	Brandi	1.0	MA+15	\$65,926	\$65,926	MA+30	\$69,222	\$69,222	\$3,296	1
Patrick	Kodia	1.0	MA+45	\$68,250	\$68,250	MA+60	\$70,298	\$70,298	\$2,048	1
Reminiskey	Emily	1.0	MA+15	\$59,331	\$59,331	MA+30	\$62,298	\$62,298	\$2,967	1
Rima	David	1.0	BA+24	\$73,763	\$73,763	BA+36	\$75,238	\$75,238	\$1,475	1
Romano	Victoria	1.0	MA+45	\$70,653	\$70,653	MA+60	\$72,773	\$72,773	\$2,120	1
Rozendaal	Kelli	1.0	BA+24	\$63,989	\$63,989	MA	\$67,188	\$67,188	\$3,199	2
Rubocki	Sara	1.0	MA+60	\$82,919	\$82,919	MA+75	\$85,407	\$85,407	\$2,488	1
Ruff	Debra	1.0	BA+48	\$62,417	\$62,417	MA	\$63,041	\$63,041	\$624	2
Scheer	Julianne	1.0	BA+12	\$50,775	\$50,775	BA+24	\$53,060	\$53,060	\$2,285	1
Schmidt	Kelly	1.0	MA	\$55,852	\$55,852	MA+15	\$58,645	\$58,645	\$2,793	1
Sloma	Joseph	1.0	MA+15	\$63,394	\$63,394	MA+30	\$66,564	\$66,564	\$3,170	1
Stanek	Patrick	1.0	BA+12	\$51,232	\$51,232	BA+24	\$53,537	\$53,537	\$2,305	1
Toyne	Nathan	1.0	MA+30	\$73,742	\$73,742	MA+45	\$77,429	\$77,429	\$3,687	1
Vargas	Jennifer	1.0	BA	\$56,064	\$56,064	BA+12	\$58,587	\$58,587	\$2,523	1
Waters	Heather	1.0	BA+24	\$53,148	\$53,148	MA	\$55,805	\$55,805	\$2,657	2
Werkman	Diane	1.0	MA	\$70,952	\$70,952	MA+15	\$74,500	\$74,500	\$3,548	1
Whittle	Alicia	1.0	MA	\$71,696	\$71,696	MA+15	\$75,281	\$75,281	\$3,585	1
Wiedenman	Ellen	1.0	MA+75	\$82,775	\$82,775	MA+90	\$85,258	\$85,258	\$2,483	1
Wold	Hannah	1.0	BA+24	\$56,829	\$56,829	MA	\$59,670	\$59,670	\$2,841	2
Wood	Jason	1.0	MA+45	\$81,750	\$81,750	MA+60	\$84,203	\$84,203	\$2,453	1
Woodcock	Nicole	1.0	BA	\$47,745	\$47,745	BA+12	\$49,894	\$49,894	\$2,149	1
Woodcock	Nicole	1.0	BA+12	\$49,894	\$49,894	BA+24	\$52,139	\$52,139	\$2,245	1
Woodcock	Nicole	1.0	BA+24	\$52,139	\$52,139	MA	\$54,746	\$54,746	\$2,607	2
Zaehring	Natalie	1.0	BA+24	\$58,950	\$58,950	MA	\$61,898	\$61,898	\$2,948	2
Zahn	Suzanne	1.0	MA+75	\$81,679	\$81,679	MA+90	\$84,129	\$84,129	\$2,450	1
			TOTAL	\$4,772,396	\$4,736,167		\$4,959,325	\$4,921,284	\$185,117	

1. Additional graduate or in-service credit
2. Completion of advanced degree
3. National Board Certification 5% increase
4. Certification Exam for School Nurses 1% increase

## CONSENT AGENDA

**BA-23-042/03 Agreement - Cedar Rapids Community School District and Children of Promise Mentoring Program, Inc. - Data Sharing & Use - 2022-2023 School Year (Craig Barnum)**

Exhibit: BA-23-042/03.1-4

### **Action Item**

#### **Pertinent Fact(s):**

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

**Children of Promise Mentoring Program, Inc.** - data needed to aid in providing leadership training, skill development, and other programming to at-risk students of color.

#### **Recommendation:**

It is recommended that the Board of Education approve the Data Sharing Agreement between the Cedar Rapids Community School District and Children of Promise Mentoring Program Inc. for the 2022-2023 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 6/30/2023.

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.).

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: 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 6/30/2023.

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

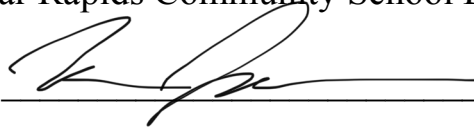
- a. The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact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

Table with 2 columns: PROVIDER: and RECIPIENTS: containing contact information for Cedar Rapids Community School District and Daniel Pledge-Johnson, MSW.

PROVIDER:

RECIPIENTS:

Cedar Rapids Community School District

By:  \_\_\_\_\_

By:

\_\_\_\_\_  
Board Secretary

Date: 8/11/22  
\_\_\_\_\_

Date:

## CONSENT AGENDA

**BA-23-071**      **Approval - Cedar Rapids Metro Economic Alliance Membership Renewal-  
2022-2023 School Year (Noreen Bush)**

Exhibit: BA-23-071.1

### **Action Item**

### **Pertinent Fact(s):**

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

### **Recommendation:**

It is recommended that the Board of Education approve the on-going Cedar Rapids Metro Economic Alliance Membership Renewal for the 2022-2023 School Year.





# Invoice

112316

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

**Invoicing Date:** 06/01/2022  
**Member ID:** 288  
**Invoice Due:** 07/01/2022

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

Description	Qty	Rate	Amount
Investment Dues - Investor 07/01/2022 to 06/30/2023	1	0.00	3,500.00
<p>_____ Laurel A. Day Date</p>			

Customer dues in the Economic Alliance may be tax deductible as an ordinary and necessary business expense. Dues paid to the Alliance are not a charitable tax deduction for federal income tax purposes. The Alliance is not a charity, but serves as an advocate organization for area business. Effective 1-1-94 a portion of dues is not deductible as an ordinary and necessary business expense to the extent that the Economic Alliance engages in state and federal lobbying. The non-deductible portion of dues is 4.45%.

<b>Total:</b>	<b>3,500.00</b>
<b>Amt Paid:</b>	<b>0.00</b>
<b>Balance Due:</b>	<b>3,500.00</b>

Thank you for your continued support!



Member ID	Invoice	Due Date	Total Due	Total Payment Enclosed
288	112316	07/01/2022	\$3,500.00	\$

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

**Make checks payable to:**  
**Cedar Rapids Metro  
Economic Alliance  
501 First Street SE  
Cedar Rapids, IA 52401**

Card No. \_\_\_\_\_

Exp. Date \_\_\_\_\_ Sec. Code \_\_\_\_\_

Signature \_\_\_\_\_

I elect Automatic Membership Renewal (*Credit card transactions only.*)

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

**Pay your invoice on-line at [www.cedarrapids.org](http://www.cedarrapids.org). (For login information contact 319.398.5317)**

## CONSENT AGENDA

**BA-23-072      Agreement – Cedar Rapids Community School District and City of Cedar Rapids - Police Pal Programming – 2022-2023 School Year (Eric Christenson)**

Exhibit: BA-23-072.1-4

### **Action Item**

#### **Pertinent Fact(s):**

The City of Cedar Rapids - Cedar Rapids Police Department (CRPD) delivers safety lessons to CRCSD students each school year reaching students in grades K-5 in the Fall and grades Pre-K -3 in the Spring at no charge to the CRCSD. They also provide support for facilitating relationships between students, families, staff and CRPD personnel at all elementary schools.

#### **Recommendation:**

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and the City of Cedar Rapids - Police Pal Programming for the 2022-2023 School Year.

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

THIS AGREEMENT is made and entered into by and between the Cedar Rapids Community School District and City of Cedar Rapids, Iowa. The parties agree as follows:

### 1. PURPOSE

The purpose of this Agreement is to provide Police Pal services as set out in Attachment A through the coordination of resources and other joint and cooperative action between the District and the City to support student welfare and academic achievement.

### 2. TERM

The term of this Agreement shall be from July 1, 2022 to June 30, 2023. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

### 3. RESPONSIBILITIES OF THE PARTIES

The City agrees to the following:

- A. The City, through Cedar Rapids Police Officers, shall provide the services outlined in Attachment A, Scope of Services in all of the District's elementary schools.
- B. The City shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of the City. The employees of the City shall comply with the law and the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- C. City employees may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. The City shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- D. City employees providing services under this Agreement will defer the responsibility of disciplining students to the District. No City employee providing services under this Agreement will be responsible for disciplining students. However, if a District principal believes an incident should be referred to law enforcement, the principal may contact a Cedar Rapids Police Officer and the officer shall determine whether law enforcement action, if any, is appropriate under the circumstances.

The District agrees to the following:

- A. Provide space, equipment, and adequate supervision of students for City employee presentations;
- B. Follow through to support lessons after City employee presentations;
- C. Model respect and cooperation with City employees in all interactions in the presence of students;
- D. Retain responsibility for disciplining students.

#### 4. EACH PARTY RESPONSIBLE FOR THEIR OWN ACTS

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

#### 5. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. The Executive Director of Equity shall be designated as the administrator of the Agreement.
- B. This Agreement is by and between the parties only. There are no third party beneficiaries to this Agreement.
- C. No separate budget shall be established in connection with this Agreement. The District and the City shall maintain within their own budgets the appropriate allocation(s) for their respective obligations under this Agreement.
- D. No real or personal property shall be acquired or held jointly in the execution of this Agreement. Upon termination of this Agreement, each party shall retain any real or personal property purchased by it.
- E. Nothing in this Agreement shall be construed as giving the District the right or responsibility to control the professional judgment or actions of any City employee.

#### 6. NON-DISCRIMINATION ASSURANCE

The City will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills does not occur consistent with the applicable requirements of the law and District policies and regulations.

## 7. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice. Said notice shall be sent by certified mail to the party designated in paragraph 8 herein and shall be effective forty-eight hours after the notice is deposited in the United States mail.

## 8. CONTACT PERSON

The Contact Persons shall serve until the expiration of the Agreement or until a party designates a substitute Contact Person in writing. 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 authorized representatives of both parties. The Contact Persons are as follows:

**Eric Christenson**

Executive Director  
Cedar Rapids Community School District

**Laura Faircloth**

Sergeant  
Cedar Rapids Police Department

**Cedar Rapids Community School District**

By: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

**City of Cedar Rapids, Iowa**

By: \_\_\_\_\_  
Jeff Pomeranz, City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Amy Stevenson, City Clerk

Date: \_\_\_\_\_

## ATTACHMENT A SCOPE OF SERVICES

The City will provide the following services to the District:

1. Deliver safety lessons which focus on the following topics by grade level:

### **Fall**

- K – Introduction of officer/uniform
- 1<sup>st</sup> – Walking to/from school, being home alone, and 911
- 2<sup>nd</sup> – Personal safety and strangers
- 3<sup>rd</sup> – McGruff's bully alert
- 4<sup>th</sup> – Shoplifting
- 5<sup>th</sup> – Internet Safety

### **Spring**

- Pre-School – (at the District's option)
- K – Stranger danger
- 1<sup>st</sup> – Respect for authority and others' property
- 2<sup>nd</sup> – Gun safety
- 3<sup>rd</sup> – Bicycle safety

2. Interact with students and families to build respect for and rapport with the City, the District, and City and District employees;

## CONSENT AGENDA

**BA-23-073      Tabulation - iMac Computers - 2022-2023 School Year (Jeff Lucas)**

### **Action Item**

#### **Pertinent Fact(s):**

Due to unexpected circumstances, per Board Regulation 702.1a, the purchase of new iMac computers for the High School Art programs is in progress to meet the need for replacement prior to the return of students and staff in August. The emergency purchase was made due to limitations on order lead-time and the start of the new school year.

#### **Recommendation:**

It is recommended that the Board of Education approve the Tabulation - iMac Computers for the 2022-2023 School Year.

## CONSENT AGENDA

**BA-23-074      Approval – Kennedy High School - Pavement Improvements Project - Change Order #1 (Jason Lietz)**

Exhibit: BA-23-074.1

### **Action Item**

#### **Pertinent Fact(s):**

1. Midwest Concrete, Inc. is the contractor for this project with a contract amount of \$511,746.67, and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL).
2. Midwest Concrete, Inc., is requesting a Change Order in the amount of \$12,804.52, for a new contract amount of \$524,551.19.
  - COR 01 results from an owner's request requiring subgrade stabilization
  - COR 02 results from an owner's request requiring conduit replacement.
  - COR 04 results from an owner's request requiring subgrade stabilization.

#### **Recommendation:**

It is recommended that the Board of Education approve Change Order #1 to Midwest Concrete, Inc., for the Kennedy High School - Pavement Improvements Project.




**AIA® Document G701™ – 2017**

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> CRCSO 2022-23 Paving Replacements - Kennedy High School Cedar Rapids, Iowa	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: April 26, 2022	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 01  Date: August 8, 2022
<b>OWNER:</b> <i>(Name and address)</i> Cedar Rapids Community School District Educational Leadership Support Center 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<b>ARCHITECT:</b> <i>(Name and address)</i> Solum Lang Architects, LLC 1101 Old Marion Road NE Cedar Rapids, Iowa 52402	<b>CONTRACTOR:</b> <i>(Name and address)</i> Midwest Concrete, Inc. 9835 Cottingham Road Peosta, Iowa 52068

### THE CONTRACT IS CHANGED AS FOLLOWS:

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

Per COR 01 (attached) - Subgrade Stabilization, ADD \$5,183.00

Per COR 02 (attached) - Conduit Replacement, ADD \$6,161.52

Per COR 04 (attached) - Subgrade Stabilization, ADD \$1,460.00

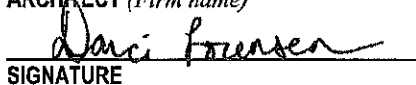
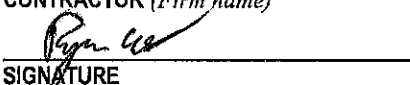
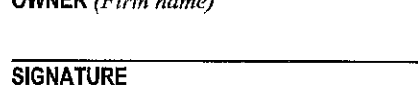
The original Contract Sum was	\$ 511,746.67
The net change by previously authorized Change Orders	\$ 12,804.52
The Contract Sum prior to this Change Order was	\$ 524,551.19
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 524,551.19

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

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

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

Solum Lang Architects, LLC <b>ARCHITECT</b> <i>(Firm name)</i>	Midwest Concrete, Inc. <b>CONTRACTOR</b> <i>(Firm name)</i>	Cedar Rapids Community School District <b>OWNER</b> <i>(Firm name)</i>
 <b>SIGNATURE</b>	 <b>SIGNATURE</b>	 <b>SIGNATURE</b>
Darci Lorensen, Associate + Architect <b>PRINTED NAME AND TITLE</b>	Ryan Coates, President <b>PRINTED NAME AND TITLE</b>	Laurel Day, Board Secretary <b>PRINTED NAME AND TITLE</b>
August 8, 2022 <b>DATE</b>	8-8-22 <b>DATE</b>	<b>DATE</b>

## CONSENT AGENDA

**BA-23-075      Approval – Jackson Elementary School - Demolition Package - Change Order #1  
(Jon Galbraith)**

Exhibit: BA-23-075.1

### **Action Item**

#### **Pertinent Fact(s):**

1. DWZ Company is the contractor for the project with a contract amount of \$163,299, and the source of funding is the Secure an Advanced Vision for Education Fund (SAVE).
2. DWZ is requesting a Change Order in the amount of \$7,663.90, for a new contract amount of \$170,962.90.
  - COR 001 results from an unforeseen condition requiring extra asbestos removal.

#### **Recommendation:**

It is recommended that the Board of Education approve Change Order #1 to DWZ Company for the Jackson Elementary School - Demolition Package.


**AIA** Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
20220001

6225 1<sup>st</sup> Ave NW  
Cedar Rapids, IA 52405

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

**CONTRACT INFORMATION:**  
Contract For: Jackson Elementary  
Demolition  
Date: March 1<sup>st</sup>, 2022

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

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date: July 28, 2022

**CONTRACTOR:** *(Name and address)*  
DWZ Company  
1775 Commercial Drive  
Walford, Iowa 52351

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

COR 001 Extra Asbestos Removal	\$7,663.90
Total:	\$7,663.90

The original Contract Sum was	\$ 163,299.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 163,299.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 7,663.90
The new Contract Sum including this Change Order will be	\$ 170,962.90

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

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

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

OPN Architects _____ <b>ARCHITECT</b> <i>(Firm name)</i>	DWZ Company _____ <b>CONTRACTOR</b> <i>(Firm name)</i>	Cedar Rapids Community School District _____ <b>OWNER</b> <i>(Firm name)</i>
 _____ <b>SIGNATURE</b>	 _____ <b>SIGNATURE</b>	_____ <b>SIGNATURE</b>
Chad Schumacher _____ <b>PRINTED NAME AND TITLE</b>	Kyle Fisher - General Manager _____ <b>PRINTED NAME AND TITLE</b>	Laurel Day - Board Secretary _____ <b>PRINTED NAME AND TITLE</b>
7.28.22 _____ <b>DATE</b>	8/1/22 _____ <b>DATE</b>	_____ <b>DATE</b>

## CONSENT AGENDA

**BA-23-076      Approval – Permanent Easement - Kingston Stadium (Chris Gates)**

Exhibit: BA-23-076.1-6

### **Action Item**

#### **Pertinent Fact(s):**

1. The City of Cedar Rapids is requesting a permanent sanitary sewer easement at Kingston Stadium. The area in question contains approximately 667 square feet. The District has no intention of building on the property nor should the permanent easement cause any future hardship to the District.
2. The City of Cedar Rapids shall pay the District \$1.00, plus attorney fees and publishing fees of \$2,500. Board acceptance of the permanent easement agreement is contingent on the outcome of the Public Hearing and final Board action.

#### **Recommendation:**

It is recommended that the Board of Education approve the Permanent Easement – Kingston Stadium - with the City of Cedar Rapids.

## RESOLUTION

WHEREAS, the City of Cedar Rapids, Iowa, has presented a proposal for a permanent easement on real estate owned by the Cedar Rapids Community School District ("District"), more particularly, located at the Kingston Stadium property located at 907 15th Street SW, Cedar Rapids, Iowa, and legally described as:

See attached Exhibit A. ("Property")

WHEREAS, the purpose of the permanent easement is to allow the City of Cedar Rapids to construct, reconstruct, maintain, expand, operate, repair, and patrol and remove sewer utilities and other necessary fixes; and

WHEREAS, the City of Cedar Rapids proposal offers compensation to the District in the amount \$1.00 for the permanency easement of said property, and \$2,500.00 for attorney fees and publishing fees; and

WHEREAS, the other specific terms of permanent easement are included, attached hereto as Exhibit A; and

WHEREAS, it is appropriate pursuant to Iowa Code Section 297.22 to publish Notice of the proposed permanent easement and of the hearing and to receive and consider objections and petitions.


NOW, THEREFORE, be it resolved by the Board of Directors of the Cedar Rapids Community School District:

Section 1. That this Board shall set a public hearing on the conveyance of the easement on the above-described Property for August 22, 2022 at 5:30 p.m. in the Cedar Rapids Community School District Board Room located in the Educational Leadership and Support Center located at 2500 Edgewood Blvd. NW, Cedar Rapids, Iowa.

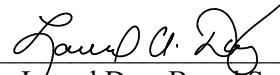
Section 2. That the Secretary is authorized and directed to prepare, publish and distribute the Notice of Hearing.

PASSED AND APPROVED this 8th day of August 2022.

CEDAR RAPIDS COMMUNITY SCHOOL  
DISTRICT

By:   
David Tominsky, Board President

Attest:

By:   
Laurel Day, Board Secretary

## PERMANENT SANITARY SEWER EASEMENT

This instrument made this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, Owner (hereinafter referred to as GRANTOR) of the following described property:

A parcel of land located in the West 667 feet of the East Half of the Southwest Quarter of Section 29, Township 83 North, Range 7 West of the Fifth Principal Meridian, Cedar Rapids, Linn County, Iowa

in the City of Cedar Rapids, Iowa

WHEREAS, the owner in fee simple of the real property known and described as set out above is the GRANTOR, and

WHEREAS, the GRANTOR has agreed to give to the City of Cedar Rapids, Iowa, a perpetual and continual easement for the purpose of constructing, reconstructing and maintaining said sanitary sewer upon a portion of the real property of the GRANTOR, for consideration of \$1.00 and other valuable considerations duly paid and acknowledged.

THEREFORE, for the above consideration the GRANTOR hereby grants unto the City of Cedar Rapids, Iowa and its successors, heirs and/or assigns a perpetual and continual easement for the purpose of constructing, reconstructing and maintaining the sanitary sewer upon and under the following portions of the above described property:

See Attached Permanent Sanitary Sewer Easement Exhibit

The GRANTOR further agrees to erect no buildings, obstructions or other improvements upon or under the property covered by this Easement which would interfere with the construction, reconstruction or maintenance of said sanitary sewer without first obtaining permission from the City of Cedar Rapids, Iowa,

The GRANTOR agrees to protect defend, and hold the City of Cedar Rapids, Iowa, harmless from any and all damages or claims for damages that might arise or accrue as a result of acceptance and recording of this Easement.

The Easement and rights herein described shall be binding upon the GRANTOR, its successors, heirs and/or assigns.



Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

CEDAR RAPIDS COMMUNITY  
SCHOOL DISTRICT:

By: \_\_\_\_\_  
David Tominsky, Board President

STATE OF IOWA, COUNTY OF LINN) ss:

This instrument was acknowledged before me on \_\_\_\_\_,  
2022, by David Tominsky, as Board President of Cedar Rapids Community School  
District.

\_\_\_\_\_  
Notary Public in and for said State

Index Legend	
Location:	E1/2 SW1/4 Section 29, Township 83 N, Range 7 W
Requestor:	City of Cedar Rapids
Proprietor:	C R Community School District
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401   (319) 365-9565

# PERMANENT EASEMENT

EXHIBIT 01-P

PERMANENT SANITARY SEWER EASEMENT BEING CONVEYED TO THE CITY OF CEDAR RAPIDS  
907 15TH STREET SW  
PARCEL 01

**LEGAL DESCRIPTION:**

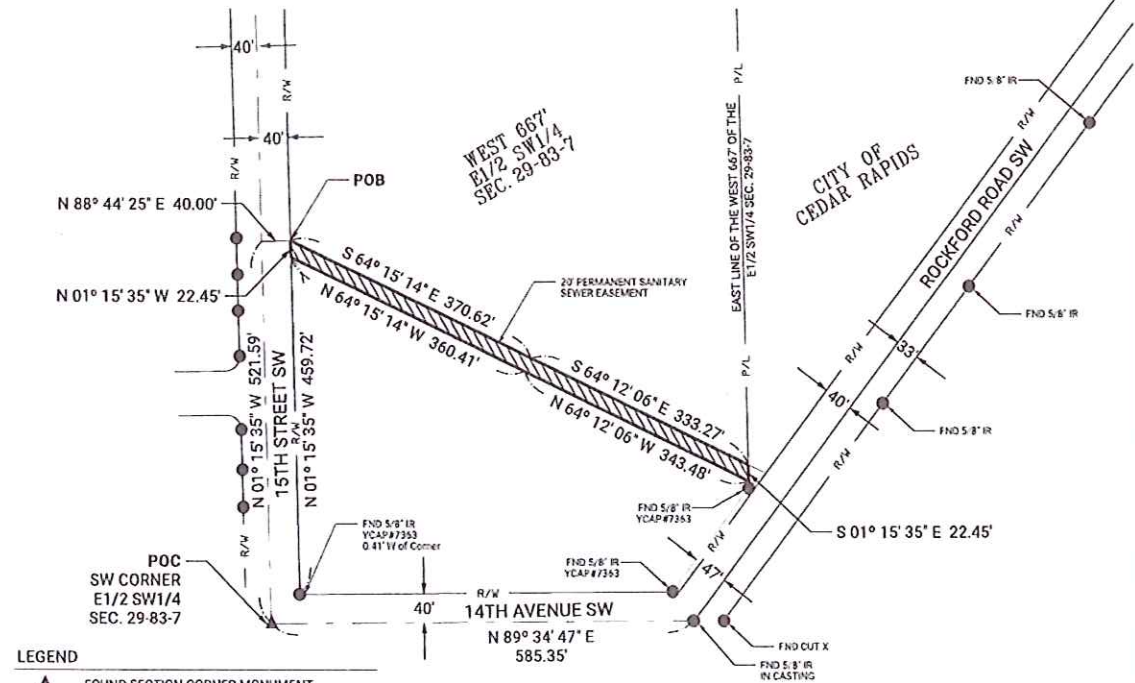
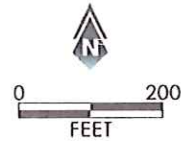
A PARCEL OF LAND LOCATED IN THE WEST 667 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 83 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR RAPIDS, LINN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29, THENCE NORTH 01° 15' 35" WEST, 521.59 FEET ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, THENCE NORTH 88° 44' 25" EAST, 40.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 15TH STREET SW AND TO THE POINT OF BEGINNING; THENCE SOUTH 64° 15' 14" EAST, 370.62 FEET; THENCE SOUTH 64° 12' 06" EAST, 333.27 FEET TO THE EAST LINE OF THE WEST 667 FEET OF SAID EAST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 01° 15' 35" EAST, 22.45 FEET ALONG SAID LINE; THENCE NORTH 64° 12' 06" WEST, 343.48 FEET; THENCE NORTH 64° 15' 14" WEST, 360.41 FEET TO THE EAST RIGHT-OF-WAY LINE OF 15TH STREET SW; THENCE NORTH 01° 15' 35" WEST, 22.45 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

PROPERTY OWNER:  
C R COMMUNITY  
SCHOOL DISTRICT  
2500 EDGEWOOD ROAD NW  
CEDAR RAPIDS, IA 52405

SAID TRACT CONTAINS 14,078 SQUARE FEET OR 0.32 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

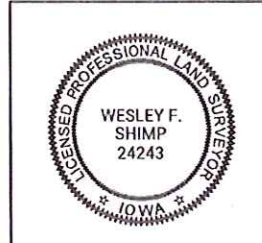
FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT (LINN COUNTY CONTROL).



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- R/W — RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- P/L — PROPERTY LINE
- ▨ PERMANENT SANITARY SEWER EASEMENT

FIELD SURVEY COMPLETED: MAY 2022



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Wesley Shimp* 7/19/2022  
 WESLEY F. SHIMP, P.L.S. DATE  
 License Number: 24243  
 My license renewal date is DECEMBER 31, 2022.  
 Pages or sheets covered by this set:  
 1 of 1

SURVEY FOR:  
CITY OF CEDAR RAPIDS  
500 15TH AVENUE SW  
CEDAR RAPIDS, IA 52404  
PHONE: (319) 286-5802

FOTH PROJECT NO. 20C002-02 DATE: 7/19/2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
1 OF 1



ACCEPTANCE OF PROVISIONS OF RESOLUTION NO. \_\_\_\_\_

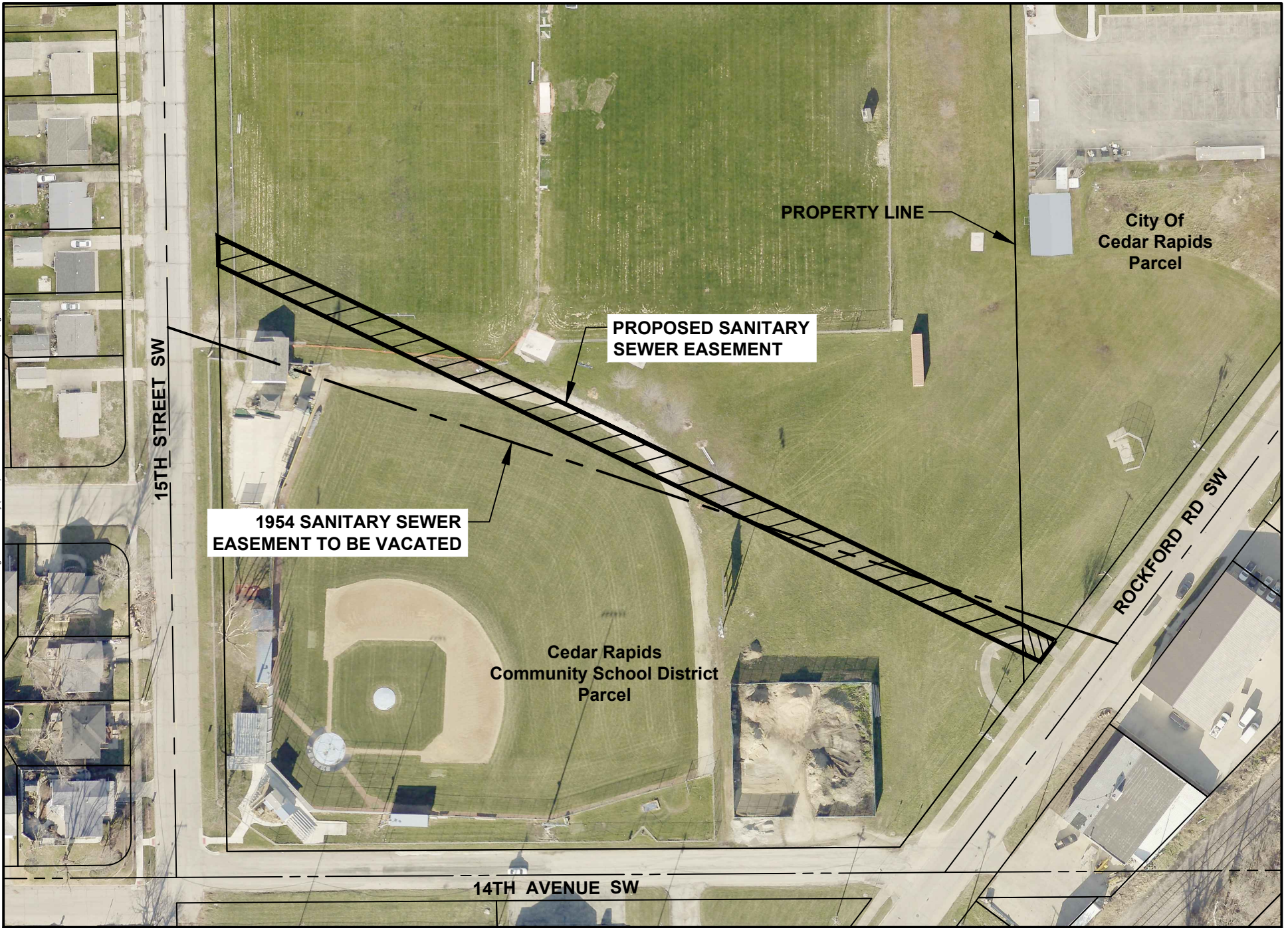
The undersigned hereby accepts all the terms and conditions of the attached Resolution and agrees that the same shall be binding upon undersigned, successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

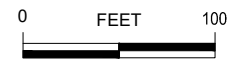
CEDAR RAPIDS COMMUNITY  
SCHOOL DISTRICT:

By: \_\_\_\_\_  
David Tominsky, Board President

Cadd File Name: W:\REAL ESTATE AND ROW MANAGEMENT\ROW - VAC - DISPOSITION\41 - ROW MGMT\EASE-032935-2022\_Kingston Main Facility (CRSD)\CADD FILE\EASE-032935-2022\_Courset Map.dwg



**SANITARY SEWER EASEMENT VACATION AND  
PROPOSED SANITARY SEWER EASEMENT**



EASE-032935-2022



## CONSENT AGENDA

**BA-23-077**      **Agreement – Cedar Rapids Community School District and Riverside Insights LLC - Cognitive Abilities Test Form 7 – 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-23-077.1-3

### **Action Item**

### **Pertinent Fact(s):**

The Cedar Rapids Community School District supports the implementation of a universal screening tool that would aid in the selection of talented and gifted students across the District. The proposal is the annual screening of all fourth grade students with the online Cognitive Abilities Test Form 7 (CogAT 7).

### **Recommendation:**

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Riverside Insights LLC - Cognitive Abilities Test Form 7 for the 2022-2023 School Year.



## Quote

Prepared For

# Cedar Rapids Cmty School Dist

Cedar Rapids Cmty School Dist  
2500 Edgewood Rd NW  
Cedar Rapids IA 52405-1015  
United States

For the Purchase of:

## CogAT licenses

For additional information or questions, please contact:

**Jeff Cachur**  
[jeff.cachur@riversideinsights.com](mailto:jeff.cachur@riversideinsights.com)

RIVERSIDE INSIGHTS

Attention:  
Chad Hageman  
[chageman@crschools.us](mailto:chageman@crschools.us)

Riverside Insights  
One Pierce Place Suite 900W  
Itasca, IL 60143  
PHONE: 800-323-9540  
[orders@service.riversideinsights.com](mailto:orders@service.riversideinsights.com)

## Quote For Cedar Rapids Cmty School Dist

Material No	Title	List Price	Sale Price	Quantity	Purchase/ Amount
2000018	Cognitive Abilities Test (CogAT) Form 7 Online Testing Levels 5/6-17/18	\$15.25	\$15.25	1,150	\$17,537.50
<b>Subtotal</b>					<b>\$17,537.50</b>

Thank you,  
**Jeff Cachur | Assessment Consultant |**  
**jeff.cachur@riversideinsights.com**

<b>Subtotal Purchase Amount:</b>	\$17,537.50
<b>Shipping &amp; Handling:</b>	\$0.00
<b>Sales Tax:</b>	\$0.00
<b>Total Cost of Quote (PO Amount):</b>	<b>\$17,537.50</b>

**RIVERSIDE INSIGHTS**

Attention:  
 Chad Hageman  
 chageman@crschools.us

Riverside Insights  
 One Pierce Place Suite 900W  
 Itasca, IL 60143  
 PHONE: 800-323-9540  
 orders@service.riversideinsights.com

## Quote For Cedar Rapids Cmty School Dist

**Total Cost of Quote (PO Amount) : \$17,537.50**

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this Quote with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print Materials
  - Point of Contact for Digital Materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct Ship to and Bill to information on the Quote.

**Ship To:**  
 Cedar Rapids Cmty School Dist  
 2500 Edgewood Rd NW  
 Cedar Rapids IA 52405-1015  
 United States

**Bill to:**  
 802837  
 Cedar Rapids Cmty School Dist  
 2500 Edgewood Rd NW  
 Cedar Rapids IA 52405-1015  
 United States

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your Quote are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: <http://www.riversideinsights.com>

**Date Of Quote: 6/13/2022**

**Quote Expiration Date: 9/11/2022**

**RIVERSIDE INSIGHTS**

Attention:  
Chad Hageman  
chageman@crschools.us

Riverside Insights  
One Pierce Place Suite 900W  
Itasca, IL 60143  
PHONE: 800-323-9540  
orders@service.riversideinsights.com

## CONSENT AGENDA

**BA-23-078      Agreement – Cedar Rapids Community School District and Cedar Rapids Opera Theatre – 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-23-078.1-8

### **Action Item**

#### **Pertinent Fact(s):**

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

#### **Recommendation:**

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and the Cedar Rapids Opera Theatre for the 2022-2023 School Year.

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

THIS AGREEMENT is made and entered into on the **13th day of June, 2022**, by and between the Cedar Rapids Community School District (the “District”) and the **Cedar Rapids Opera**. The parties agree as follows:

## 1. PURPOSE

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

## 2. TERM

The term of this Agreement shall be from **August 1, 2022 to July 31, 2023**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

## 3. RESPONSIBILITIES OF THE PARTIES

**Cedar Rapids Opera agrees to the following:**

### A. Type/Location of Services

#### Visiting Artists in Schools

1. Cedar Rapids Opera will provide professional performers, stage director, and musical director for visits in participating CRCSD elementary schools (maximum of 10) to present the Young Artists School Outreach program, Charlie and the Wolf, a new opera by Dave Ragland & Mary McCallum. Performances will take place at the following elementary schools in January, 2023: Arthur, Coolidge, Erskine, Garfield, Grant, Hiawatha, Hoover, Jackson, Kenwood Leadership Academy (make-up from 2020 if possible), Truman, and Viola Gibson
2. Cedar Rapids Opera will provide a teacher guide, consistent with CRCSD curriculum, for student preparation/follow-up to all participating schools.
3. Cedar Rapids Opera will develop a schedule with individual building principals/designee and provide a courtesy copy to CRCSD Curriculum Office (c/o Julie Meyer) for Director of Teaching and Learning and Music Facilitator.



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

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

**The DISTRICT agrees to the following:**

**A. Visiting Artists in Schools**

- 1. CRCSD will provide pre-performance rehearsal and performance space and equipment (note: full size/tuned piano) as appropriate/requested**
- 2. CRCSD music facilitator will facilitate distribution of the related teacher guide, consistent with CRCSD curriculum, for student preparation/follow-up to all participating schools**
- B. Ensure each Building Administrator works collaboratively with **Cedar Rapids Opera** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- C. Execute a Data Sharing Agreement, identifying required output and outcome measures, and develop a reporting mechanism for monthly and bi-annual data reports.
- D. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.
- E. *Disburse funding in payment within 30 days of receipt of an invoice.*

**CROT to CRCSD**

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

**CRCSD to CROT**

- 1. Negotiated package: CRCSD will pay CROT \$2,000 to help defray cost of the Young Artists School Outreach program school performances
- 2. CROT will invoice the CRCSD, prior to December 30, **2022**

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

3. Invoice will be paid by check to CROT in February **2023**.

## 4. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

**3. Workers Compensation and Employer’s Liability**

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

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

**4. Umbrella Liability:**

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

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

**5. Professional Liability:**

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

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

## 5. ADMINISTRATION

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

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

## 6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

## 7. NON-DISCRIMINATION ASSURANCE

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

## 8. TERMINATION

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

## 9. CONTACT PERSON

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

<p><b><u>CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT</u></b> Beth Davies, Music Facilitator Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4126 <a href="mailto:bdavies@crschools.us">bdavies@crschools.us</a></p>	<p><b><u>CEDAR RAPIDS OPERA THEATRE</u></b> Ashley Shields, Executive Director Cedar Rapids Opera 425 Second St SE, Suite 960 Cedar Rapids, IA 52401 319-365-7401 office <a href="mailto:executive.director@cropera.org">executive.director@cropera.org</a></p>
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### **Cedar Rapids Community School District**

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

### **[Organization]**

By: \_\_\_\_\_  
  
Executive Director

Date: \_\_\_\_\_ 6-22-22 \_\_\_\_\_

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

## CONSENT AGENDA

**BA-23-079 Agreement - Cedar Rapids Community School District and MJ Care Inc. - Medicaid Billing - 2022-2024 School Years (Lisa Glenn/Wendy Parker)**

Exhibit: BA-23-079.1-6

### **Action Item**

#### **Pertinent Fact(s):**

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

#### **Recommendation:**

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and MJ Care Inc. - Medicaid Billing for the 2022-2024 School Years.



## AGREEMENT

This Agreement made this 1st day of August 2022 by and between **MJ Care, Inc.**, 2725 S. Moorland Road, Suite 301, New Berlin, WI, 53151 (hereinafter called “MJC”) and **Cedar Rapids Community School District**, 2500 Edgewood Rd NW, Cedar Rapids, IT, 52405 (hereinafter called “The District”).

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

Now therefore, it is hereby agreed as follows:

### MJ Care Responsibilities

1. Software Access. MJC will give The District the ability to access and use the MJC Medicaid billing software and, without additional cost, any updates or upgrades generally made available by MJC to its licensees from time to time during the Agreement term and any renewals (the “Software”) that will include the following capabilities:
  - Electronic access from any Internet-capable computer, without restriction as to the number of simultaneous District users
  - Adding and changing service provider caseloads in the web-based program
  - Web-based treatment plan for The District service providers to report and document service data
  - Reset and unlock all users in the web-based program
  - Claim submissions
  - Standard and customized management reports to track claims submission, supporting documentation and revenue.
  
2. Training. MJC will provide training to The District’s service providers on procedures, documentation and the web-based software program. The documentation provided to The District describing the Software (the “Documentation”) shall include all technical and functional specifications and other such information as may be reasonably necessary for the effective use of the Software. Administrative staff will be trained on the use of the web-based software program. MJC will provide subsequent training from time to time as reasonably requested by The District on changes in federal/state program requirements, software upgrades and MJC policies and procedures. Procedures and Documentation will include, but not be limited to:
  - Covered services
  - Parent notification/parent consent
  - Individualized Education Program (“IEP”) review and annual updates
  - Documentation requirements
  - Billing forms and online data entry screens
  - Transportation
  - Office procedures
  - Proper documentation and preparation for and during an audit
  
3. Hardware and Software. MJC will provide, at its offices, the computer hardware and software necessary to provide the Services described in this Agreement.

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

### **The District Responsibilities**

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

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

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

### **Other Terms and Conditions**

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

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

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

21. Liability. Neither party shall be liable to the other for any indirect, incidental, special, exemplary, punitive or consequential damages, whether in tort, contract, strict liability or otherwise. \_
22. Indemnification. MJC agrees to defend, indemnify and hold The District and its officers, directors, employees, agents, affiliates, successors and assigns (each, an "indemnified Party") harmless against and from any and all damages, interest, penalties, costs and fees (collectively, "damages") proximately caused by (1) any negligent or more culpable act or omission by MJC in connection with MJC's performance of its obligations under this Agreement; or (2) any failure by MJC to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement. In the event any actions or proceedings are commenced against an Indemnified Party for which it may seek to be defended, indemnified or held harmless under this paragraph, the Indemnified Party shall, within ten (10) days of the commencement of the action or proceeding, notify MJC in writing. The Indemnified Party shall cooperate with MJC in MJC's defense of such action or proceeding.
23. Effective Date. This Agreement shall be effective on August 1, 2022.
24. Term and Termination. This Agreement shall be for a two-year term. Either party may provide written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding any other provision herein, this Agreement may be terminated for cause by either party based on a material breach by the other party of this Agreement, with thirty (30) days prior written notice to the other party; provided, that the breach is not cured during the thirty (30) day notice period.

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

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

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

25. Warranties. MJC warrants and represents that:

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

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

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

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

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

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

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

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

If to MJC, to:            Lisa Mueller  
                                  2725 S. Moorland Road, Suite 301  
                                  New Berlin, WI 53151

If to The District, to:  
                                  Lisa Glenn  
                                  2500 Edgewood Road NW  
                                  Cedar Rapids, IA, 52405

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

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

**MJ Care, Inc.**

By: \_\_\_\_\_  
Lisa Mueller  
VP of Operations

\_\_\_\_\_  
Date

**Cedar Rapids Community School District**

By: \_\_\_\_\_  
Laurel A. Day  
Board Secretary

\_\_\_\_\_  
Date

## CONSENT AGENDA

**BA-23-080      Final Approval – Roosevelt Creative Corridor Business Academy – Lift Replacement Project - Certificate of Substantial Completion (Chris Gates/Mike Pitcher)**

Exhibit: BA-23-080.1-3

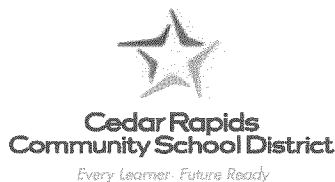
### **Action Item**

### **Pertinent Fact(s):**

The project was completed for the original contract price of \$38,307.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on August 8, 2022.

### **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 - Roosevelt Creative Corridor Business Academy - Lift Replacement Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Roosevelt Chairlift Replacement

CONTRACTOR: AEL 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: \$38,307  
 CHANGE ORDERS: \$ 0.00  
 CONTRACT TOTAL \$38,307

CONTRACT DATE: June 7, 2022

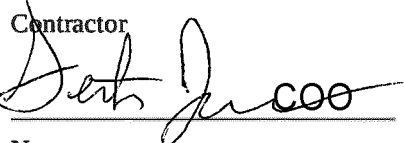
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Complete removal of old chair lift and installation of new lift per the plans and specifications.

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

8.10.22

Date

Project Supervisor



Name

08108122  
 Date

Formal board action taken on \_\_\_\_\_ accepted the project.

Board of Education Secretary \_\_\_\_\_ Date \_\_\_\_\_



**INVOICE**

Branch Offices

Des Moines, IA (515) 243-8000  
Kansas City, MO (816) 822-2192  
Oklahoma City, OK (405) 381-9009  
Sioux Falls, SD (605) 368-2885  
St. Louis, MO (314) 361-2121  
Wichita, KS (316) 867-3100



DATE: 8/10/2022

INVOICE #  
29406

BILL TO: CEDAR RAPIDS COMM SCHL DISTRICT  
ACCOUNTS PAYABLE  
PO BOX 879  
CEDAR RAPIDS, IA 52406-0879

JOB ADDRESS: CENTRAL RECEIVING  
2500 EDGEWOOD RD NW  
CEDAR RAPIDS, IA 52405

PO#: 22017992 SO#:

INSTALLATION OF ONE GARAVENTA ARTIRA SN 93304 (5% RETAINAGE PER CONTRACT) 1,915.35

Please remit in the enclosed envelope.

CEDAR RAPIDS COMM SCHL DISTRICT  
ACCOUNTS PAYABLE  
PO BOX 879

<b>TOTAL</b>	\$1,915.35
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	<b>\$1,915.35</b>

TERMS: Past-due accounts are subject to a service charge of 2% per month. An account is past due when not settled by the first day of the second month following the month of purchase. In addition, costs and reasonable attorney's fee for collection may be charged.

**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NUMBER: 1

Contractor's signed Certification is attached.

APPLICATION DATE: 3-Aug-22

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 31-Aug-22

Use Column I on contracts where variable retainage for line items may apply.

PROJECT NO.: PO#22017992

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE 5.00%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
1	Garaventa Artira	\$38,307.00	\$0.00	\$38,307.00	\$0.00	\$38,307.00	100%	\$0.00	\$1,915.35
2		\$0.00				\$0.00	0%	\$0.00	\$0.00
3		\$0.00				\$0.00	0%	\$0.00	\$0.00
4		\$0.00				\$0.00	0%	\$0.00	\$0.00
5		\$0.00				\$0.00	0%	\$0.00	\$0.00
6		\$0.00				\$0.00	0%	\$0.00	\$0.00
7		\$0.00				\$0.00	0%	\$0.00	\$0.00
8		\$0.00				\$0.00	0%	\$0.00	\$0.00
9		\$0.00				\$0.00	0%	\$0.00	\$0.00
10		\$0.00				\$0.00	0%	\$0.00	\$0.00
11		\$0.00				\$0.00	0%	\$0.00	\$0.00
12		\$0.00				\$0.00	0%	\$0.00	\$0.00
13		\$0.00				\$0.00	0%	\$0.00	\$0.00
14		\$0.00				\$0.00	0%	\$0.00	\$0.00
15		\$0.00				\$0.00	0%	\$0.00	\$0.00
16		\$0.00				\$0.00	0%	\$0.00	\$0.00
17		\$0.00				\$0.00	0%	\$0.00	\$0.00
18		\$0.00				\$0.00	0%	\$0.00	\$0.00
19		\$0.00				\$0.00	0%	\$0.00	\$0.00
20		\$0.00				\$0.00	0%	\$0.00	\$0.00
21		\$0.00				\$0.00	0%	\$0.00	\$0.00
22		\$0.00				\$0.00	0%	\$0.00	\$0.00
23		\$0.00				\$0.00	0%	\$0.00	\$0.00
24		\$0.00				\$0.00	0%	\$0.00	\$0.00
25		\$0.00				\$0.00	0%	\$0.00	\$0.00
26		\$0.00				\$0.00	0%	\$0.00	\$0.00
27		\$0.00				\$0.00	0%	\$0.00	\$0.00
28		\$0.00				\$0.00	0%	\$0.00	\$0.00
29		\$0.00				\$0.00	0%	\$0.00	\$0.00
<b>TOTALS</b>		\$38,307.00	\$0.00	\$38,307.00	\$0.00	\$38,307.00	100%	\$0.00	\$1,915.35

## CONSENT AGENDA

**BA-23-081      Resolution - Conveyance of Property - West Willow Elementary School  
(Jon Galbraith)**

Exhibit: BA-23-081.1-3

### **Action Item**

#### **Pertinent Fact(s):**

1. The City of Cedar Rapids is requesting a conveyance of property at West Willow Elementary School. The area in question contains approximately 4,122 square feet. The conveying of property is due to the building of West Willow Elementary and the layout of the bus lane and sidewalks. The District has no intention of building on the property nor should the conveyance cause any future hardship to the District.
2. The City of Cedar Rapids shall pay the District \$1.00, plus attorney fees and publishing fees of \$2,500. The Board will consider the acceptance of the sale of property and hold a Public Hearing on September 12, 2022. Board acceptance of the Resolution and Agreement is contingent on the outcome of the Public Hearing and final Board action.

#### **Recommendation:**

It is recommended that the Board of Education approve the Resolution to schedule a Public Hearing at the September 12, 2022 Board of Education meeting regarding approval of the Conveyance of Property – West Willow Elementary School.

**Preparer/Return To:** Kyle A Sounhein, 526 Second Ave SE, Cedar Rapids, Iowa 52401; 319-365-9101  
**Taxpayer:** City of Cedar Rapids, 101 1<sup>st</sup> Street SE, Cedar Rapids, Iowa 52401

### **WARRANTY DEED**

For the consideration of One Dollar(s) and other valuable consideration, Cedar Rapids Community School District does hereby Convey to City of Cedar Rapids, an Iowa municipal corporation, the following described real estate in Linn County, Iowa:

THAT PORTION OF LOT K, CEDAR HILLS HILLTOP UNIT II IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT K; THENCE NORTH 89°31'26" WEST ON THE NORTH RIGHT OF WAY LINE OF CRESTRIDGE AVENUE S.W. AND THE SOUTH LINE OF SAID LOT K, 388.99 FEET; THENCE NORTH 0°30'05" EAST, 10.68 FEET; THENCE SOUTH 89°29'55" EAST, 388.94 FEET TO THE EAST LINE OF SAID LOT K; THENCE SOUTH 0°16'32" WEST ON SAID EAST LINE, 10.51 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 4,122 SQ.FT., (0.09 ACRE).

**This deed is exempt according to Iowa Code 428A.2(21).**

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Grantor does Hereby Covenant with grantee, and successors in interest, that grantor holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantor Covenants to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: \_\_\_\_\_.

Cedar Rapids Community School District

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF IOWA, COUNTY OF LINN

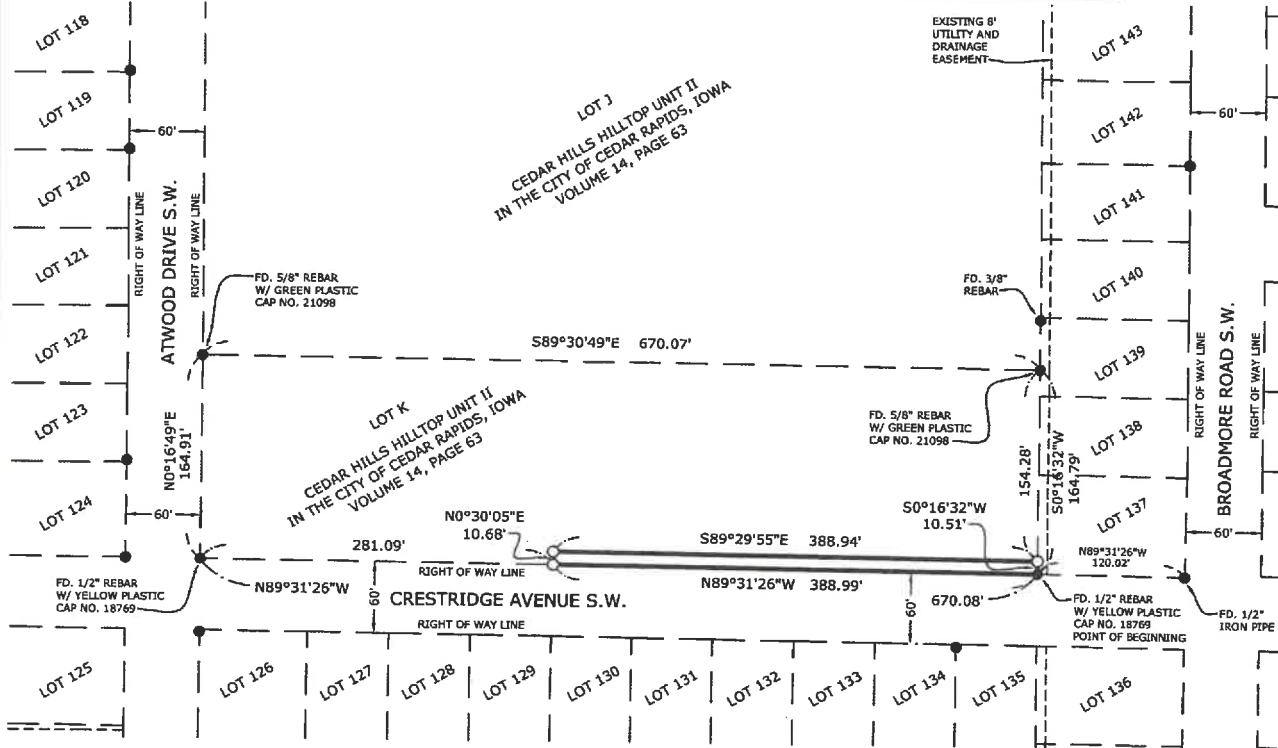
This record was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of Cedar Rapids Community School District.

\_\_\_\_\_  
Signature of Notary Public

**INDEX LEGEND**

LOCATION: LOT K, CEDAR HILLS HILLTOP UNIT II  
 REQUESTOR: THE CITY OF CEDAR RAPIDS  
 PROPRIETOR: CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
 SURVEYOR: GREGG E. SAMPSON, P.L.S.  
 COMPANY: HALL & HALL ENGINEERS, INC.  
 1860 BOYSON ROAD  
 HIAWATHA, IOWA 52233  
 1-319-362-9548  
 RETURN TO: SUSAN@HALLENG.COM

**SPACE RESERVED FOR RECORDING PURPOSES**

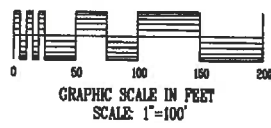


**NOTES:**

DISTANCES ARE IN FEET AND DECIMALS THEREOF.  
 BEARINGS ARE BASED ON: NAD83 (2011) (EPOCH 2010.000) Iowa RCS Zone 10 (Cedar Rapids) as observed using the Iowa Real Time Network.  
 DATE OF SURVEY FIELD WORK: 4/8/2022

**LEGAL DESCRIPTION:**


THAT PORTION OF LOT K, CEDAR HILLS HILLTOP UNIT II IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT K;  
 THENCE NORTH 89°31'26" WEST ON THE NORTH RIGHT OF WAY LINE OF CRESTRIDGE AVENUE S.W. AND THE SOUTH LINE OF SAID LOT K, 388.99 FEET;  
 THENCE NORTH 0°30'05" EAST, 10.68 FEET;  
 THENCE SOUTH 89°29'55" EAST, 388.94 FEET TO THE EAST LINE OF SAID LOT K;  
 THENCE SOUTH 0°16'32" WEST ON SAID EAST LINE, 10.51 FEET TO THE POINT OF BEGINNING.  
 DESCRIBED PARCEL CONTAINS 4,122 SQ.FT., (0.09 ACRE).



TOTAL AREA:  
 4,122 SQ.FT.  
 0.09 ACRES

**SURVEY LEGEND**

- SET 1/2" REBAR W/YELLOW PLASTIC CAP NO. 14809
- FD. 5/8" REBAR UNLESS NOTED OTHERWISE
- ( ) RECORDED AS
- - - - - EASEMENT LINE
- PLAT BOUNDARY
- LOT LINE
- - - - - EXISTING LOT LINE



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signed: *Gregg E. Sampson* Date: 7-25-2022

GREGG E. SAMPSON, P.L.S. Iowa License No. 14809  
 My license renewal date is December 31, 2022

ENTIRE SUBMISSION IS COVERED BY THIS SEAL UNLESS SPECIFIED BELOW: THIS SHEET ONLY

Project Number: 10676  
 Sheet: 1 of 1  
 Scale: 1"=100'  
 Field Book No: 296  
 Date: 7/25/2022

Sheet Title:  
**ACQUISITION PLAT**  
 A PORTION OF LOT K, CEDAR HILLS HILLTOP UNIT II  
 IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA

**HALL & HALL ENGINEERS, INC.**  
*Leaders in Land Development Since 1959*  
 1860 BOYSON ROAD, HIAWATHA, IOWA 52233  
 PHONE: (319) 362-9548 FAX: (319) 362-7595  
 CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE  
 LAND SURVEYING • LAND DEVELOPMENT PLANNING  
 www.halleng.com

Designed by:DLK Drawn by:DLK Checked by:GES

## **CONSENT AGENDA**

**BA-23-082 Amended Agreement - Cedar Rapids Community School District and Leaders, Believers and Achievers Foundation - 2022-2023 School Year (Jessica Luna)**

Exhibit: BA-23-082.1

### **Action Item**

#### **Pertinent Fact(s):**

1. Leaders, Believers and Achievers (LBA) - LBA is designed to build students' social, emotional, academic and life skills through mentorship and small group instruction during and after school in four buildings.
2. The amendment to the Agreement is due to the increased funding in order to expand services at McKinley STEAM Academy.

#### **Recommendation:**

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School and Leader, Believers and Achievers Foundation for the 2022-2023 School Year.

**AMENDED AGREEMENT BETWEEN  
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
AND LEADERS BELIEVERS ACHIEVERS FOUNDATION  
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AMENDMENT is made and entered into on the **16th** day of **August, 2022** by and between the Cedar Rapids Community School District (the “District”) and **Leaders Believers Achievers Foundation (LBAF)**. The parties agree to the following revisions:

Section 3G - District Responsibilities: increase funding for expanded services at McKinley STEAM Academy in the amount of \$10,000.

Appendix A – Scope of Services: LBAF will support at least 25 students at McKinley STEAM Academy in developing self-awareness and self-management skills.

Appendix B – Outcomes: Student growth in self-awareness and self-management will be measured by comparing winter and spring Panorama survey data for participating students.

**Cedar Rapids Community School District**

By: \_\_\_\_\_

Board Secretary

Date: \_\_\_\_\_

**Leaders Believers Achievers Foundation**

By: \_\_\_\_\_

Date: \_\_\_\_\_



## CONSENT AGENDA

**BA-23-083**      **Agreement – Cedar Rapids Community School District and VocoVision, LLC.  
d/b/a Blazer Works (Linda Noggle/Lisa Glenn)**

Exhibit: BA-23-083.1-5

### **Action Item**

### **Pertinent Fact(s):**

Blazer Works is an education staffing agency that will provide help to close the gap of teacher shortages in our special education and hard to fill positions. The staffing agency has access to 800 recruiters to fill positions on a one-year contract assignment. CRCSD is billed for any hours worked by those who fill the contracted assignment.

### **Recommendation:**

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and VocoVision, LLC d/b/a Blazer Works.



## BLAZERWORKS SERVICE AGREEMENT

THIS SERVICES AGREEMENT (hereinafter “Agreement”) is entered into by and between VocoVision, LLC d/b/a **BlazerWorks** (hereinafter “BW”) located at 5550 Peachtree Parkway, Suite 500, Peachtree Corners, GA 30092 and **Cedar Rapids Community School District** whose principal address is 2500 Edgewood Rd NW Cedar Rapids IA 52405 (hereafter referred to as “Client”). This Agreement shall govern the overall terms of the relationship and the parties agree as follows:

### 1. Scope of Services.

This Agreement sets forth the general terms and conditions governing the contractual relationship between Client and BW regarding the administration and management of providers of personnel to perform services for Client. BW, a licensed entity in the business of providing workforce solutions to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to source Consultants for assignment with Client. In such capacity, BW will act as a non-exclusive workforce solutions manager between Client and its supplemental staff (“Consultants”) and may carry out its responsibilities hereunder using one or more Secondary Staffing Partners (“SSP”), including its affiliated divisions/companies. During the term of this agreement, all communications regarding the day-to-day activity and professional operations of the services outlined in this agreement will be conducted between BW and Client.

### 2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, and that no Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing.

### 3. Competency and Licensing.

BW will present Consultants who possess the licensure and/or certification required for the position identified by Client. In addition, BW will present Consultants who, as closely as possible, represent that they meet the experience and other qualifications as requested by the Client. BW and BW in conjunction with SSP will make every effort to pre-screen job candidates based on Client’s requirements and perform due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant referred to Client. Client acknowledges that the decision to accept and keep any Consultant on assignment is ultimately the responsibility of the Client. Client shall complete Attachment A – Credentialing Requirements and shall update in writing with BW as requirements change. BW shall not make any intentional misrepresentations about any Consultant and disclaims responsibility or liability for fraud or misrepresentation by consultants not readily ascertainable by reasonable diligence in performing BW’s services.

### 4. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by BW or through its SSP for a period of one year after the latest date of introduction, referral, placement or last day of scheduled assignment. If Client or its affiliate enters into such a relationship, Client may be subject to pay a fee per Consultant. Applicable fees are determined by each SSP. Fees will be outlined in each Consultant’s Assignment Confirmation. Blazerworks will facilitate contact between Client and SSP to verify or negotiate fees. Payment is due and payable to BW on the first day such Consultant provides services to Client outside of this agreement.

Client agrees that it will not solicit any Consultant who during the course of business is introduced or referred by BW to Client. Moreover, the Client agrees it will not solicit any Consultant prior to a Consultant Assignment Confirmation being executed. Client shall be subject to a fee of 35% of the Consultant’s first year annualized compensation if a Client or its Affiliates intentionally interferes with the relationship of BW and its SSPs, or attempts to solicit any Consultant from BW or its SSPs.

### 5. Limitation of Liability.

Neither party shall be liable to the other whatsoever for any special, consequential, indirect, exemplary or punitive damages, including any damages on account of lost profits, lost data, loss of use of data, or lost opportunity, whether or not placed on notice of any such alleged damages and regardless of the form of action in which such damages may be sought. The fees and billings due under this agreement are not considered special damages or lost profits and shall not be limited by these provisions. Further, excluding claims arising out of BW’s failure to pay SSP’s for services rendered after having received payment from Client for such services, in no event shall BW’s aggregate liability with respect to any claim or liability arising out of or relating to the Agreement exceed \$25,000.00.

### 6. On-Site Responsibility.

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that BW is not providing special education or related services, but rather is providing candidate identification and management services. As such, Client acknowledges that BW is not responsible for the Consultant's



on-site performance given that it does not have the capacity to provide direct, on-site supervision of daily activity. Client warrants that its facilities and operations will comply at all times with applicable federal, state and local safety and health laws, regulations and standards, including any applicable OSHA standards, and that Client will be responsible for providing all safety training and equipment.

**7. Professional Fees.**

Client will be responsible for verifying hours worked by Consultants as documented on the Consultant's timesheet and any discrepancy must be reported to BW by 10:00 on Tuesday following the work week end. Client will pay BW based on hours worked and in accordance with the service charges specified on one or more Assignment Confirmations, which will be included as addenda to this Agreement. BW will generate an invoice for Client based on timesheets submitted. Client must review the invoice and notify BW of any errors, including billed hours or improper rates, within thirty (30) days of the date of invoice. BW shall resolve any error and provide corrected invoice mutually acceptable to both parties within a reasonable period. In the event client fails to dispute or report any errors within thirty (30) days, errors shall not be accepted as a disputed charge and invoices will be due and payable in full. All pre-approved hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate unless applicable law requires double-pay, in which case such time will be billed at two times the regular bill rate. Client hereby notifies BW that pre-approval is required for any and all overtime hours prior to any such hours being worked. SSP invoices will be collected by BW, consolidated and submitted to Client. BW will pay SSPs within 15 days of BW's receipt of payment from Client for services provided by such SSP.

**8. Payment Terms.**

BW reserves the right to consolidate Consultant and SSP invoices, and invoice Client on a weekly basis for all services provided during the previous week. Payment is due upon receipt. Invoices are considered past due thirty-five (35) days from date of invoice after which time a default charge will be imposed at one and one-half percent (1<sup>1/2</sup>%) per month on unpaid balances (annual percentage rate of eighteen percent (18%)) or the maximum legal interest rate, whichever is lower. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. BW reserves the right, at its option, to discontinue any extension of credit. Should billing disputes arise, Client shall notify BW in writing within thirty-five (35) days of the receipt of the disputed invoice.

**9. Administrative Responsibilities.**

Client shall be responsible for orienting Consultants to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultants fail to submit paperwork as required per Client's policies and procedures, Client must notify BW in writing within three (3) business days of alleged failure. Failure to notify BW before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by client's assigned representative are not subjected to billing dispute if client fails to notify BW of time sheet and work performed discrepancies. Additionally, Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in a retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, Client is solely responsible for providing such notice to BW and Consultant and fulfilling all associated administrative duties. Client shall immediately notify BW if any Consultant is required to, or voluntarily elects to participate in any such system, and agrees that no work will be performed by such Consultant until a signed agreement between SSP and Client sets forth the manner in which all employer and employee contributions will be made.

**10. Reporting of Work-Related Injuries.**

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate by the Client and suitable to the setting to which Consultants are assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to BW within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultants shall also report work-place injuries, incidents or exposures to BW and applicable SSPs concurrently with Client.

**11. Termination with Cause.**

Within a reasonable time after occurrence, Client has the obligation to notify BW of any misconduct or poor performance by the Consultant, and any Consultant-involved incident that would be considered adverse to the overall operation of Client. Client may request that BW facilitate the immediate removal of any Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant's assignment unless BW or SSP has been notified as set forth in the first sentence of this section, or unless a single incident warrants immediate dismissal prior to BW's notification.



All supporting documentation specifying the reasons and facts of the termination is required within two (2) business days after termination. If the Client does not report such deviation(s) and subsequently terminates Consultant's assignment, or if Client does not provide required documentation following a termination within the required timeframe, the termination will be treated as a Termination Without Cause, and Client will be billed for fifteen (15) days at the agreed upon regular bill rate and minimum hours as set forth in Section 13 below. The parties agree that Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by BW in the event of a breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Should BW identify a suitable replacement Consultant within two (2) business days after termination, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

**12. Termination without Cause.**

Either party may cancel an assignment with sixty (60) days prior written notice. In that event, Client is responsible for all charges and fees prior to cancellation date and through the 60-day period of notice. In the event Client is unable to provide sixty (60) days' notice of termination, Client will be billed for sixty (60) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by BW and/or SSPs as a result of such cancellation. In addition, Client may cancel an assignment with sixty (60) days prior written notice to BW in the event that the assignment becomes unnecessary for reasons beyond Client's control, including (but not limited to) extended absence of the student to whom the Consultant is assigned or a reduction in the number of students receiving services from the Consultant.

**13. Guaranteed Minimum Hours.**

Client agrees to provide Consultant the guaranteed number of work hours per week specified in Addendum A one of which will be issued for each Consultant placed with Client. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled closings for holidays and planning days.

**14. Paid Sick Leave.**

For those jurisdictions that have passed or will pass paid sick time legislation, Paid Sick Time will be the responsibility of BW or the SSP, as applicable, and will not be billed to Client.

**15. Unscheduled Facility Closure Policy.**

DELETED

**16. Indemnification.**

BW will contractually require, in all subcontractor/sub-vendor agreements, that each SSP agree to defend, indemnify and hold harmless Client (as a third-party beneficiary) and BW together with their governing boards, executive boards, directors, officers, employees and agents from and against all liability, loss, expense, damage or claim for injury or damages arising out of or relating to its performance of services to Client including, without limitation any and all claims for injury or damage caused by or resulting from the acts and/or omissions of Consultants and/or SSPs, including acts and/or omissions of their directors, officers, employees or agents.

To the extent permitted by law, Client agrees that it shall defend, indemnify and hold harmless BW, SSPs, and Consultants, including their directors, officers, employees and agents, from and against all liability, loss, expense, damage or claim for injury or damages to the extent caused by or resulting from the negligent or willful acts or omissions of Client, including acts and/or omissions of its directors, officers, employees or agents.

BW agrees that it shall defend, indemnify and hold harmless Client and SSP together with their directors, officers, employees and agents from and against all liability, loss, expense, damage or claim for injury or damages to the extent caused by or resulting from the negligent or willful acts or omissions of BW in the performance of services hereunder, including acts and/or omissions of its directors, officers, employees or agents. Notwithstanding anything to the contrary above, BW shall not be responsible, under any theory of liability, for claims resulting from the acts or omissions of any of the SSPs, their respective officers, employees, agents, or contractors, nor shall BW be responsible for the SSP's performance under the applicable supplier agreement, and BW's insurance shall not be deemed to cover or be excess to the insurance of any SSP.

Client releases BW and all of its respective officers, agents, directors and employees from and against all claims, demands, causes of action, suits, losses, expenses, liabilities and/or lawsuits (including reasonable attorney's fees), including employment-related claims, for any and all damages or losses to property (including cash or other valuables) or injury to any person by whomsoever such claims may be asserted, relating to or arising out of Client's use of BW's Services hereunder, or the Consultants providing



services to Client under this Agreement. Excluded from this release are claims that arise out of BW's failure to pay any SSP for services after Client has paid BW for such services.

**17. Confidentiality.**

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of BW shall include, but is not limited to, any and all unpublished information owned or controlled by BW and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of BW and which is not generally disclosed to the public.

**18. Family Education Rights and Privacy Act.**

BW shall, and shall contractually require all SSPs and Consultants, to comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA"). BW acknowledges that certain information about the Client's students may be contained in records maintained by BW, SSPs, and/or Consultants. BW further acknowledges that this information may constitute "school student records", and/or "education records" as defined in FERPA, and/or "personally identifiable information" as defined in FERPA's implementing regulations, which information is hereinafter collectively referred to as "Student Data." With regard to Student Data, BW agrees as follows:

- a. BW certifies that it will comply with all applicable laws and/or regulations, including FERPA, relating to confidentiality, privacy, and data security.
- b. BW will have access to Student Data on an "as needed" basis, only as necessary to perform the services under this Agreement.
- c. When BW is provided access to Student Data, BW (and its employees) will use the information only for the purposes for which access was provided.
- d. BW agrees that it will comply with 34 CFR §99.33(a) relating to the use and redisclosure of Student Data.
- e. BW shall maintain in force measures reasonably available within the information technology industry to prevent any unauthorized person from gaining access to or altering, viewing, manipulating or affecting the Student Data in any way. BW shall maintain, encrypt, and secure the Student Data in accordance with industry standards. BW agrees to maintain the confidentiality of the Student Data using at least the degree of care and security as BW uses to maintain the confidentiality of its own confidential information.
- f. BW agrees to direct its owners, directors, members, employees, and agents to adhere to the confidentiality requirements set forth herein.
- g. Upon termination, cancellation, expiration, or other conclusion of this Agreement, BW shall return all Student Data to the Client and shall delete all Student Data from its operational systems.

In addition, BW will contractually require all SSPs and Consultants to agree to items a-g, above.

**19. Equal Opportunity.**

BW will contractually require that all SSPs: 1) screen based on merit only; 2) warrant that no candidates will be discriminated against due to race, religion, color, sex, national origin, age, disability, or any other characteristic protected by law; and 3) provide equal opportunity to all Consultants for employment. Client warrants that it will screen based on merit only, that no candidates will be unlawfully rejected by Client, that no candidates will be discriminated against by Client due to race, religion, color, sex, national origin, age, or disability, and that it is an equal opportunity employer. BW warrants that it will screen based on merit only, that no candidates will be unlawfully rejected by BW, that no candidates will be discriminated against by BW due to race, religion, color, sex, national origin, age, disability, or any other characteristic protected by law, and that it is an equal opportunity employer.

**20. Compliance with Laws.**

BW shall comply with all laws, regulations, rules and ordinances applicable to BW and/or the services to be provided by BW pursuant to this Agreement.

**21. Notices.**

Any notice or notification required to be given by either BW or Client in connection with the terms and conditions of this Agreement shall be provided in writing and considered effective as of the date of receipt. Notices shall be sent to the following:



**If to BlazerWorks:**  
 5550 Peachtree Parkway  
 Suite 500  
 Peachtree Corners, GA 30092  
  
[ContractDepartment@blazerworks.com](mailto:ContractDepartment@blazerworks.com)

**To Client**  
 Attention:  
 Address:  
  
 Email:

With a copy to:  
 General Counsel  
[ContractNotices@blazerworks.com](mailto:ContractNotices@blazerworks.com)

With a copy to:  
 Attention:  
 Address:  
  
 Email:

**22. Survival.**

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

**23. Governing Law.**

This Agreement shall be governed by the laws of the state of Georgia.

**24. Modification of Agreement**

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

**25. Entire Agreement.**

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended and/or assigned in a writing specifically referencing this Agreement and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties.

This Agreement contains terms that may only be altered when agreed upon in writing by both parties. *(Please return all pages of this Client Agreement).*

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT**

**BLAZERWORKS**

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

## CONSENT AGENDA

**BA-23-084      Approval – Roosevelt Creative Corridor Business Academy -  
Masonry Improvements Project - Change Order #2 (Jason Lietz)**

Exhibit: BA-23-084.1-14

### **Action Item**

#### **Pertinent Fact(s):**

1. TNT Tuckpointing & Building Restoration, LLC, is the contractor for the project with a contract amount of \$259,525.00, and the source of funding is the Physical Plant and Equipment Levy Fund (PEEL).
2. TNT Tuckpointing & Building Restoration, LLC, is requesting a Change Order in the amount of \$4,830.00, for a new contract amount of \$264,355.00.
  - COR 02 results from an owner's request requiring terra cotta patching and repair.

#### **Recommendation:**

It is recommended that the Board of Education approve Change Order #2 to TNT Tuckpointing & Building Restoration, LLC, for the Roosevelt Creative Corridor Business Academy - Masonry Improvements Project.





# AIA<sup>®</sup> Document G701<sup>™</sup> – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> CRCSD 2022-23 Masonry Repairs - Roosevelt Middle School Cedar Rapids, Iowa	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: March 29, 2022	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 02  Date: August 16, 2022
<b>OWNER:</b> <i>(Name and address)</i> Cedar Rapids Community School District  Educational Leadership Support Center 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<b>ARCHITECT:</b> <i>(Name and address)</i> Solum Lang Architects, LLC  1101 Old Marion Road NE Cedar Rapids, Iowa 52402	<b>CONTRACTOR:</b> <i>(Name and address)</i> TNT Tuckpointing & Building Restoration, LLC 202 Iowa Street Stockton, Iowa 52769

### THE CONTRACT IS CHANGED AS FOLLOWS:

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

Per COR 02 (attached) - Terra Cotta Patching & Repair, ADD \$4,830.00

The original Contract Sum was	\$ 199,500.00
The net change by previously authorized Change Orders	\$ 60,025
The Contract Sum prior to this Change Order was	\$ 259,525.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,830.00
The new Contract Sum including this Change Order will be	\$ 264,355.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

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

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

Solum Lang Architects, LLC

TNT Tuckpointing & Building  
Restoration, LLC

Cedar Rapids Community School District

**ARCHITECT** *(Firm name)*

**CONTRACTOR** *(Firm name)*

**OWNER** *(Firm name)*

**SIGNATURE**

**SIGNATURE**

**SIGNATURE**

Darci Lorensen, Associate +  
Architect

Josh Smysor, Owner

Laurel Day, Board Secretary

**PRINTED NAME AND TITLE**

**PRINTED NAME AND TITLE**

**PRINTED NAME AND TITLE**

August 16, 2022

8/16/2022

**DATE**

**DATE**

**DATE**





**TNT Tuckpointing**

202 Iowa Street  
 PO Box 396  
 Stockton IA 52769  
 (563) 785-0120

**CHANGE ORDER REQUEST**

Order#: 2

Order Date: 08/16/2022

**To:** Cedar Rapids Community School District  
 2500 Edgewood Rd. NW  
 Cedar Rapids IA 52405

**Project:** 22014  
 CRCSD - Roosevelt Middle School 2022  
 300 13th St. NW  
 Cedar Rapids IA 52405

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached

**Ordered By:**

**Customer Order:**

Specifications Attached

Description of Work	Amount
This additional work is outside of the contracted scope of work and is proposed as a change order.	
Terra Cotta Patches and Glazing 23 @ \$350	8,050.00
Discount - Average Patch is Smaller than .5 SF 40% Discount	-3,220.00

Negative changes will lower the overall contract price requiring no additional payment by owner.

**Approved Amount of Change**

**4,830.00**

The original Contract Sum was .....	199,500.00
Net change by previous Change Orders .....	60,025.00
The Contract Sum prior to this Change Order .....	259,525.00
The Contract Sum will be changed by this Change Order .....	4,830.00
The new Contract Sum including this Change Order will be .....	264,355.00
The Contract Time will be changed by .....	10 Days

Approved \_\_\_\_\_ Date 8/16/2022  
 Contractor [Signature] Josh Smyser, Member

Owner [Signature] Date 8-16-2022

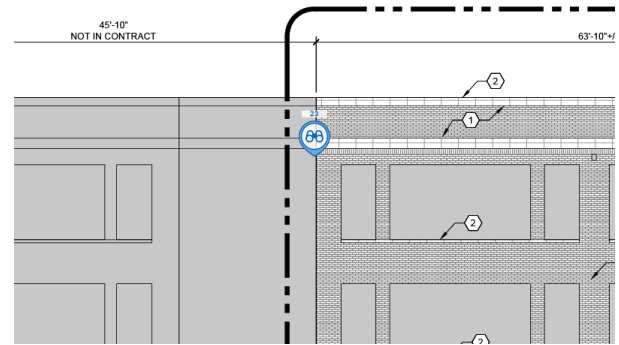
Architect: [Signature]

Date: 8/16/22

**Observations For 22014 - CRCSD - Roosevelt Middle School 2022**

**#23: Terra cotta patch**

Type: **Work to Complete > Additional Work Suggested**
  
 Location:
   
 Trade:
   
 Status: **Initiated**
  
 Date Notified:
   
 Priority:
   
 Due Date: **08/11/22**
  
 Spec Section:
   
 Assignee:
   
 Description:
   
 Created By: **Richard Copley**

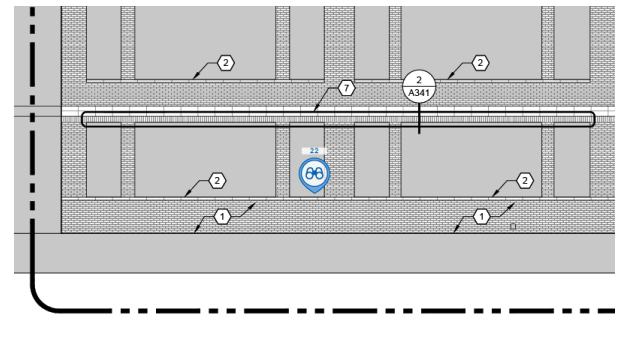


Drawing A201: Exterior Elevations Rev.0



**#22: Terra cotta patch**

Type: **Work to Complete > Additional Work Suggested**
  
 Location:
   
 Trade:
   
 Status: **Initiated**
  
 Date Notified:
   
 Priority:
   
 Due Date: **08/11/22**
  
 Spec Section:
   
 Assignee:
   
 Description:
   
 Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



## #21: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested** Location:

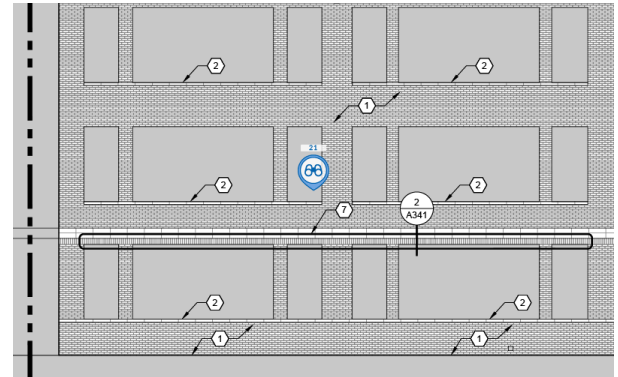
Trade: Status: **Initiated**

Date Notified: Priority:

Due Date: **08/11/22** Spec Section:

Assignee: Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



## #20: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested** Location:

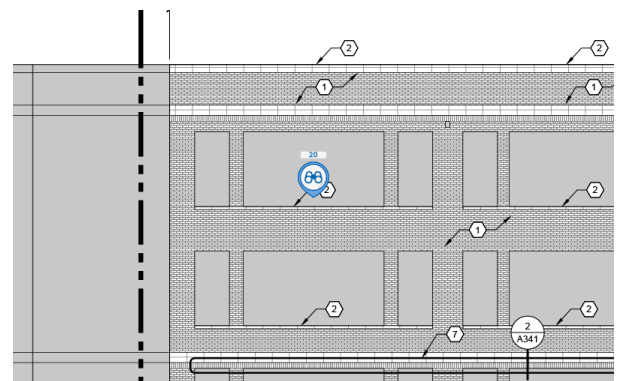
Trade: Status: **Initiated**

Date Notified: Priority:

Due Date: **08/11/22** Spec Section:

Assignee: Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



### #19: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested** Location:

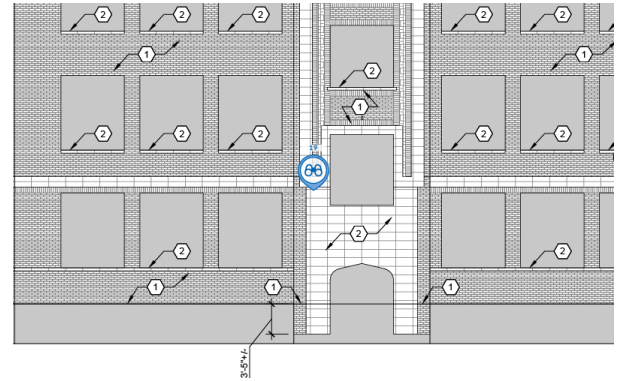
Trade: Status: **Initiated**

Date Notified: Priority:

Due Date: **08/11/22** Spec Section:

Assignee: Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



### #18: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested** Location:

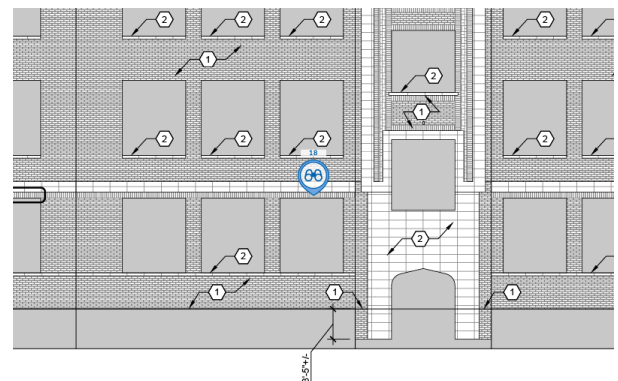
Trade: Status: **Initiated**

Date Notified: Priority:

Due Date: **08/11/22** Spec Section:

Assignee: Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



### #17: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested**

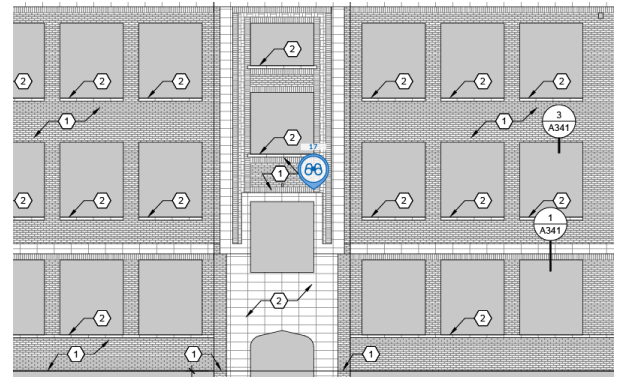
Trade: Status: **Initiated**

Date Notified: Priority:

Due Date: Spec Section: **08/11/22**

Assignee: Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



### #16: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested**

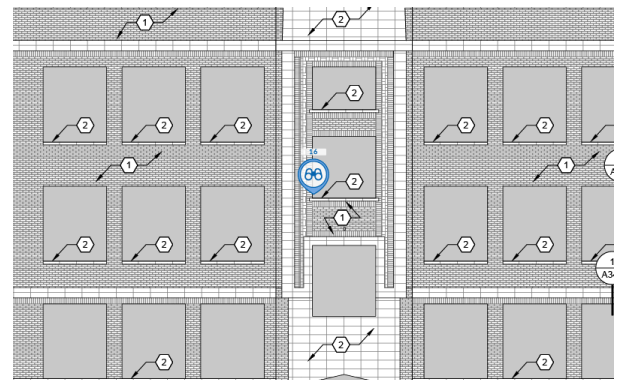
Trade: Status: **Initiated**

Date Notified: Priority:

Due Date: Spec Section: **08/11/22**

Assignee: Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0





### #15: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested** Location:

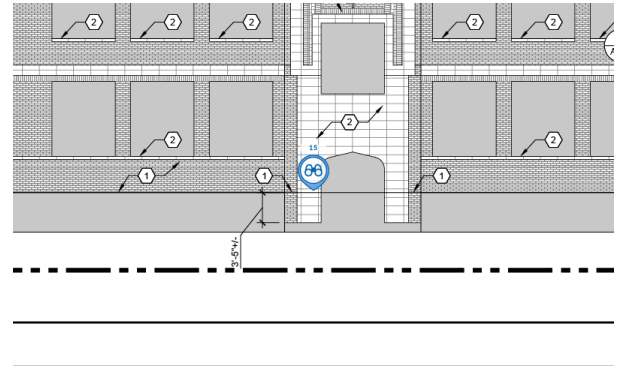
Trade: Status: **Initiated**

Date Notified: Priority:

Due Date: **08/11/22** Spec Section:

Assignee: Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



### #14: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested** Location:

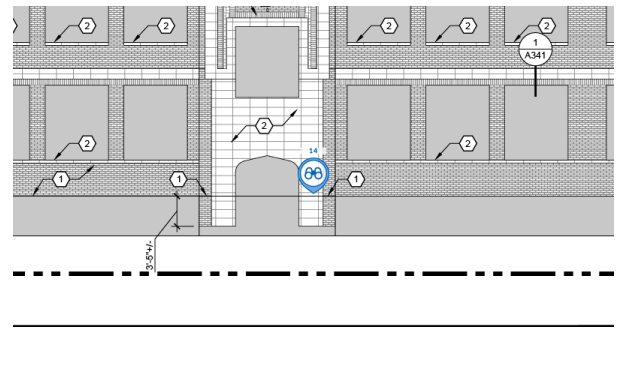
Trade: Status: **Initiated**

Date Notified: Priority:

Due Date: **08/11/22** Spec Section:

Assignee: Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



### #13: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested** Location:

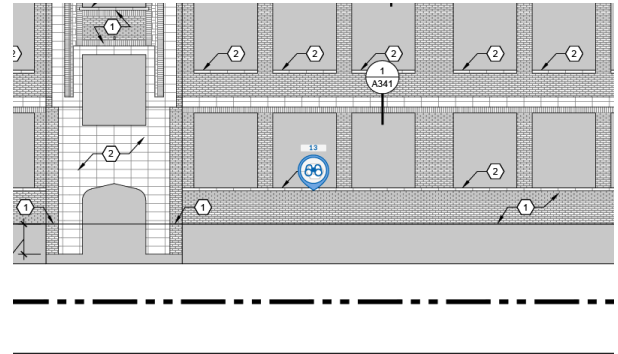
Trade: Status: **Initiated**

Date Notified: Priority:

Due Date: **08/11/22** Spec Section:

Assignee: Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



### #12: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested** Location:

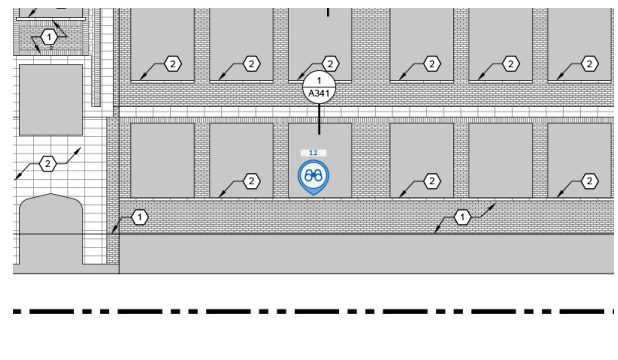
Trade: Status: **Initiated**

Date Notified: Priority:

Due Date: **08/11/22** Spec Section:

Assignee: Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



### #11: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested** Location: **Initiated**

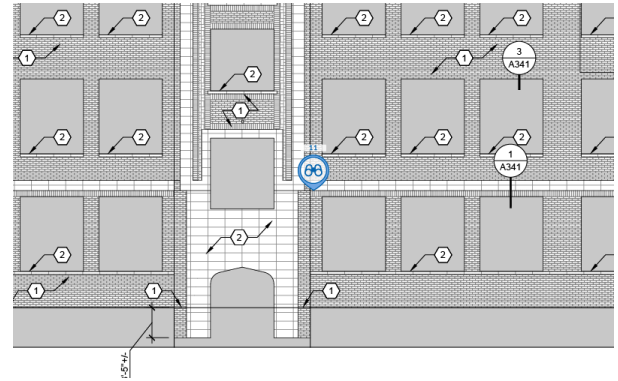
Trade: Status: **Initiated**

Date Notified: Priority:

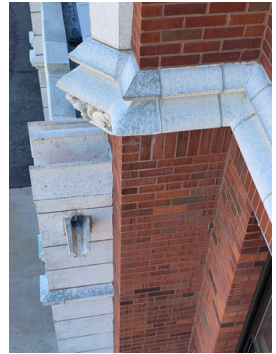
Due Date: **08/11/22** Spec Section:

Assignee: Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



### #10: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested** Location: **Initiated**

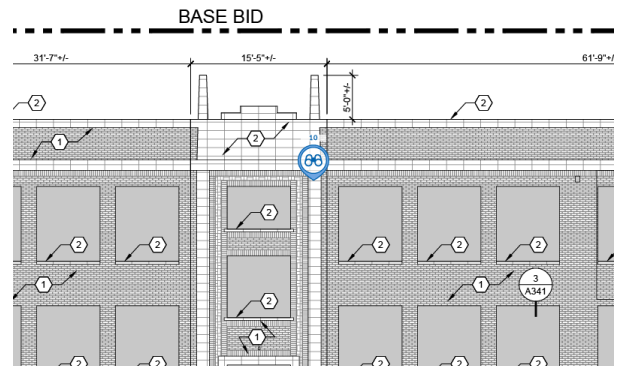
Trade: Status: **Initiated**

Date Notified: Priority:

Due Date: **08/11/22** Spec Section:

Assignee: Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0





### #9: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested** Location:

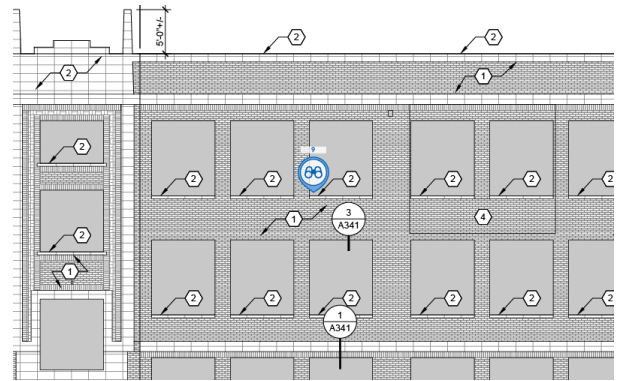
Trade: Status: **Initiated**

Date Notified: Priority:

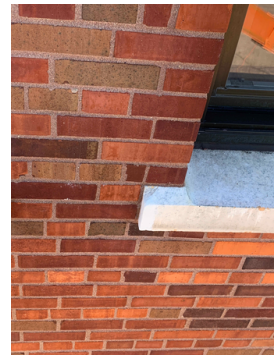
Due Date: **08/11/22** Spec Section:

Assignee: Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



### #8: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested** Location:

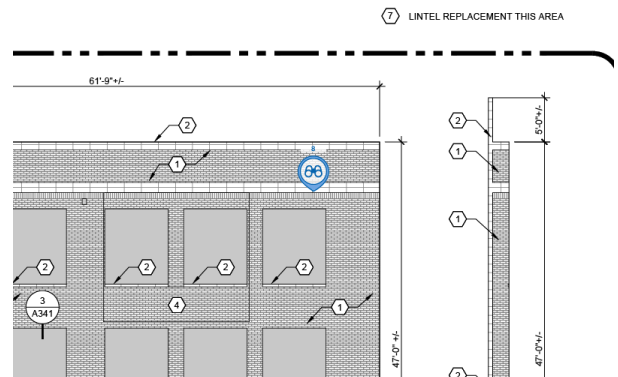
Trade: Status: **Initiated**

Date Notified: Priority:

Due Date: **08/11/22** Spec Section:

Assignee: Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



### #7: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested**

Location:

Trade:

Status: **Initiated**

Date Notified:

Priority:

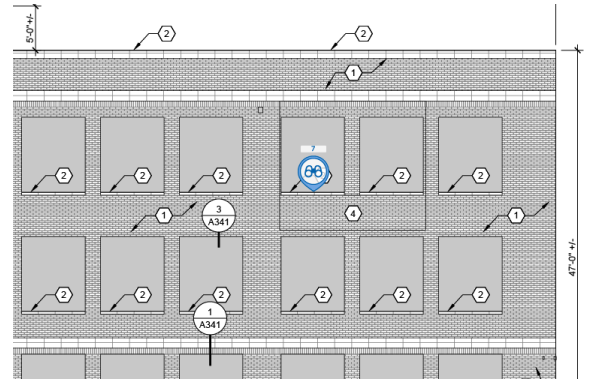
Due Date: **08/11/22**

Spec Section:

Assignee:

Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



### #6: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested**

Location:

Trade:

Status: **Initiated**

Date Notified:

Priority:

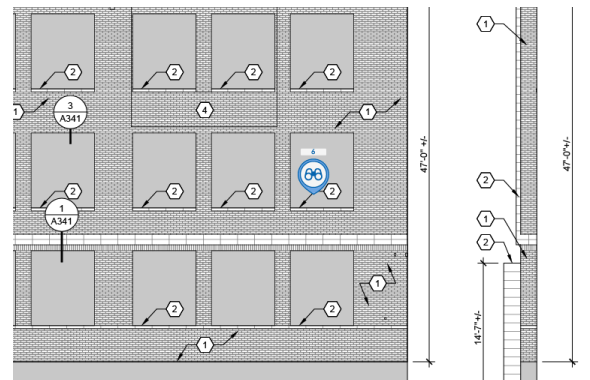
Due Date: **08/11/22**

Spec Section:

Assignee:

Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



### #5: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested**

Trade: **Initiated**

Date Notified: **08/11/22**

Due Date: **08/11/22**

Assignee: **Richard Copley**

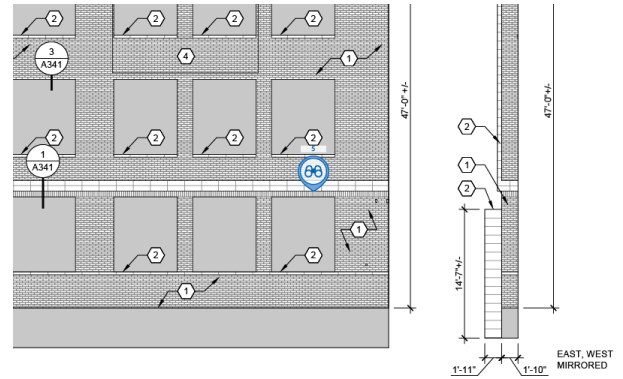
Location: **Initiated**

Status: **Initiated**

Priority:

Spec Section:

Description:



Drawing A201: Exterior Elevations Rev.0



### #4: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested**

Trade: **Initiated**

Date Notified: **08/11/22**

Due Date: **08/11/22**

Assignee: **Richard Copley**

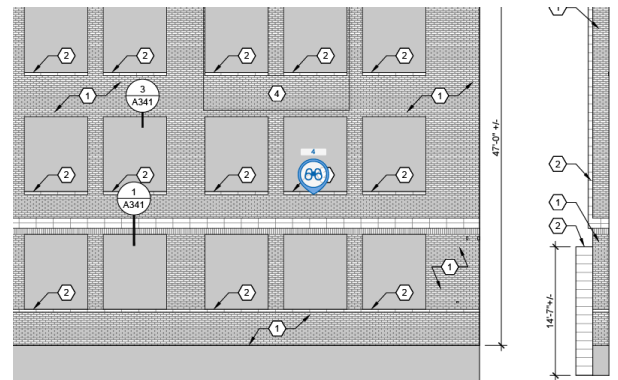
Location: **Initiated**

Status: **Initiated**

Priority:

Spec Section:

Description:



Drawing A201: Exterior Elevations Rev.0



### #3: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested**

Location:

Trade:

Status: **Initiated**

Date Notified:

Priority:

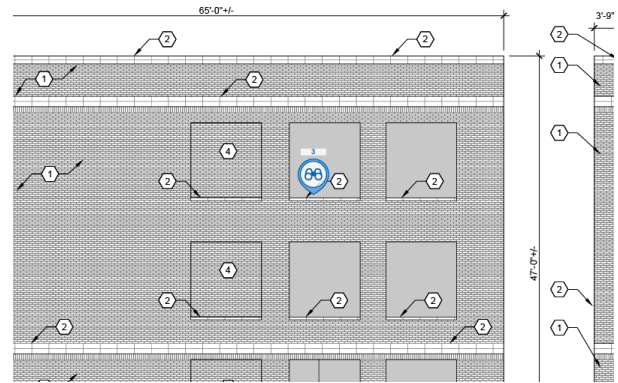
Due Date: **08/11/22**

Spec Section:

Assignee:

Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



### #2: Terra cotta patch

Type: **Work to Complete > Additional Work Suggested**

Location:

Trade:

Status: **Initiated**

Date Notified:

Priority:

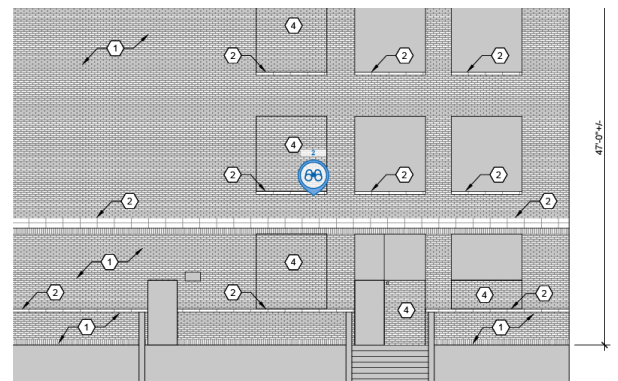
Due Date: **08/11/22**

Spec Section:

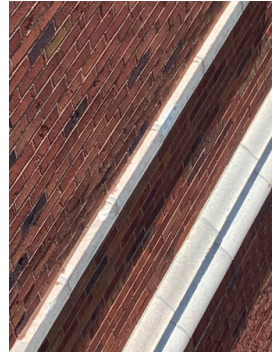
Assignee:

Description:

Created By: **Richard Copley**



Drawing A201: Exterior Elevations Rev.0



## #1: Terra cotta patching

Type: Location:

**Work to Complete > Additional  
Work Suggested**

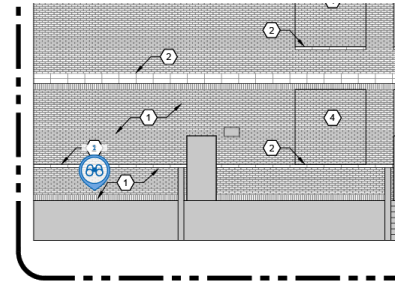
Trade: Status:  
**Initiated**

Date Notified: Priority:

Due Date: Spec Section:  
**08/11/22**

Assignee: Description:

Created By:  
**Richard Copley**



3 WEST ELEVATION 1  
A201 1/8" = 1'-0"

Drawing A201: Exterior Elevations Rev.0





## CONSENT AGENDA

**BA-23-085      Tabulation - District Vehicles - 2022-2023 School Year (Carissa Jenkins/Scott Wing)**

### **Action Item**

#### **Pertinent Fact(s):**

1.    Vehicles being replaced are:

2004 CHEVY SILV25 TRUCK (WHS ACTIVITIES)	#3042
2010 FORD RANGER TRUCK (TRANS)	#3101
  
2.    Physical Plant & Equipment Levy (PEEL) funds are available in the 2022-2023 fiscal year for: one Ford F-150 truck and one Ford Ranger truck.
  
3.    The purchase is identified as sole source, per Board Regulation 702.1a, due to scarcity of supply, limited new production builds and inflated costs/lack of availability in the used market. The District was notified of a new production order window in August and needed to place orders quickly to get on the list for these vehicle needs. If this window was missed, the next opportunity to secure a spot on the waiting list for a new vehicle is unknown.

#### **Recommendation:**

It is recommended that the Board of Education approve the Tabulation - District Vehicles for the 2022-2023 School Year.

## CONSENT AGENDA

**BA-23-086 Agreement – Agreement between the Cedar Rapids Community School District and Foundations in Learning - 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-23-086.1-9

### **Action Item**

#### **Pertinent Fact(s):**

CRCSD supports the learning needs of students in grades 6 and 7 at McKinley and Roosevelt who persistently struggle with reading fluency and comprehension due to deficits in foundational reading skills. Foundations in Learning has developed a system of assessment and intervention that will allow CRCSD teachers to:

- identify which students likely have challenges in this area
- diagnose the specific gaps those students have in basic reading skills, including the lack of automatic word recognition
- remediate through a personalized intervention tool that is organized around a learning model that has been specifically shown to support the development of automaticity in skills

#### **Recommendation:**

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Foundations in Learning for the 2022-2023 School Year.

# Service Agreement

This Service Agreement (“Agreement”), effective as of August 22, 2022, is made and entered into by and between the Cedar Rapids Community School District (CRCSD), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Foundations in Learning (FIL), having as its principal place of business 2441 Coral Court, Suite #4, Coralville, IA 52241 for the purposes set forth hereinafter.

## 1. PURPOSE

The purpose of this Agreement is to support the learning needs of middle school students in the CRCSD who persistently struggle with reading fluency and comprehension due to deficits in foundational reading skills, as well as demonstrate the impact of an innovative program called *WordFlight* (the “project”). Identifying and addressing such deficits has been challenging for many school systems across the country, including the CRCSD. *WordFlight* is a system of assessment and intervention that will allow CRCSD teachers to: identify which students likely have challenges in this area; diagnose the specific gaps those students have in basic reading skills, including the lack of automatic word recognition skills; and remediate through a personalized intervention tool that is organized around a learning model that has been specifically shown to support the development of automaticity in skills. *WordFlight* includes an optional online screening tool, up to three administrations of the *WordFlight* Diagnostic assessment, and a blended intervention curriculum with built-in progress monitoring. To support fidelity of implementation, CRCSD teachers will receive professional development and training consisting of an initial session at the beginning of the implementation and a minimum of two follow up sessions later in the school year. Teachers will also receive email alerts, a comprehensive set of weekly lesson plans and a Reports Management system that helps them monitor, deepen, and extend student learning to build vocabulary, fluency, and comprehension. Researchers from the University of Iowa will assess students using subtests of the Woodcock Reading Mastery assessment, assigned students either to WordFlight or a control group, and report the results to CRCSD and FIL.

## 2. TERM

The term of this Agreement shall be from August 22, 2022 to July 31, 2023. 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 FIL

FIL will have the following responsibilities under this Agreement:

- Provide all *WordFlight* student and teacher components (optional online screening tool; online diagnostic assessment; intervention curriculum with monitoring; and lesson plans, curriculum guides, and other teacher resources) to support the project.



- Lead implementation planning meetings, status updates, and feedback sessions.
- Deliver teacher professional development and support workshops to help ensure implementation success.
- Provide regular updates on implementation progress and student performance to the CRCSD and school administration.
- Work collaboratively with the CRCSD to evaluate student data and results. Work with the CRCSD to jointly develop and execute a mutually acceptable communications plan to advise the public of the results and findings.
- Maintain participant confidentiality and data security. FIL will provide its Database Security and Privacy policy upon request.

#### **4. RESPONSIBILITIES OF CRCSD**

CRCSD will have the following responsibilities under this Agreement:

- Screen all Grade 6 and 7 students at Roosevelt MS and McKinley MS using the WordFlight Screener no later than September 2, 2022.
- Permit staff from the University of Iowa to administer short reading assessments (via online meeting) to students selected to participate and facilitate the assessment process. These assessments will occur in September 2022 and May 2023. Students will be assigned either to WordFlight or a control group based upon these results and other criteria.
- Implement *WordFlight* in a timely manner and with commitment: The implementation must begin no later than September 21, 2022 (depending on the completion of the Woodcock assessments). The CRCSD personnel in participating school must make best efforts to ensure that students use *WordFlight*'s online component 20 minutes per day for 4-5 days/week until they either complete the program or the end of the school year. This includes providing suitable technology to permit students and teachers access to the online system. In addition, teachers will use the blended program components, including curriculum guides and/or daily lesson plans, two to five times per week depending on student needs. In the event implementation commitment is not maintained, the parties will work together to address any issues.
- Establish project management and oversight: Each participating school will appoint a school-level project manager to provide oversight on the project, facilitate communication and support teachers, and ensure implementation commitment.
- Enable staff to participate in implementation planning and professional development sessions.
- Assess and evaluate student growth and performance and share data. This includes measures described in the accompanying Data Sharing Agreement made a part of this Agreement (See Section 13).
- Work collaboratively with FIL to protect and relay student data.
- Participating teachers will complete brief, periodic surveys two or three designated times during the school year.

#### **5. INSURANCE AND INDEMNIFICATION**

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

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

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

- Please list the Cedar Rapids Community School District (CRCSD) 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 (CRCSD)
- Governmental Immunities Endorsement should also be included covering:
  - a) Non-waiver of Government Immunity

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

b) Claims Coverage

The insurance carrier further agrees that this insurance policy, as it relates to the Cedar Rapids Community School District (CRCSD) as an Additional Insured, 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 (CRCSD) 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 (CRCSD) 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 (CRCSD).

e) No Other Change in Policy

The insurance carrier and the Cedar Rapids Community School District (CRCSD) 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 (CRCSD) as an Additional Insured
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District (CRCSD)

**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 (CRCSD)

**4. Umbrella Liability:**

Per Occurrence

\$1,000,000

Aggregate

\$1,000,000

- Please list the Cedar Rapids Community School District (CRCSD) 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 (CRCSD)
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District (CRCSD).

**5. Professional Liability:**

Per Occurrence

\$1,000,000

Aggregate

\$1,000,000

- A. CRCSD will indemnify and hold harmless FIL from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and defense expenses, occasioned by, or arising out of, the CRCSD's negligence or willful misconduct in the performance of its duties under this Agreement to the extent not fully paid by CRCSD's insurance, if any.
- B. FIL will indemnify and hold harmless the CRCSD from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and defense expenses,

occasioned by, or arising out of, FIL negligence or willful misconduct in the performance of its duties under this Agreement to the extent not fully paid by FIL's insurance.

## **6. ADMINISTRATION**

- A. No separate legal or administrative entity shall be created by this Agreement. FIL, as an independent contractor under this Agreement, shall be the administrator of the Agreement.
- B. A site advisory group shall be established in the spirit of cooperation whose purpose is to meet on an “as needed” basis to proactively address any issues or concerns that may arise from time to time. The site advisory group shall consist of a representative from the parties to this Agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.

## **7. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK**

- A. FIL is providing services to the CRCSD as a contractor or is operating or managing the operations of a contractor. The services provided by FIL may involve the presence of FIL employees or volunteers upon the real property of the schools of the CRCSD.
- 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 CRCSD. FIL 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 CRCSD.
- C. FIL hereby certifies that no one who is an owner, operator or manager of FIL has been convicted of a sex offense against a minor. FIL 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 CRCSD in accordance with the prohibitions set forth above.
- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa section 692A.113, The Code. If any portion of this Section 6 or the referenced section of the Iowa Code is held invalid, the balance of this Section 6 and the referenced section of the Iowa Code shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of FIL hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

## **8. NON-DISCRIMINATION ASSURANCE**

- A. FIL will take steps to assure its performance of this Agreement is without discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills per the CRCSD Board Policy 102.

## **9. 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. A party's failure to make substantial and timely progress toward performance of such party's responsibilities in accordance with the Agreement.
  - b. Failure of the party's work product and services to conform with specifications therefor 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. Terminate the Agreement upon written notice to the defaulting party; or,
  - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.
- D. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

## **10. FEES AND COMPENSATION**

The CRCSD will not be charged any fees by FIL for the *WordFlight* student and teacher components and tools or for professional development and support provided under this Agreement. The CRCSD will be responsible for all its costs related to having participating school staff available for professional development sessions, providing suitable technology tools to students and teachers, and those associated with external assessments to evaluate efficacy of the project. Each party acknowledges and agrees that the performance obligations of the other in accordance with this Agreement is good and valuable consideration for its performance hereunder.

## **11. INTELLECTUAL PROPERTY**

This Agreement gives the CRCSD the license to use *WordFlight* in accordance with this Agreement in mutually agreed upon schools during the 2022 – 2023 school year. This Agreement transfers no title or ownership rights in FIL products, proprietary items or related intellectual property to the CRCSD. The CRCSD will have no rights to assign or sell the license granted herein to others.

## **12. AMENDMENTS.**

Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement that may be agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.

## **13. DATA SHARING AGREEMENT**

Both parties will execute a Data Sharing Agreement that will be part of this Agreement.

## **14. PUBLICITY**

Upon full execution of this Agreement, FIL may thereafter identify the CRCSD as a client of FIL on FIL's website and/or in FIL's marketing materials and use the CRCSD's name and/or mark for such purposes. FIL may issue a press release, containing the CRCSD's name, describing the results of the project. related to any award under this Agreement. Neither party will use the other party's name or marks, refer to or identify the other party for any other reason, except as provided in this Section 11,

without such other party's written approval, which approval shall not be unreasonably withheld or delayed.

## 15. GENERAL TERMS

a. This Agreement shall be deemed to have been made, executed and delivered in the State of Iowa and shall be construed in accordance with the laws of the State of Iowa.

b. NOTICES. Notices given by either party under this Agreement, to the attention of the other party at the address of such party as set forth in Section 13 below, shall be deemed completed (i) three days after being deposited with the US Postal Service, certified mail, return receipt requested, with prepaid postage; (ii) upon delivery if sent by overnight courier, with evidence of receipt; (iii) by email upon receipt, with return reply evidencing receipt; or (iv) upon other evidence of receipt by personal service or otherwise..

c. SEVERABILITY AND ASSIGNMENT. The invalidity or unenforceability, in whole or in part, of any provision in this Agreement shall not affect the enforceability of the remaining provisions provided the purposes of and respective performance obligations under this Agreement are not materially impacted by such determination of invalidity or unenforceability. This Agreement may not be assigned by CRCSD without FIL's consent.

d. ENTIRE AGREEMENT. This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between FIL and CRCSD on the matters contained herein and supersedes all prior and contemporary agreements, oral or written.

e. COUNTERPARTS. The Parties hereto agree that facsimile signatures shall be as effective as if originals. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement.

## 16. CONTACT PERSONS

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, coordinate and implement performance of the Agreement. The Contact Persons are as follows:

<p><b><u>Adam Zimmermann:</u></b> Executive Director, Middle Schools Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids, Iowa 52405 <a href="mailto:azimmermann@crschools.us">azimmermann@crschools.us</a> (319) 558-2000</p>	<p><b><u>Jason T. Smith</u></b> Chief Operating Officer Foundations in Learning 2441 Coral Court, Suite #4 Coralville, IA 52241 <a href="mailto:jsmith@foundations-learning.com">jsmith@foundations-learning.com</a> (319) 333-7788 ext. 100</p>
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In Witness Whereof, this Agreement is duly executed by the duly authorized representatives of the parties as set forth below:

**FOUNDATIONS IN LEARNING**

\_\_\_\_\_

Jason T. Smith, Chief Operating Officer      DATE

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT**

\_\_\_\_\_

Laurel A. Day, Board Secretary                      DATE



## CONSENT AGENDA

**BA-23-087      Agreement - Cedar Rapids Community School District and Qualtrics Inc. -  
2022-2023 School Year (Craig Barnum)**

Exhibit: BA-23-087.1-14

### **Action Item**

#### **Pertinent Fact(s):**

The Agreement with Qualtrics is for the use of a research-based Admin 360 feedback tool that will provide administrators with actionable feedback gathered from the personnel they serve surrounding ten leadership competencies. The tool replaces the home-grown existing admin 360 feedback survey.

#### **Recommendation:**

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Qualtrics Inc. for the 2022-2023 School Year.



## Order Form

Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States ( <b>"Qualtrics"</b> )	Cedar Rapids Community School District 2500 Edgewood Rd Nw Cedar Rapids, IA 52405 United States ( <b>"Customer"</b> )
Effective Date:	The date signed by the last party to sign.	
Governing Document:	This Order Form is subject to the Qualtrics Terms of Service at <a href="https://www.qualtrics.com/terms-of-service/">https://www.qualtrics.com/terms-of-service/</a> (the <b>"Agreement"</b> ). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Attachments:	<ul style="list-style-type: none"> <li>- Service Level Exhibit</li> <li>- Fees Exhibit</li> <li>- Cloud Service Exhibit</li> <li>- Professional Services Exhibit(s)</li> </ul>	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Payment Terms:	As set forth in the exhibits attached hereto	
Additional Terms:		
<b>To be completed by Customer</b>		
Regional Data Center:	US	Purchase Order Number (if any):
Email Address for Invoice Submission:	cbarnum@crschools.us	Shipping Address:
Invoicing Instructions (if applicable):	Billing Address for Invoice Submission:	2500 Edgewood Rd NW Attn: Cedar Rapids Community School District Foundation   Cedar Rapids District Wide Cedar Rapids IA United States 52405

<b>Qualtrics</b>	<b>Customer</b>
By (signature):	By (signature):
Name:	Name:
Title:	Title:
Date:	Date:
<b>Qualtrics Primary Contact:</b>	<b>Customer Primary Contact:</b>
Name: Jason Stanton	Name: Craig Barnum



## Order Form

Phone:	Phone: 3195582000
Email: jasonstanton@qualtrics.com	Email: cbarnum@crschools.us



## Order Form

### Service Level Exhibit

#### Service Levels

1. **Availability.** Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** "**Downtime**" is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below \* (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
  - a. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
  - a. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
  - b. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
  - c. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

# Order Form

## Fees Exhibit


### License Details

Start Date	End Date	Term in Months
11-Aug-2022	06-Nov-2023	15

### Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
11-Aug-2022 TO 06-Nov-2023	Cloud Professional	\$18,233.00 \$2,200.00	Effective Date	Net 30	Q-1799228
<b>Total</b>		<b>USD \$20,433.00</b>			

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

#### Press Release

Notwithstanding anything to the contrary in the Agreement, upon mutual execution of this Order Form Customer grants Qualtrics the right to issue a press release naming Customer as a customer of Qualtrics and identifying the product purchased.

# Order Form

## Cloud Service Exhibit

**Cloud Service Renewal (not applicable to pilots or proofs of concept).** Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Cloud Service will automatically renew for a successive one-year term with a price increase of no more than 5% at such renewal, unless either party provides notice of nonrenewal at least 30 days prior to the end of the term.

*[Description of Services on following page]*

# Order Form

**YEAR 1**  
**Q-1799228**

## **CLOUD SERVICE**

360

360 Additional Theme

360 Core : 110

360 Brand



## Professional Services Exhibit

*Customer agrees that Qualtrics may use subcontractors to deliver any portion(s) of the Project at Qualtrics' discretion. Qualtrics currently intends to use Workforce Science Associates (WSA) - GLOBAL. Qualtrics will provide notice to Customer if the delivery subcontractor changes.*

### 1. Definitions

- a. "Deliverables" refers to those implementation deliverables included in the Project Scope in Section 2.
- b. "Delivery Team" refers to the set of resources assigned for fulfillment of project scope.
- c. "Project" refers to the project that is the accumulation of Deliverables to be provided under this Professional Services Exhibit.
- d. "Standard Business Hours" are 0900 to 1700 hours according to the following regions:
  - i. Americas: Mountain Time (Salt Lake City)
  - ii. Europe: Greenwich Mean Time (Dublin)
  - iii. Asia Pacific: Australian Eastern Time (Sydney)

### 2. Project Scope

- a. Inclusions
  - i. Deliverable descriptions are outlined in Schedule 1. Please note that **only the Deliverables listed immediately below are included in this Project**. Each line item represents a Deliverable and quantity.  
  
360 Academic Project Management & Training (1)  
360 Academic Report Advisement - one report (1)  
360 Academic Survey Advisement - one survey (1)  
360 Academic Workflow Advisement - one workflow (1)
- b. Assumptions
  - i. For the duration of the Project, the Customer will provide the Delivery Team with access to Customer's Qualtrics brand (account) as a brand administrator.

### 3. Responsibilities

- a. Delivery Team Responsibilities



- i. Engages with Customer throughout the Project, keeping Customer informed of timelines and progress toward completion throughout the Project.
  - ii. Completes all items listed under Delivery Team Responsibilities in Schedule 1 for each Deliverable.
  - iii. Shares training resources as appropriate for each Deliverable, which may be in the form of live online training, online materials, and/or free online webinars.
  - iv. Offers guidance and support required to ensure Customer can fulfill responsibilities listed in Schedule 1 for each Deliverable.
  - v. For projects that involve a new license setup, provides initial configuration of license and Qualtrics account, including creation of up to 3 brand administrator users.
  - vi. Delivery Team does not perform full setup and configuration of Qualtrics as a full-service implementation. Please see Schedule 1 for a list of Delivery Team and Customer responsibilities.
  - vii. Unless the customer has contracted with an ongoing support team, the purpose of the Project is to train Customer to be able to manage the program when the Project is complete. Delivery team will conduct handoff to either Customer or Customer's ongoing support contact (if an ongoing support team has been contracted by Customer.)
- b. Customer Responsibilities
- i. Engages actively throughout the Project, following a cadence decided with Delivery Team during kickoff call; changes or cancellations of any meetings require 24 hours' notice in order to avoid forfeiture of allotted time.
  - ii. Manages User Acceptance Testing ("UAT") process and any special testing requirements, ensuring that each stage of the Project is complete and the scope of work has been met. This may include:
    - 1. Uploading sample data to the Qualtrics platform to test system functionality and license settings.
    - 2. Validating that scoped features and settings were implemented correctly and meet the requirements of the Project.
    - 3. Engaging other stakeholders within Customer's organization as needed to test technical or functional aspects of the Qualtrics platform.
  - iii. As needed, provides resources to fill all required roles for successful implementation, which may include project sponsorship, signatory, stakeholder management, project coordination, customer experience lead, technical lead, operational support.
  - iv. Completes all steps listed under Customer Responsibilities in Schedule 1 for each applicable Deliverable.
  - v. For projects that involve a new license setup, Customer provides required information for setup of brand administrator accounts; brand administrator users may create additional user accounts and manage access to the license, in accordance with any limitations specified in the license terms.
  - vi. Unless Customer has an existing contract with one of the ongoing support teams, Customer assumes full responsibility for the program following the Project period, and agrees to maintain all license features, including updates to Deliverables created during the Project, as well as the creation of any new Deliverables, including surveys and dashboards.

#### 4. Governance

- a. Delivery Team will coordinate with Customer to schedule a Project kickoff call, at which time the Project begins. Timing of kickoff call will be mutually agreed between Delivery Team and Customer based on

Delivery Team availability and Customer's milestones. It is estimated that the Project will begin weeks after this agreement has been fully executed.

- b. The Project is complete based on completion of delivery and Customer's acceptance, per the terms of the Acceptance Criteria section.
- c. Unless otherwise agreed by both parties in writing, all interactions and meetings will be conducted in English, and will be conducted remotely, via phone, email, or videoconference.

**5. Acceptance Criteria**

- a. Once a Project phase is completed and the Delivery Team provides notification of the Deliverables for review and approval, the Customer will either (1) confirm the requirements have reasonably been met and sign off on the approval for the next implementation phase to begin or (2) reply to the Delivery Team, in writing, detailing the specific requirements that must still be met. Upon mutual agreement, both parties may agree to extend the time period for UAT, though additional time may impact Project timelines and budget and be subject to a Change Order (as defined below).
- b. Ensures that all Deliverables are reviewed and signed off according to the following process:
  - . Delivery Team will submit final drafts for review and sign-off at least 5 business days prior to the Deliverable completion date.
  - i. Customer will sign off or report any issues within 5 business days of draft submission.
  - ii. The Delivery Team will correct reported issues within a mutually agreed time frame.
  - iii. Customer will provide written feedback and raise issues related to the reworked portion of the Deliverable within a mutually agreed time frame, and the Delivery Team will make changes necessary to resolve the issues.
  - iv. Customer will provide final review and signoff on the reworked Deliverables within 2 business days.
  - v. Deliverables will be considered accepted if the Customer does not provide written notification of Deliverable rejection within the timelines specified above.

**6. Third Party Vendors and Products**

- a. Customer remains responsible for their own vendors and third parties providing services related hereto.
- a. Qualtrics is not responsible for third party products obtained by Customer.

**7. Change Orders**

- a. If Customer or Delivery Team wishes to change the scope of the Project, they will submit details of the requested change to the other in writing. Delivery Team will, within a reasonable time after such request is received, provide a written estimate to Customer of changes to Project cost, timeline, and/or scope.
- b. Promptly after receipt of the written estimate, Customer and Delivery Team will negotiate and agree in writing on the terms of such change (a "Change Order"). Each Change Order complying with this Section will be considered an amendment to this Service Order.

8.


## Schedule 1 – Implementation Services Deliverables Glossary

This outlines all Deliverables that *may* be included in a Qualtrics Implementation, along with associated Delivery Team and Customer responsibilities. **Deliverables listed below may not be included in the specific Project referenced in the above Service Order. For a list of specific Deliverables included in this Project, refer to Section 2: Project Scope above.**

Unless otherwise noted, all Deliverables will be configured using standard features available in the Qualtrics platform; custom features can be scoped and purchased separately through Qualtrics Engineering Services. For all Deliverables, Customer is responsible for any setup or configuration beyond what the Delivery Team provides as part of the Project, including additional surveys or dashboards, and any required translations for surveys, dashboards, reports, Website Feedback creatives, or any other features of the Qualtrics platform. **Customer will maintain all aspects of the Deliverables after completion of the Project.**

Deliverable + Description	Associated Responsibilities
<b>360 Academic Add'l Report Advisement - per add'l report</b>	See <i>Report Advisement</i>
<b>360 Academic Add'l Survey Advisement - per add'l survey</b>	See <i>Survey Advisement</i>
<b>360 Academic Add'l Workflow Advisement - per add'l workflow</b>	See <i>Workflow Advisement</i>
<b>360 Academic Delivery Timeline Extension - per week</b>	<b>Delivery Team Responsibilities</b> Ensure the requested timeline extension is included in the Project plan.
<b>360 Academic Developer Tools Introductory Support</b> <i>The Qualtrics REST API allows querying of the Qualtrics platform using common URL syntax.</i>	<b>Delivery Team Responsibilities</b> Provide Customer with available API documentation and provide guidance on API access.  <b>Customer Responsibilities</b> Ensure at least one (max of 10) developer familiar with the use of REST to access API endpoints is engaged in implementation Project. Configure requests using DELETE, PUT, GET or POST requests. Own setup, maintenance, and troubleshooting of any integrations built using the Qualtrics REST API.  <b>Note:</b> Any custom coding required as part of the API setup must be done by Customer. Delivery Team does not offer assistance or consultation on custom coding.
<b>360 Academic Directory Import Automation Support</b> <i>Users often wish to sync their employee (HRIS) records with Qualtrics using automations that bring that data into Qualtrics on a regular schedule. For example, you may wish to import content from a hosted daily file drop, all under the most safe and secure transfer methods.</i>	<b>Delivery Team Responsibilities</b> Provide assistance to the Customer covering the configuration and setup of (1) Directory Import using either Qualtrics File Server (QSF) API endpoint or SFTP connector with customer-hosted SFTP server. Provide documentation related to Qualtrics File Service (QSF) and SFTP Connector. Provide guidance and assistance in configuration, testing and troubleshooting of: <ul style="list-style-type: none"> <li>• File processing rules</li> <li>• Scheduling (hourly, daily, weekly)</li> <li>• PGP encryption</li> </ul>

<p><i>With Directory Import Automations, you can create, configure, update, test, and review your own automation jobs, which streamlines your uploads to the employee directory.</i></p>	<p><b>Customer Responsibilities</b></p> <p>If using SFTP connector, Customer will provide their own SFTP server. (Qualtrics-hosted SFTP service must be scoped and purchased separately.)</p> <p>Acquire any necessary login credentials before import is scheduled.</p> <p>Provide a properly structured CSV file for import.</p> <p>Set up additional imports if more than one is required.</p>
<p><b>360 Academic Full Report Build - per report</b></p> <p><i>Subject reports are made up of pages where you can add graphs, tables, and more. Every page comes with additional formatting options, such as templates and display logic, to ensure maximum value for the report recipients.</i></p>	<p><b>Delivery Team Responsibilities</b></p> <p>Conduct a scoping and design call with Customer upon commencement of license to agree upon report content and layout.</p> <p>Configure one (1) report with up to forty (40) pages, including up to two (2) widgets per page, after surveys have been programmed by Customer. Any delays in completing the design and programming of the survey may result in a delay of the survey mapping.</p> <p>Connect the report to one (1) survey.</p> <p>Map up to fifty (50) survey questions and up to ten (10) embedded data fields to the report.</p> <p>Report to be built in English, using standard features. More details on product capabilities may be found on Qualtrics Support web pages available at <a href="http://www.qualtrics.com/support">www.qualtrics.com/support</a></p> <p><b>Customer Responsibilities</b></p> <p>Design and program all survey(s) that are to be mapped to the report.</p> <p>Determine survey and key metrics to be used in the report.</p> <p>Create needed user accounts, either manually or via batch upload, and ensure that any users who require data restrictions or role-based access have appropriate attributes saved in the Qualtrics platform.</p> <p>Assign report access permissions in the Qualtrics platform for all relevant stakeholders.</p> <p>Validate that the correct data has been mapped, widgets and filters work as expected, and user permissions are set accurately.</p> <p>Maintain the report after the implementation period, including the addition of further surveys, changes in layout, and changes in access for report users.</p>
<p><b>360 Academic Full Survey Build - per survey</b></p> <p><i>360 surveys help organizations to develop high-performing employees and stronger teams by providing insights that drive development, productivity and engagement.</i></p>	<p><b>Delivery Team Responsibilities</b></p> <p>Configure one (1) survey with up to fifty (50) questions and up to ten (10) embedded data fields using standard Qualtrics functionality.</p> <p>Complete up to two rounds of revisions based on input from Customer.</p> <p><b>Customer Responsibilities</b></p> <p>Provide documentation clearly outlining survey content.</p> <p>Provide feedback on survey drafts provided by Delivery Team.</p> <p>Nominate test respondents, manage internal communication and completion milestones for any User Acceptance Testing.</p> <p>Validate that all responses are collected in the format expected before the first project is launched.</p>

<p><b>360 Academic Historical Data Import Support - per yr of data</b></p> <p><i>Historical survey data may be loaded into the dashboard for this project, adding additional context and trend information to newly-collected scores.</i></p>	<p><b>Delivery Team Responsibilities</b></p> <p>Provide guidance on up to two (2) historical data import(s), with up to one (1) year of historic data for one (1) project each, based on survey questionnaire file and draft response data file from Customer.</p> <p>Import the populated participant and response data files into the container survey, and use the participant data to generate one historical hierarchy.</p> <p>Provide to Customer templates for participant data (if required) and response data.</p> <p><b>Customer Responsibilities</b></p> <p>Configure a new survey or create a copy of an existing survey to be used as a container for historical data import.</p> <p>Populate participant data and response data templates with historical data to be imported into Qualtrics platform.</p> <p>Map the historical hierarchy to the current project hierarchy, if required.</p> <p><i><b>Note:</b> Any delays in providing survey questionnaire, final participant data and final response data files may result in a delay of mapping historical data into dashboard(s).</i></p>
<p><b>360 Academic Project Management &amp; Training</b></p>	<p><b>Delivery Team Responsibilities</b></p> <p>Build project plan based on features included in Customer’s license and requirements of Customer’s program.</p> <p>Hold weekly project management meeting to review progress against project plan.</p> <p>Conduct training on platform features included in Customer’s license.</p> <p><b>Customer Responsibilities</b></p> <p>Ensure relevant stakeholders attend weekly review meetings.</p> <p>Fulfill all items listed under Customer Responsibilities in this contract and Glossary in the timeframe set out in the project plan.</p> <p>Ensure training attendees include the people at Customer’s company who will manage the program following the project timeframe.</p>
<p><b>360 Academic Report Advisement</b></p> <p><i>Subject reports are made up of pages where you can add graphs, tables, and more. Every page comes with additional formatting options, such as templates and display logic, to ensure maximum value for the report recipients.</i></p>	<p><b>Delivery Team Responsibilities</b></p> <p>Complete up to two (2) reviews per report with Customer to ensure all aspects of the report have been configured correctly based on reporting requirements.</p> <p>Perform testing to confirm user permissions and data display.</p> <p><b>Customer Responsibilities</b></p> <p>Build all required reports using the Qualtrics platform, with advice and support from Delivery Team.</p> <p>Manage report access permissions and invitations, with advice and support from Delivery Team.</p> <p>Validate that report data and permissions are configured correctly.</p>
<p><b>360 Academic Report Translation Support - per language, per report</b></p> <p><i>Translating labels and headers in your report allows subjects to view a complete report in their own language.</i></p>	<p><b>Delivery Team Responsibilities</b></p> <p>Advise Customer on how to use the Qualtrics platform to load label translations into one (1) report.</p> <p>Assist with troubleshooting as needed.</p>

	<p><b>Customer Responsibilities</b></p> <p>Load data to Qualtrics platform.</p> <p>Conduct all required translation of report labels or other report elements.</p>
<p><b>360 Academic SSO (Single Sign-On) Configuration</b></p> <p><i>With Single Sign-On (SSO), users can log into the Qualtrics platform using their organization's internal login system, providing a seamless user experience, and allowing simple attribution of responses.</i></p> <p><i>SSO is configured using standard Qualtrics SSO capabilities. For an overview of supported SSO types and system requirements, see <a href="https://www.qualtrics.com/support/survey-platform/sp-administration/single-sign-on/">https://www.qualtrics.com/support/survey-platform/sp-administration/single-sign-on/</a>.</i></p>	<p><b>Delivery Team Responsibilities</b></p> <p>Provide documentation, specifications, and requirements for SSO set-up.</p> <p>Conduct Q&amp;A session with Customer and Customer IT/SSO team to identify any potential roadblocks, including a non-standard SSO system.</p> <p>Configure a test brand to validate SSO setup.</p> <p>Provide configuration details for the test brand and a login URL for setup validation.</p> <p>Provide support in troubleshooting any errors that arise in the test instance.</p> <p>Test the SSO setup within a test brand before transferring to the live brand.</p> <p>After successful testing of the configuration, provide configuration details to the Customer for the live brand, then transfer the configuration to the live brand.</p> <p><b>Customer Responsibilities</b></p> <p>Provide key configuration details of SSO system as requested by Delivery Team, dependent on the type of SSO connection.</p> <p>If customer SSO can support it, ensure SSO is set up to pass any user attributes required for dashboard permissioning.</p> <p>Ensure that a user in the Customer's IdP can successfully login to the Qualtrics platform using their SSO credentials.</p>
<p><b>360 Academic Survey Advisement</b></p> <p><i>360 surveys help organizations to develop high-performing employees and stronger teams by providing insights that drive development, productivity and engagement.</i></p>	<p><b>Delivery Team Responsibilities</b></p> <p>Complete up to two (2) survey reviews per survey with Customer to ensure all logic, embedded data, survey options and instrumentation are implemented correctly for both survey experience and reporting requirements.</p> <p>Perform testing through generating test responses, survey preview, or other appropriate in-platform means to validate the survey setup and flow.</p> <p><b>Customer Responsibilities</b></p> <p>Build all required surveys using the Qualtrics platform, with advice and support from Delivery Team.</p> <p>Develop, apply and maintain any custom code (e.g., CSS, JavaScript, HTML) applied to the survey.</p> <p>Manage survey distribution through channel(s) supported by the platform (e.g. email).</p> <p>Validate that all responses are collected in the format expected before the first project is launched.</p>
<p><b>360 Academic Survey Translation Support - per language, per survey</b></p> <p><i>Multiple languages can be added to a single survey within the Qualtrics platform, allowing localization of survey display language while maintaining all responses within a single dataset.</i></p>	<p><b>Delivery Team Responsibilities</b></p> <p>Advise Customer on how to use the Qualtrics platform to load survey translations.</p> <p>Assist with troubleshooting as needed.</p> <p><b>Customer Responsibilities</b></p> <p>Load data to Qualtrics platform.</p> <p>Conduct all required translation of survey questions, messages, etc.</p>

<p><b>360 Academic Vanity URL Setup</b></p> <p><i>Host your Qualtrics surveys, dashboards, and user accounts on a custom web address to ensure alignment with your company brand.</i></p>	<p><b>Delivery Team Responsibilities</b></p> <p>Coordinate efforts of Customer IT team and Qualtrics Technical Operations team as required to set up the Vanity URL.</p> <p>Configure Vanity URL, including certificate registration and domain setup.</p> <p><b>Note:</b> <i>Customer's first year license fee must be paid in full before work can commence on vanity URL setup. This is due to the fact that Qualtrics must purchase and register certificates for the vanity domain and make configuration changes with their Content Delivery Network (CDN).</i></p>
<p><b>360 Academic Workflow Advisement</b></p> <p><i>Not all 360 surveys are the same, so different workflows are needed to cater to the project's goals. Workflow options allow you to fully customize the 360 by defining types of reviews, involvement of managers, subject self-reviews, and more.</i></p>	<p><b>Delivery Team Responsibilities</b></p> <p>Advise customer on configuration of one (1) workflow using standard Qualtrics features.</p> <p><b>Customer Responsibilities</b></p> <p>Configure one (1) workflow in a 360 project using the options available within the platform.</p> <p>Manage participant, report, and message options with advice and support from Delivery Team.</p> <p>Validate that workflow is setup correctly in Qualtrics platform prior to launching the project.</p>

## **ADMINISTRATION**

**BA-23-088      Resolution - Engagement Letter with Piper Sandler & Co. (Jon Galbraith/Karla Hogan)**

Exhibit: BA-23-088.1-8

### **Action Item**

#### **Pertinent Fact(s):**

1. Piper Sandler & Co. works closely with the Cedar Rapids Community School District in the planning and financing of various capital projects. In order to comply with new rules from the Municipal Securities Rulemaking Board, (MSRB) Piper Sandler & Co. has requested the District sign a non-binding Engagement Letter stating Piper Sandler & Co.'s role as an underwriter or placement agent in the planning and financing of potential projects.
2. Legal Counsel reviewed the Engagement Letter and provided an opinion in support of Board approval. Legal Counsel also drafted the Engagement Letter Resolution for the Board's consideration.
3. Approval of the Engagement Letter Resolution authorizes and directs the Executive Director – Business Services to sign the Engagement Letter with Piper Sandler & Co. on behalf of the Cedar Rapids Community School District.

#### **Recommendation:**

It is recommended that the Board of Education approve the Resolution - Engagement Letter authorizing and directing the Executive Director of Business Services to sign the Engagement Letter with Piper Sandler & Co. on behalf of the Cedar Rapids Community School District.



**ENGAGEMENT LETTER RESOLUTION**

WHEREAS, Piper Sandler & Co. has worked closely with the Cedar Rapids Community School District in the planning and financing of various projects;

WHEREAS, Piper Sandler & Co. has requested the District sign a non-binding Engagement Letter stating Piper Sandler & Co.'s role as an underwriter or placement agent in the planning and financing of potential projects;

WHEREAS, this non-binding Engagement Letter included specific disclosures required to be provided to municipal bond issuers, such as the District, by the Securities and Exchange Commission (SEC), and Municipal Securities Rulemaking Board (MSRB); and

WHEREAS, the District believes it is the best interests of the District to continue to work with Piper Sandler & Co.;

NOW, THEREFORE, be it resolved, the Board of the Cedar Rapids Community School District, State of Iowa does hereby;

1. Approve the attached Engagement Letter from Piper Sandler & Co.; and
2. Authorize and direct the Executive Director - Business Services to sign the Engagement Letter with Piper Sandler & Co. on behalf of the Cedar Rapids Community School District.

Pass and approved \_\_\_\_\_, 2022.

\_\_\_\_\_  
President, Board of Directors

Attest:

\_\_\_\_\_  
Secretary, Board of Directors

July 26, 2022

Mr. Jonathan Galbraith  
Director of Operations  
2500 Edgewood Rd. NW  
Cedar Rapids, IA 52405-1015

Re: Engagement Letter – Cedar Rapids CSD GO School Bonds, in one or more series, if authorized by the voters (the “Bonds”)

Dear Jon:

On behalf of Piper Sandler & Co. (“us” or “Piper”), we are writing concerning a potential municipal securities transaction as identified above. This letter confirms that you engage Piper Sandler as an underwriter or placement agent, to be determined later, respecting the Bonds, subject to the conditions and limitations described below.

This engagement is preliminary in nature, non-binding and may be terminated at any time by you or us. Although you intend or reasonably expect to use Piper Sandler as an underwriter or placement agent respecting the Bonds, this engagement is subject to any applicable procurement laws and the formal approval of Piper Sandler as underwriter or placement agent by your board or governing body, and is also subject to mutual agreement as to the final structure for the Bonds and the terms of a bond purchase or similar agreement. This engagement does not restrict you from using other underwriters or placement agents respecting the Bonds or any other municipal securities transaction or prevent you from delaying or cancelling the Bond issue or selecting an underwriting syndicate that does not include Piper Sandler.

### **MSRB G-23 Disclosure**

As part of our services, Piper Sandler may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Sandler is underwriting or placing. However, Piper Sandler intends to serve as an underwriter or placement agent respecting the Bonds and not as a financial advisor to you; and the primary role of Piper Sandler is to purchase the Bonds for resale to investors or arrange for the placement of the Bonds in an arm’s-length commercial transaction between you and Piper Sandler. Piper Sandler has financial and other interests that differ from your interests.

### **MSRB G-17 Disclosures**

As an underwriter or placement agent, Piper may provide advice concerning the structure, timing, terms, and other similar matters concerning the Bonds. Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the issuer by contract with us, and that you are not a party to any conflict of interest relating to the Bonds. If our understanding is incorrect, please notify the undersigned immediately.

We wish to receive your written acknowledgement that you have received the Appendix A disclosures and that this engagement is approved. Accordingly, please send me an email to that affect, or sign and return the enclosed copy of this letter to me at the address set forth below. If you have any questions or concerns about anything in this letter, please make those questions or concerns known immediately to us at the contact information below.

Mr. Jon Galbraith  
Page Two  
July 26, 2022

Very truly yours,



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Timothy J. Oswald  
Managing Director

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Acknowledgement of Approval of Engagement and Receipt of Appendix A Disclosures

{Name & Title}

{Issuer name and State}

Date on which the Issuer executed this agreement: \_\_\_\_\_

## Appendix A – G-17 Disclosure

Thank you for engaging Piper Sandler & Co. to serve as your underwriter or placement agent. We are writing to provide you with certain disclosures relating to the captioned bond issue (Bonds), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019)<sup>1</sup>.

Piper Sandler & Co. intends to serve as an underwriter or placement agent, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our underwriting services, we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures.

If Piper Sandler is engaged to act as your underwriter in a negotiated underwriting, by engaging Piper Sandler as your underwriter, you determined to sell the Bonds by negotiated sale. A negotiated sale is the sale of a new issue of municipal securities by an issuer directly to an underwriter or underwriting syndicate selected by the issuer. A negotiated sale is distinguished from a sale by competitive bid, which requires public bidding by the underwriters. Piper Sandler did not advise you as to what method of sale (competitive or negotiated sale) you used for this issuance of municipal securities.

### ***Dealer-Specific Conflicts of Interest Disclosures***

Piper Sandler has identified the following actual or potential<sup>2</sup> material conflicts of interest:

- We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

### ***Transaction-Specific Disclosures***

- Disclosures Concerning Complex Municipal Securities Financing:
  - Since we have not recommended a “complex municipal securities financing” to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

### ***Standard Disclosures***

- Disclosures Concerning the Underwriters’ Role:
  - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
  - The underwriters’ primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
  - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
  - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.
  - The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
  - The underwriters will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>3</sup>

<sup>1</sup> Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

<sup>2</sup> When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

<sup>3</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters’ obligations under the federal

- Disclosures Concerning the Placement Agent Role:
  - MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors.
  - Our primary role in this transaction is to facilitate the sale and purchase of municipal securities between you and one or more investors for which we will receive compensation.
  - Unlike a municipal advisor, a placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
  - The placement agent has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
  - In the event an official statement is prepared, the placement agent will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>4</sup>
  
- Disclosures Concerning the Underwriters' Compensation:
  - The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.
  
- Disclosures Concerning the Placement Agent's Compensation:
  - The placement agent will be compensated by a fee that was negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the placement agent fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriters or placement agent to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

You have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately. We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgment that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material

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securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

<sup>4</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

## **Appendix B – Fixed Rate Bonds**

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

### **Financial Characteristics**

***Maturity and Interest.*** Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

***Redemption.*** Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

### **Security**

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

***General Obligation Bonds.*** “General obligation (GO) bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. The debt service on “unlimited tax” GO bonds are paid from ad valorem taxes which are not subject to state constitutional property tax millage limits, whereas “limited tax” GO Bonds are subject to such limits.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds generally will have certain rights under state law to compel you to impose a tax levy.

***Revenue Bonds.*** “Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit, and you (or, if you are a conduit issuer, the obligor, as described in the following paragraph) are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of



revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding "Security" is only a summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

### **Financial Risk Considerations**

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

*Issuer Default Risk.* You may be in default if the funds pledged to secure your bonds are not enough to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Bonds payable from the general fund, particularly bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

**General Fund Obligations that are Project Based.** Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service on the bonds. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

**General Fund Obligations that are Subject to Annual Appropriation.** Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to

publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

*Redemption Risk.* Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

*Refinancing Risk.* If your financing plan contemplates refinancing some or all the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

*Reinvestment Risk.* You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

*Tax Compliance Risk.* The issuance of tax-exempt bonds is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.



## ADMINISTRATION

**BA-23-089      Resolution – Authorize Transfer of General Funds to Student Activity Funds  
(Karla Hogan)**

Exhibit: BA-23-089.1-7

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

### **Pertinent Fact(s):**

1. On May 10, 2021, Governor Reynolds signed HF602, which authorizes a school district's Board of Directors, through a Board Resolution, to transfer from the General Fund to the Student Activity Fund an amount necessary, as recommended by the Superintendent, to fund co-curricular or extracurricular activities for which moneys from student-related activities (e.g. admissions, student fundraising events) were insufficient to meet the financial needs of the activity as a result of restrictions placed on the activity related to the COVID-19 pandemic.
2. It is important to note the amount transferred impacts the General Fund spending authority.

### **Recommendation:**

It is recommended that the Board of Education approve the Resolution to authorize the transfer of \$366,757.56 from the General Fund to the Student Activity Fund due to the COVID-19 pandemic.

**Board Resolution to Transfer Funds from General Fund to Student Activity Fund**

Director \_\_\_\_\_ introduced and caused to be read the Resolution hereinafter set out and moved its adoption; seconded by Director \_\_\_\_\_ after due consideration thereof by the Board, the President put the question upon the adoption of said Resolution and, the roll having been called, the following Directors voted:

Aye: \_\_\_\_\_

Nay: \_\_\_\_\_

Whereupon the President declared said Resolution duly adopted as follows:

## RESOLUTION

WHEREAS, Iowa Code provides school districts greater flexibility to transfer funds to the student activity fund;

WHEREAS, the superintendent has determined that due to COVID-19 restrictions during the 2021-2022 school year, some co-curricular and extracurricular activities' funding may be insufficient to meet the financial needs of those activities;

WHEREAS, the superintendent, has recommended that funds of \$366,757.56 in the general fund be transferred to the student activity fund to fund co-curricular or extracurricular activities that fail to meet their financial needs as a result of COVID-19 restrictions in the school budget year beginning July 1, 2021.

NOW, THEREFORE, be it resolved by the Board that funds of \$366,757.56 in the general fund be transferred to the student activity fund to fund co-curricular or extracurricular activities that fail to meet their financial needs as a result of COVID-19 restrictions in the school budget year beginning July 1, 2021.

Passed and approved this \_\_\_\_\_ day of, 20\_\_\_\_.

Board President

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Attest:

Board Secretary

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Transfer Request from General Fund to Student Activity Fund

FY22

Washington HS				
Project	Description	Revenue	Expenses	Transfer Amount
6115	Music Theater	6,217.72	12,843.09	(6,625.37)
6226	Fine Arts	100.00	1,205.75	(1,105.75)
6693	Cheerleading	15,044.74	18,039.45	(2,994.71)
6710	Boys Basketball	1,673.00	4,697.83	(3,024.83)
6720	Boys Football	7,923.81	36,361.17	(28,437.36)
6730	Boys Baseball	3,997.64	13,906.71	(9,909.07)
6740	Boys Track	1,824.75	2,368.40	(543.65)
6750	Boys Tennis	-	1,600.00	(1,600.00)
6760	Boys Golf	4,500.00	5,046.42	(546.42)
6785	Boys Bowling	-	1,175.00	(1,175.00)
6790	Boys Wrestling	500.00	1,669.70	(1,169.70)
6810	Girls Basketball	900.00	2,147.03	(1,247.03)
6845	Girls Cross Country	150.00	500.00	(350.00)
6850	Girls Tennis	-	1,438.15	(1,438.15)
6860	Girls Golf	2,223.00	2,406.23	(183.23)
6870	Girls Swimming	925.00	1,113.25	(188.25)
6931	Training Room/Security	3,200.00	3,284.09	(84.09)
7005	Journalism	1,387.07	5,404.04	(4,016.97)
7010	Yearbook	155.00	7,331.69	(7,176.69)
7045	Academic Scholarship	2,500.00	3,900.00	- ****
7060	Campus Grounds	-	2,589.64	(2,589.64)
7265	SADD (Students Against Driving Drunk)	-	83.25	(83.25)
7275	Business Club	3,169.62	4,318.25	(1,148.63)
7315	Guidance	-	6,300.42	(6,300.42)
7330	Upstander Pledge	2,111.99	3,317.58	(1,205.59)
7345	Mock Trial	250.00	350.00	(100.00)
7400	Post Prom	-	30.60	(30.60)
8267	Special Olympics	300.00	1,453.12	(1,153.12)
Transfer Amount Requested				(84,427.52)

Jefferson HS				
Project	Description	Revenue	Expenses	Transfer Amount
6210	Vocal Music	1,355.00	3,967.13	(2,612.13)
6221	Band Camp	17,018.73	25,340.26	(8,321.53)
6694	Dance Team	9,386.79	10,633.02	(1,246.23)
6720	Boys Football	17,000.00	22,730.17	(5,730.17)
6730	Boys Baseball	14,059.85	27,628.51	(13,568.66)
6740	Boys Track	4,244.15	6,689.91	(2,445.76)
6745	Boys Cross Country	200.00	252.50	(52.50)
6750	Boys Tennis	4,318.00	5,569.88	(1,251.88)

6785	Boys Bowling	-	941.00	(941.00)
6825	Girls Soccer	3,185.00	5,259.07	(2,074.07)
6840	Girls Track	2,957.16	4,648.50	(1,691.34)
6845	Girls Cross Country	1,524.50	2,390.43	(865.93)
6850	Girls Tennis	500.00	1,730.99	(1,230.99)
6860	Girls Golf	935.00	2,117.70	(1,182.70)
6885	Girls Bowling	-	404.10	(404.10)
6931	Training Room/Security	3,050.00	5,903.70	(2,853.70)
6934	Weight Room	-	1,034.92	(1,034.92)
7022	Class of 20-21	-	772.72	- ****
7225	Trap Club	10,715.01	11,094.60	(379.59)
7280	Social Studies	-	257.79	(257.79)
7305	Art	-	34.31	(34.31)
7315	Guidance	180.00	1,752.30	(1,572.30)
7335	Community Outreach	371.00	497.75	(126.75)
7500	Show Choir	73,277.99	92,688.41	(19,410.42)
8261	Scotts Miracle Gro Fnd	-	83.49	(83.49)
8267	Special Olympics	300.00	857.00	(557.00)
	Transfer Amount Requested			(69,929.26)

#### Kennedy HS

Project	Description	Revenue	Expenses	Transfer Amount
6110	Drama	37,562.55	37,623.74	(61.19)
6130	Debate	241.00	1,434.42	(1,193.42)
6140	Academic Decathlon	1,209.12	1,399.46	(190.34)
6210	Vocal Music	48,422.23	60,294.31	(11,872.08)
6220	Band	37,264.20	39,990.95	(2,726.75)
6222	Orchestra	24,920.40	31,596.12	(6,675.72)
6226	Fine Arts	22,140.10	23,305.00	(1,164.90)
6693	Cheerleading	9,447.15	14,214.75	(4,767.60)
6694	Dance Team	6,927.54	9,688.62	(2,761.08)
6720	Boys Football	19,238.98	21,993.69	(2,754.71)
6740	Boys Track	3,348.38	3,443.49	(95.11)
6745	Boys Cross Country	2,202.37	4,062.46	(1,860.09)
6770	Boys Swimming	2,182.89	4,937.23	(2,754.34)
6790	Boys Wrestling	8,730.55	10,491.52	(1,760.97)
6810	Girls Basketball	9,225.50	11,143.31	(1,917.81)
6815	Girls Volleyball	9,194.25	10,363.94	(1,169.69)
6840	Girls Track	2,774.19	4,391.38	(1,617.19)
6860	Girls Golf	1,919.07	5,236.66	(3,317.59)
6870	Girls Swimming	4,882.07	8,411.31	(3,529.24)
6919	Cocurricular Activity	22,346.27	27,188.00	(4,841.73)
6934	Weight Room	280.00	1,617.86	(1,337.86)
7001	Administration	492.34	4,124.14	(3,631.80)

7005	Journalism	1,456.00	2,769.12	(1,313.12)	
7010	Yearbook	525.00	614.19	(89.19)	
7022	Class of 20-21	-	1,512.34	-	****
7045	Academic Scholarship	-	1,800.00	-	****
7105	Chinese Club	-	28.05	(28.05)	
7225	Trap Club	48,970.00	59,846.34	(10,876.34)	
7230	National Honor Society	846.00	988.69	(142.69)	
7290	Leadership	361.00	725.00	(364.00)	
7295	Video Game Club	1,225.65	1,526.55	(300.90)	
7315	Guidance	100.00	250.00	(150.00)	
7325	Electric Car	11,126.00	14,091.30	(2,965.30)	
7500	Show Choir	87,625.19	102,386.92	(14,761.73)	
7510	Show Choir - Freshman	15,373.07	22,897.65	(7,524.58)	
7600	Special Olympics	1,791.00	2,436.30	(645.30)	
8236	AsiaSocietyGrnt	1,915.00	7,278.53	(5,363.53)	
8267	Special Olympics	300.00	968.00	(668.00)	
	Transfer Amount Requested			(107,193.94)	

#### Metro HS

Project	Description	Revenue	Expenses	Transfer Amount	
6710	Boys Basketball	-	323.76	(323.76)	
7001	Administration	-	1,631.47	(1,631.47)	
7200	Physical Education	-	293.20	(293.20)	
7335	Community Outreach	-	914.04	(914.04)	
	Transfer Amount Requested			(3,162.47)	

High School Transfer Amount Requested (264,713.19)

#### Wilson MS

Project	Description	Revenue	Expenses	Transfer Amount	
6110	Drama	-	780.00	(780.00)	
6919	Cocurricular Activity	-	39.76	(39.76)	
7001	Administration	236.48	700.04	(463.56)	
7500	Show Choir	450.00	788.00	(338.00)	
	Transfer Amount Requested			(1,621.32)	

#### Taft MS

Project	Description	Revenue	Expenses	Transfer Amount	
6222	Orchestra	175.00	463.02	(288.02)	
6905	Athletics - General	2,310.00	3,879.56	(1,569.56)	
7001	Administration	-	6,218.65	(6,218.65)	
7004	Activities - General	31.39	6,060.93	(6,029.54)	
7016	6th Grade	1,185.92	1,338.00	(152.08)	
7018	8th Grade	6,541.05	18,425.47	-	****

7020	Student Government	3,772.85	4,907.73	(1,134.88)
7500	Show Choir	10,898.00	12,386.50	(1,488.50)
7650	Remedial Needs	298.00	445.60	(147.60)
				<u>(17,028.83)</u>
			Transfer Amount Requested	(17,028.83)

#### Roosevelt MS

Project	Description	Revenue	Expenses	Transfer Amount
6220	Band	-	42.95	(42.95)
				<u>(42.95)</u>
			Transfer Amount Requested	(42.95)

#### McKinley MS

Project	Description	Revenue	Expenses	Transfer Amount
6115	Music Theater	3,990.00	4,754.47	(764.47)
6210	Vocal Music	-	323.69	(323.69)
6220	Band	318.00	3,946.30	(3,628.30)
6222	Orchestra	3,000.00	5,688.96	(2,688.96)
6905	Athletics - General	65.00	1,351.95	(1,286.95)
7001	Administration	241.00	8,029.72	(7,788.72)
7004	Activities - General	352.99	11,790.90	(11,437.91)
7040	School Store	1,197.07	4,580.28	(3,383.21)
7250	Robotics	484.50	510.00	(25.50)
				<u>(31,327.71)</u>
			Transfer Amount Requested	(31,327.71)

#### Harding MS

Project	Description	Revenue	Expenses	Transfer Amount
6110	Drama	-	11.68	(11.68)
6905	Athletics - General	12,970.81	26,350.76	(13,379.95)
7001	Administration	4,239.46	33,555.93	(29,316.47)
7016	6th Grade	-	3,693.80	(3,693.80)
7017	7th Grade	-	2,078.88	(2,078.88)
7035	IMC	-	1,063.95	(1,063.95)
				<u>(49,544.73)</u>
			Transfer Amount Requested	(49,544.73)

#### Franklin MS

Project	Description	Revenue	Expenses	Transfer Amount
6222	Orchestra	1,645.00	1,860.00	(215.00)
6905	Athletics - General	981.00	1,166.00	(185.00)
7001	Administration	430.00	538.98	(108.98)
7004	Activities - General	20.72	37.47	(16.75)
7017	7th Grade	-	222.04	(222.04)
7020	Student Government	-	194.84	(194.84)
7030	Community Closet	1,900.00	2,346.66	(446.66)
7040	School Store	4,457.55	5,140.81	(683.26)
7050	Academic Recognition	-	406.30	(406.30)
				<u>(406.30)</u>

Transfer Amount Requested (2,478.83)

Middle School Transfer Amount Requested (102,044.37)

Total Transfer Amount Requested (366,757.56)

Summary

Washington HS	Transfer Amount Requested	(84,427.52)
Jefferson HS	Transfer Amount Requested	(69,929.26)
Kennedy HS	Transfer Amount Requested	(107,193.94)
Metro HS	Transfer Amount Requested	(3,162.47)
Wilson MS	Transfer Amount Requested	(1,621.32)
Taft MS	Transfer Amount Requested	(17,028.83)
Roosevelt MS	Transfer Amount Requested	(42.95)
McKinley MS	Transfer Amount Requested	(31,327.71)
Harding MS	Transfer Amount Requested	(49,544.73)
Franklin MS	Transfer Amount Requested	(2,478.83)
		(366,757.56)

\*\*\*\*Balance on hand used to cover the expenses.



## **LEARNING AND LEADERSHIP**

**BA-23-090      Student Achievement & Data Review  
(Nicole Kooiker/Cynthia Phillips/Adam Zimmermann/Eric Christenson)**

Exhibit: BA-23-090.1-59

### **Strategic Plan/Focus Areas**

- Culture
- Student Learning
- Workforce
- Systems and Resources

### **Pertinent Fact(s):**

CRCSD Administration will provide a review of our system indicators, HRS framework, and school improvement goals for the 2022-2023 School Year. The data overview of ISASP results from 2021-2022 School Year and the connection to our system indicators and goals will be included. The presentation will outline promising practices occurring in our District, the overall summary of our data and next steps for the 2022-2023 School Year.

# Data Review of 2021-2022 School Year



# Agenda for tonight:

1. Review our system indicators, HRS framework, and school improvement goals for the 2022-2023 school year
2. Data overview of ISASP results from 2021-2022 and the connection to our system indicators and goals at each level
3. Promising practices occurring in our district (one example from each level)
4. Overall summary of our data
5. Next steps for the 2022-2023 school year

# CRCSO Strategic Plan System Indicators

## EQUITY:

By June 2023, CRCSO will reduce gaps in reading and math across all student demographic groups (ELL, IEP, race, F/R) by 20%.

## STUDENT ACHIEVEMENT:

By June 2023, 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:

By June 2023, CRCSO will increase the graduation rate by 10%.

## 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:

- Formative Assessment System for Teachers (FAST) -- Benchmark and Growth
- Future Ready Pathway Course Enrollment Data
- Profile of a Graduate Rubric Measures
- i ready

### 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 Plan



Level 5 – Competency-Based Personalized Learning

**Grading Rubric**

4	Advanced	Know it & apply it
3	Proficient	Know it
2	Developing	Almost know it
1	Basic	Starting to know it

Level 4 – Standards – Based Reporting



Level 3 – Guaranteed and Viable Curriculum



Level 2 – Effective Teaching in Every Classroom



Level 1 – Safe and Collaborative Culture



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## **HRS Levels 1, 2, and 3**

- **Foundational for all schools**
- **Represent a hierarchy of priority**
- **Must be worked on simultaneously because they are interdependent.**

# SCHOOL IMPROVEMENT GOALS

## Diversity, Equity, and Inclusion

Leading Indicators	Lagging Indicators (SMART GOAL)
<p><b>1.2</b></p> <p><u>Students, parents, and the community perceive the school environment as safe, supportive, and orderly.</u></p>	<p>We will increase the sense of belonging of staff and students by focusing on a safe, supportive and orderly environment as measured by <b>Panorama</b>.</p>
<p><b>1.4</b></p> <p><u>Collaborative teams regularly interact to address common issues regarding curriculum, assessment, instruction, and the achievement of all students.</u></p>	<p>We will reduce gaps in reading and math across student demographic data, as well as, increase achievement and growth as measured by common assessments.</p> <p>We will grow in our effectiveness in Professional Learning Communities as measured by the <b>Strategy Implementation Guide</b>.</p>
<p><b>2.4</b></p> <p><u>The school provides teachers with clear, ongoing evaluations of their pedagogical strengths and weaknesses that are based on multiple sources of data and are consistent with student achievement data.</u></p>	<p>We will increase effective teaching in every classroom as measured by coaching inquiry cycles, informal observations, artifacts of practice, and formal observations as measured in <b>TeachBoost</b>.</p>
<p><b>Office of Learning and Leadership System Goals</b></p>	
<p><b>3.2</b></p> <p><u>The school curriculum is focused enough that teacher can adequately address it in the time they have available</u></p>	<p>We will ensure components of a guaranteed and viable curriculum are in place and used.</p>

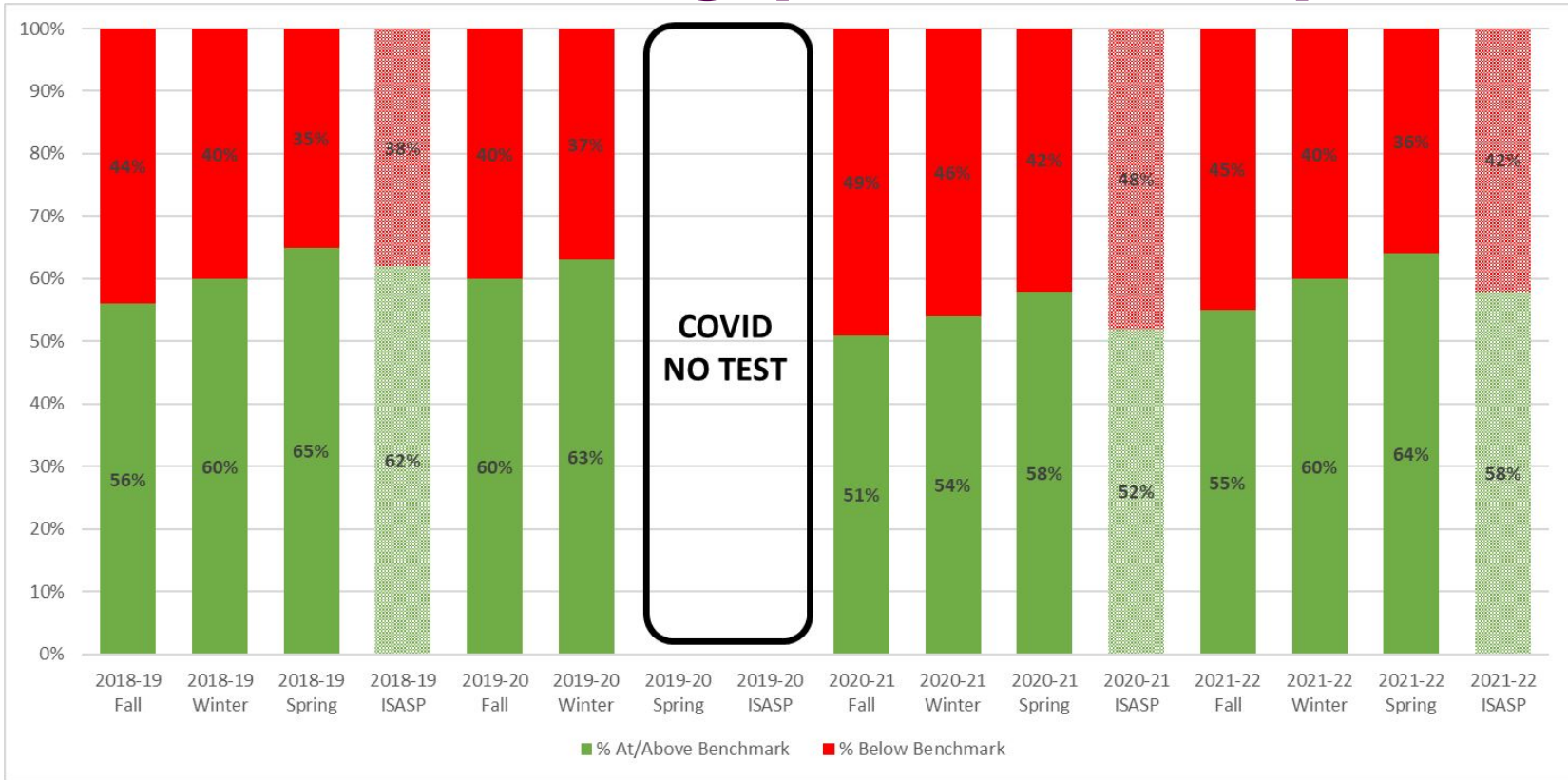
# Elementary Schools - FAST Assessment

**FAST = Formative Assessment System for Teachers.**  
Intended to provide timely results for use in  
planning reading instruction

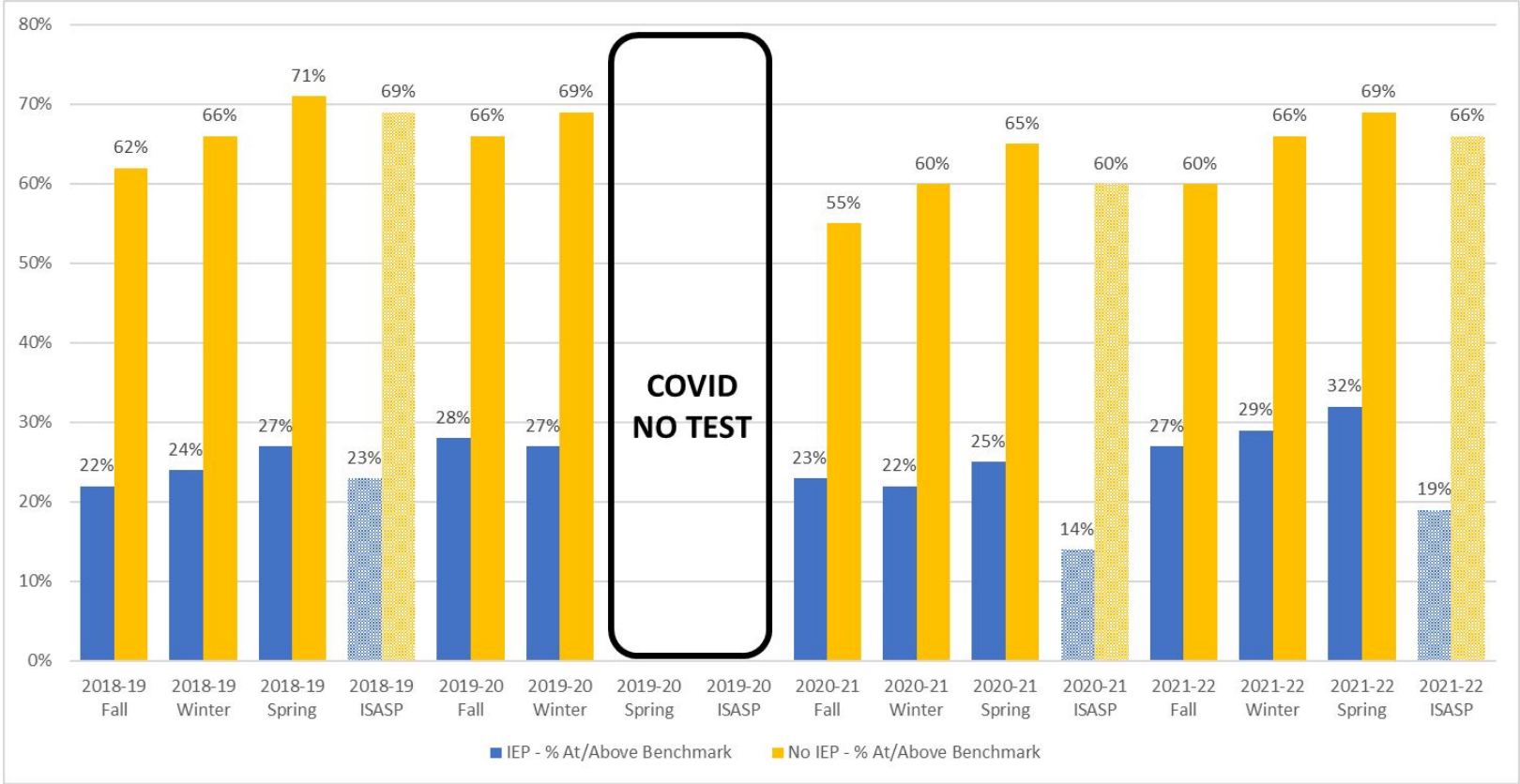
- **When:** Fall, Winter, and Spring assessment windows
- **What:** Two areas of measurement for growth in
  - Reading and Math
- **Who:** K - 5th graders



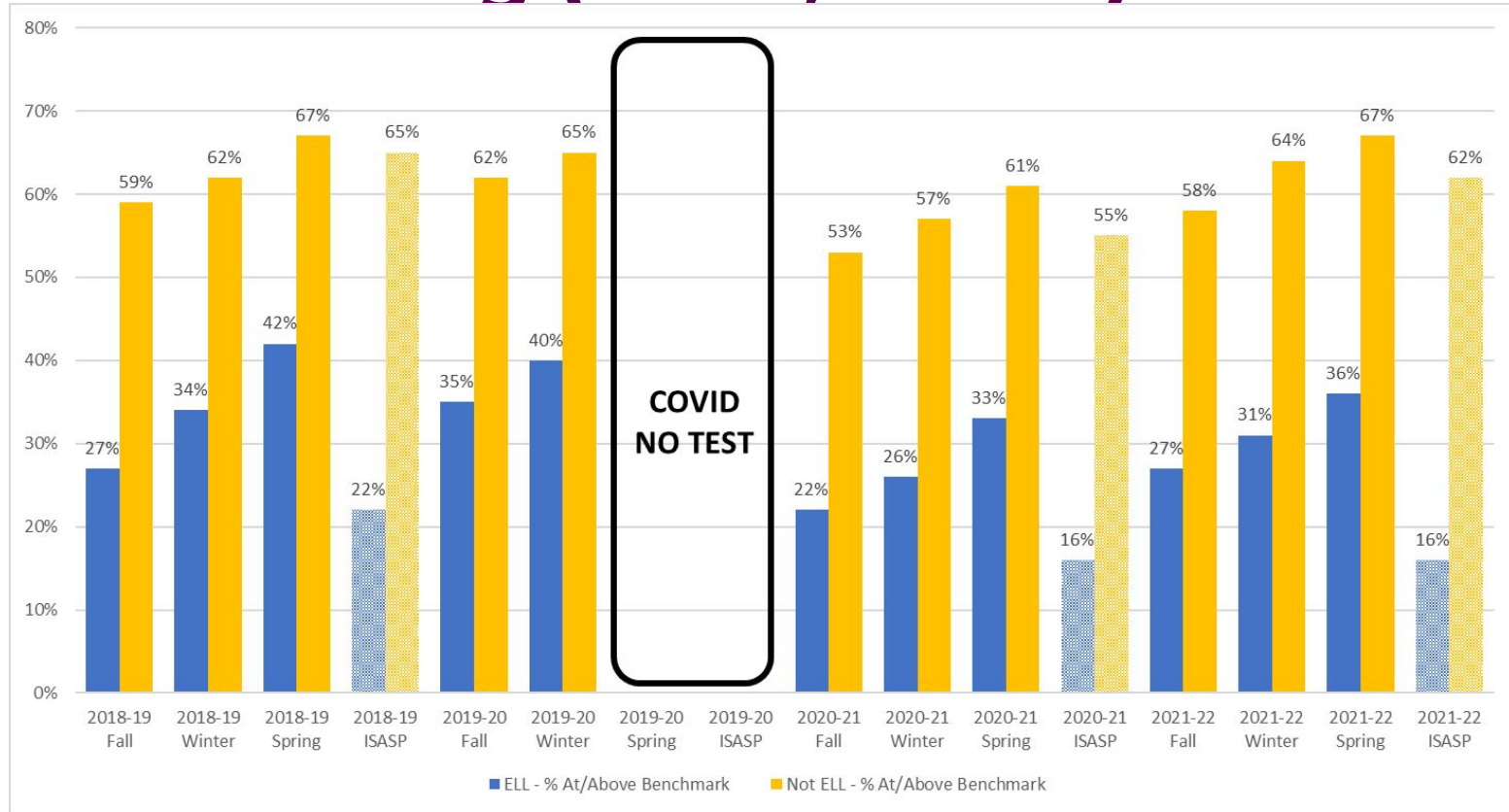
# ES Reading (FAST, ISASP)



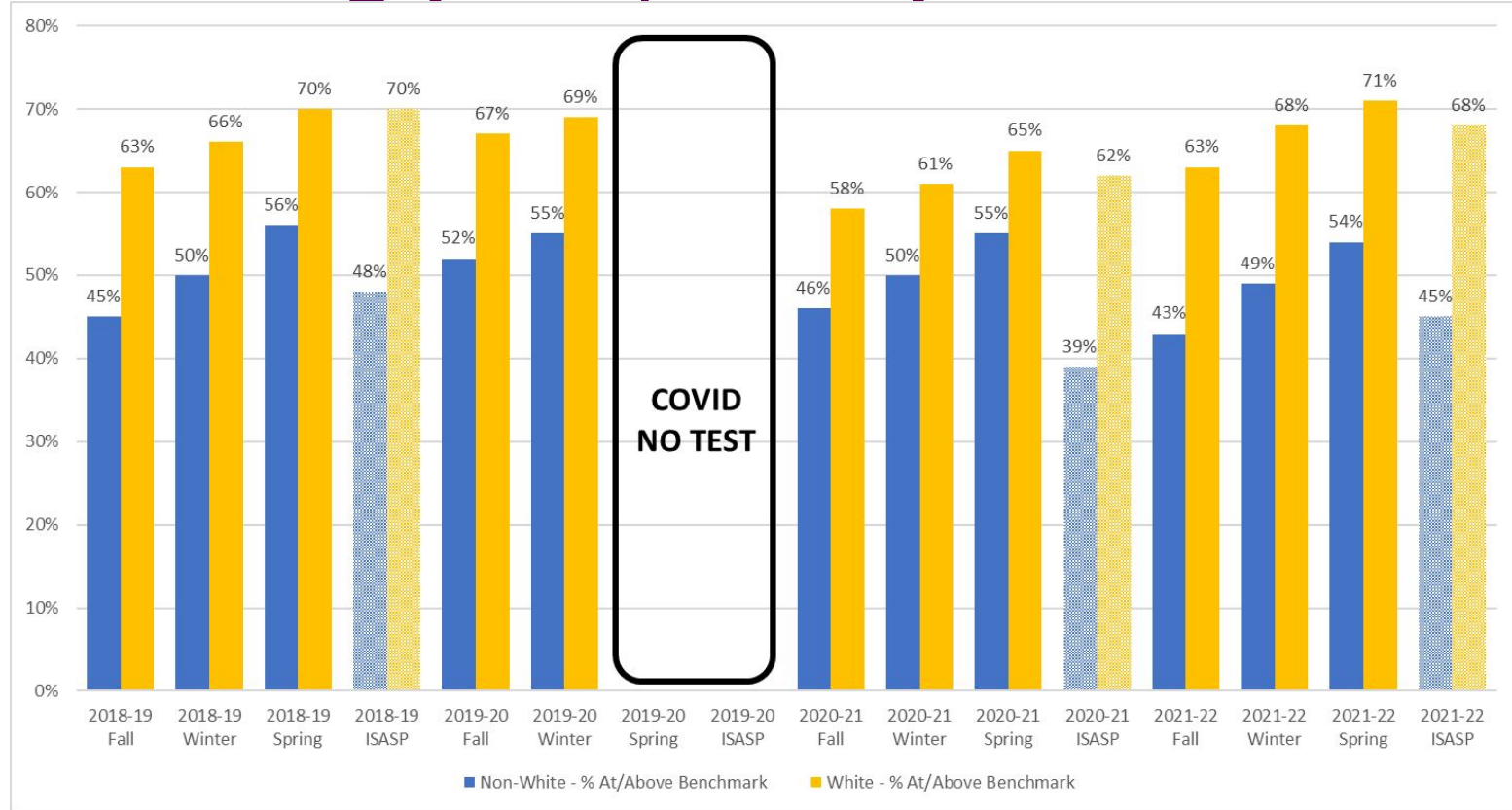
# ES Reading (FAST, ISASP) - IEP



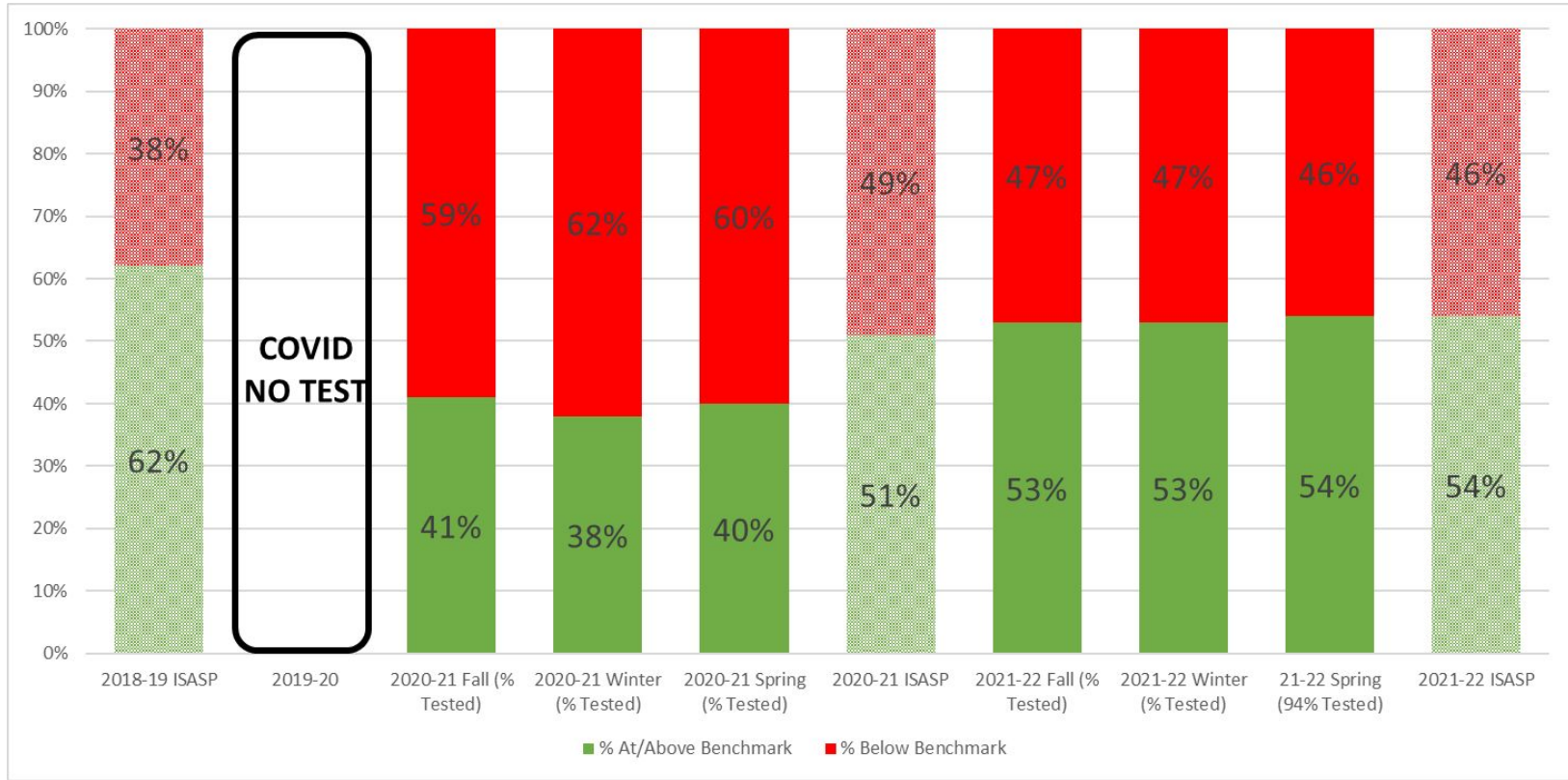
# ES Reading (FAST, ISASP) - ELL



# ES Reading (FAST, ISASP) - Race/Ethnicity

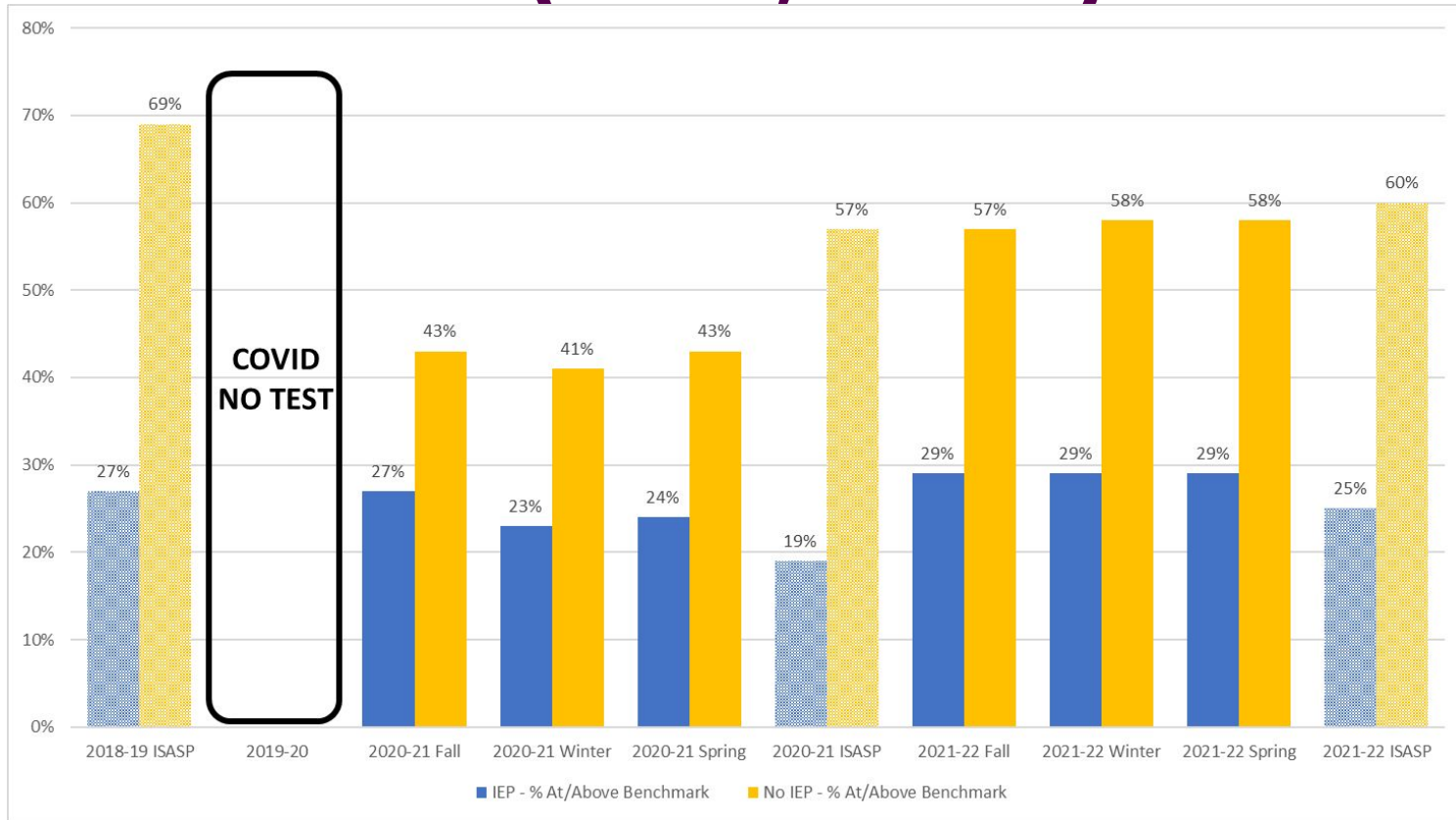


# ES Math (FAST, ISASP)



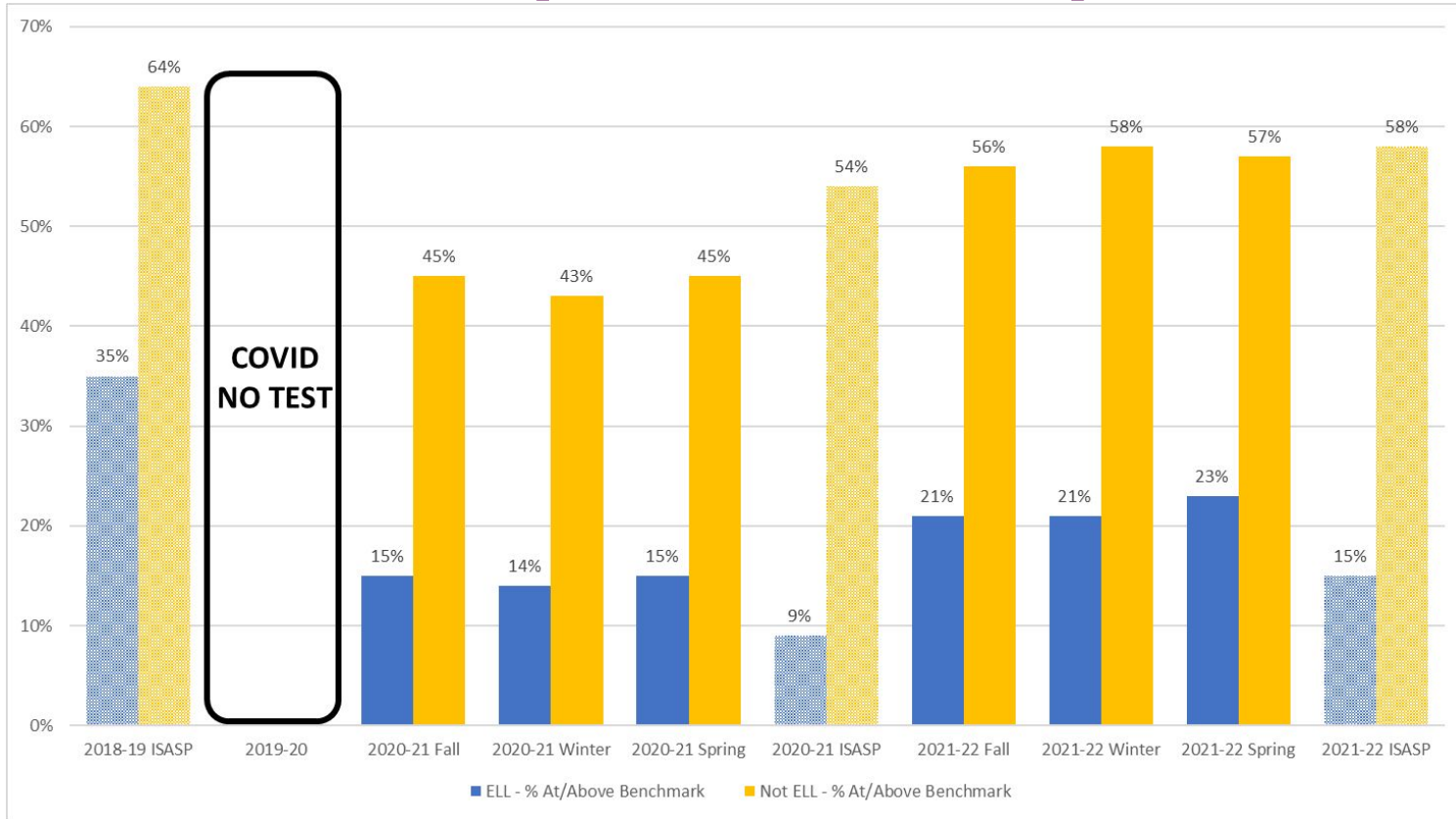
\*Did not take until Fall 20-21

# ES Math (FAST, ISASP) - IEP

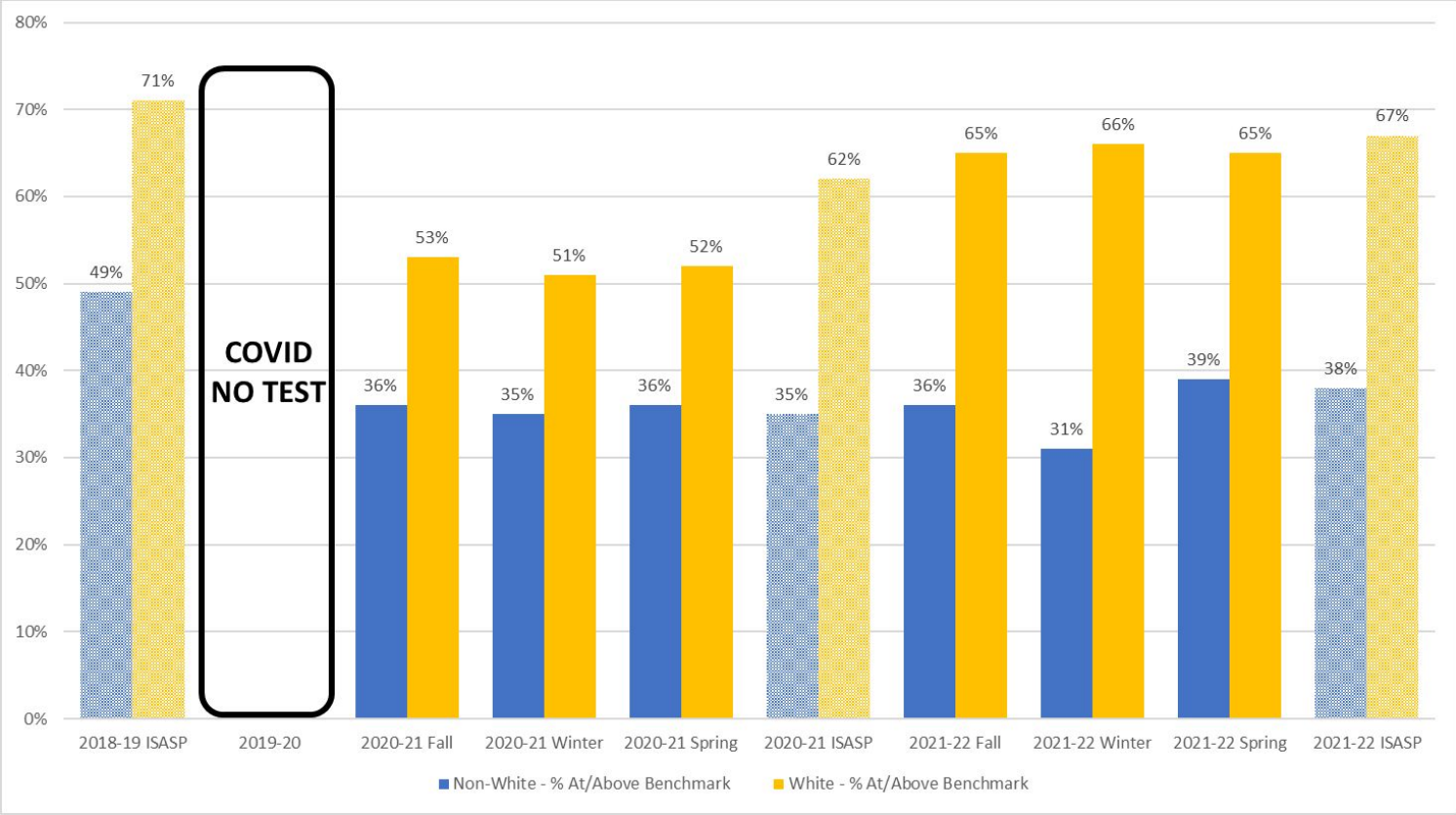




# ES Math (FAST, ISASP) - ELL



# ES Math (FAST, ISASP) - Race/Ethnicity





# Elementary Summary

## Areas of Pride

- 1.) Overall reading and math growth year over year (+6 in reading, +3 in math on ISASP).
- 2.) Increase in non-white +6, IEP +5 in reading year over year on ISASP.

## Areas of Growth

- 1.) Improving proficiency rates for all sub groups.
- 2.) Continued work to close gaps in reading and math in race, ELL, and IEP.

# Middle Schools

## Assessments

**iReady** = Measures student performance in reading and math relating to their grade level and national norms. iReady scores correlate closely to scores on our state test (ISASP) and are a benchmark for progress toward our system indicator goals. Administered in fall, winter and spring.

**ISASP** = The Iowa Statewide Assessment of Student Progress (ISASP) measures student achievement and understanding of the Iowa Core Standards in English Language Arts (ELA), Mathematics, and Science. Administered every spring.

# Middle Schools

## Assessments

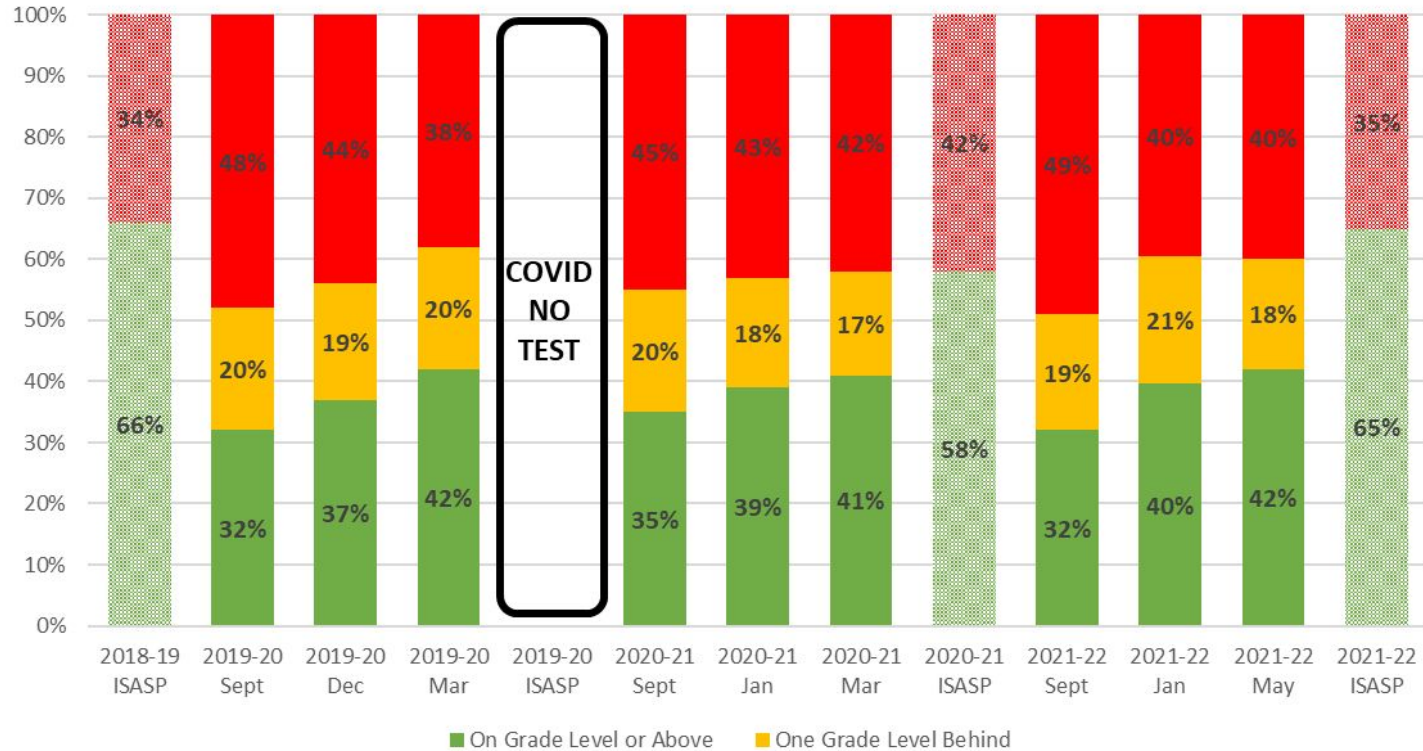
**iReady** = more rigorous measure than ISASP.

**Green on iReady** = 100% predictive of proficiency on ISASP.

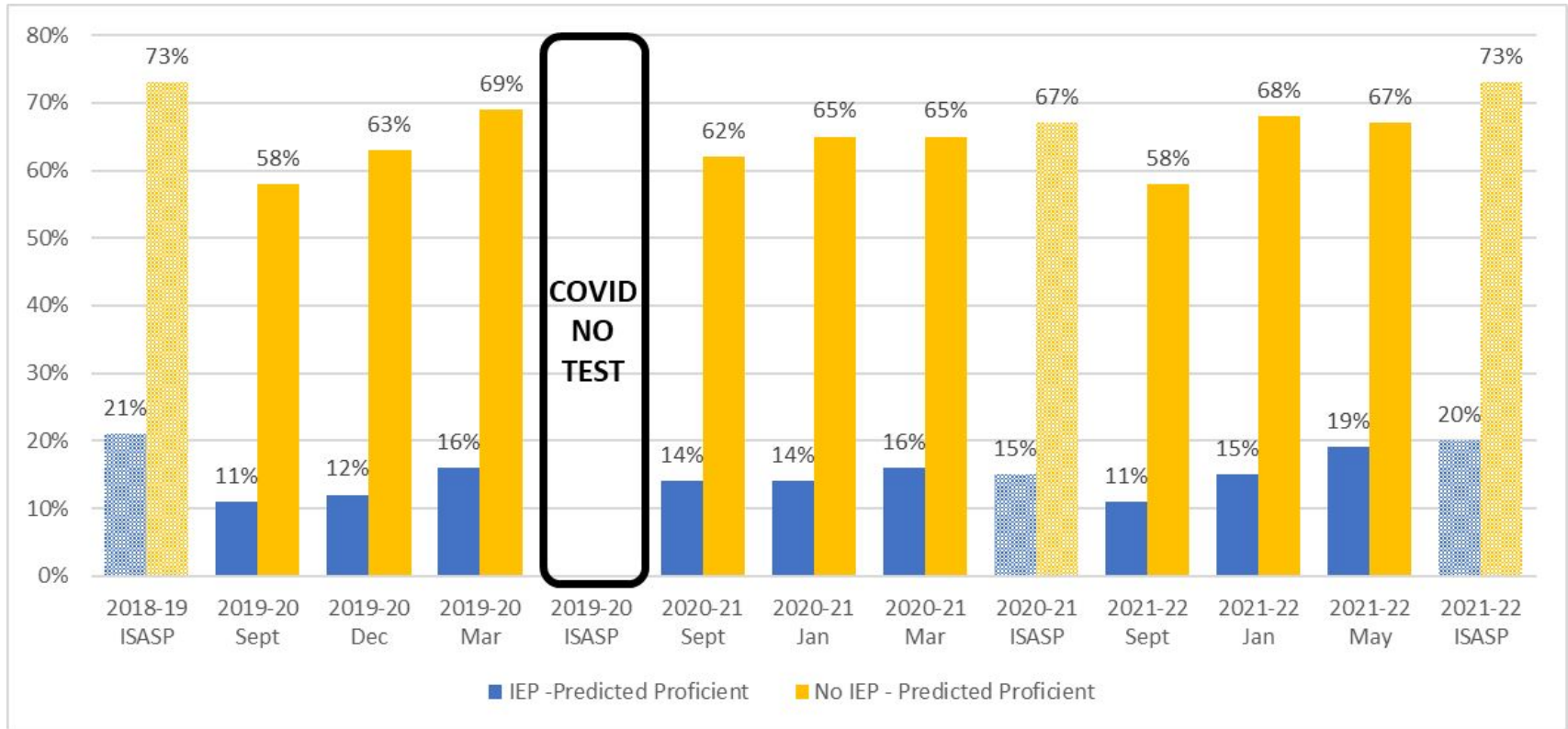
**Yellow on iReady** = 85% predictive of proficiency on ISASP.

**Green + Yellow** = an approximation of our end of year ISASP results.

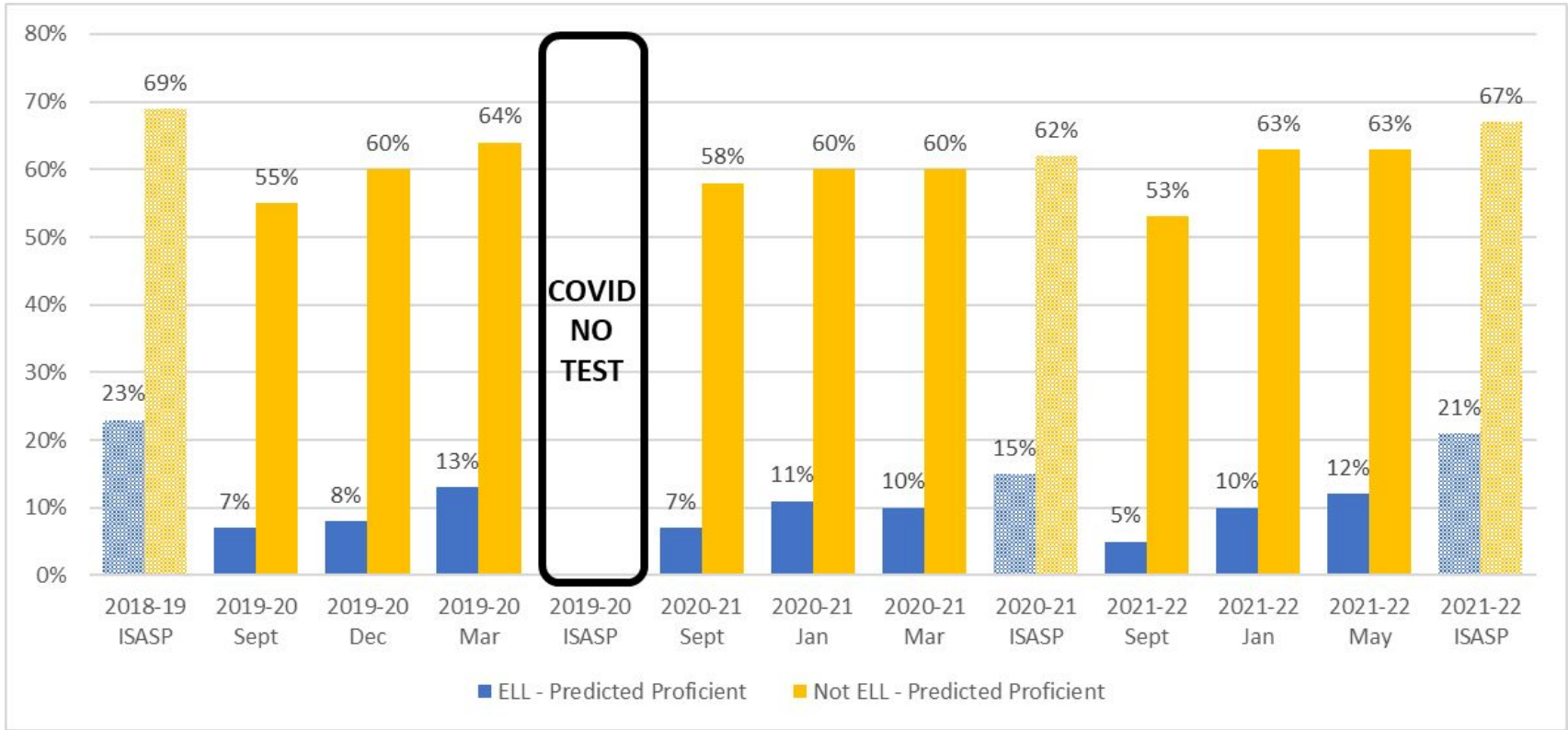
# MS Reading (iReady, ISASP)



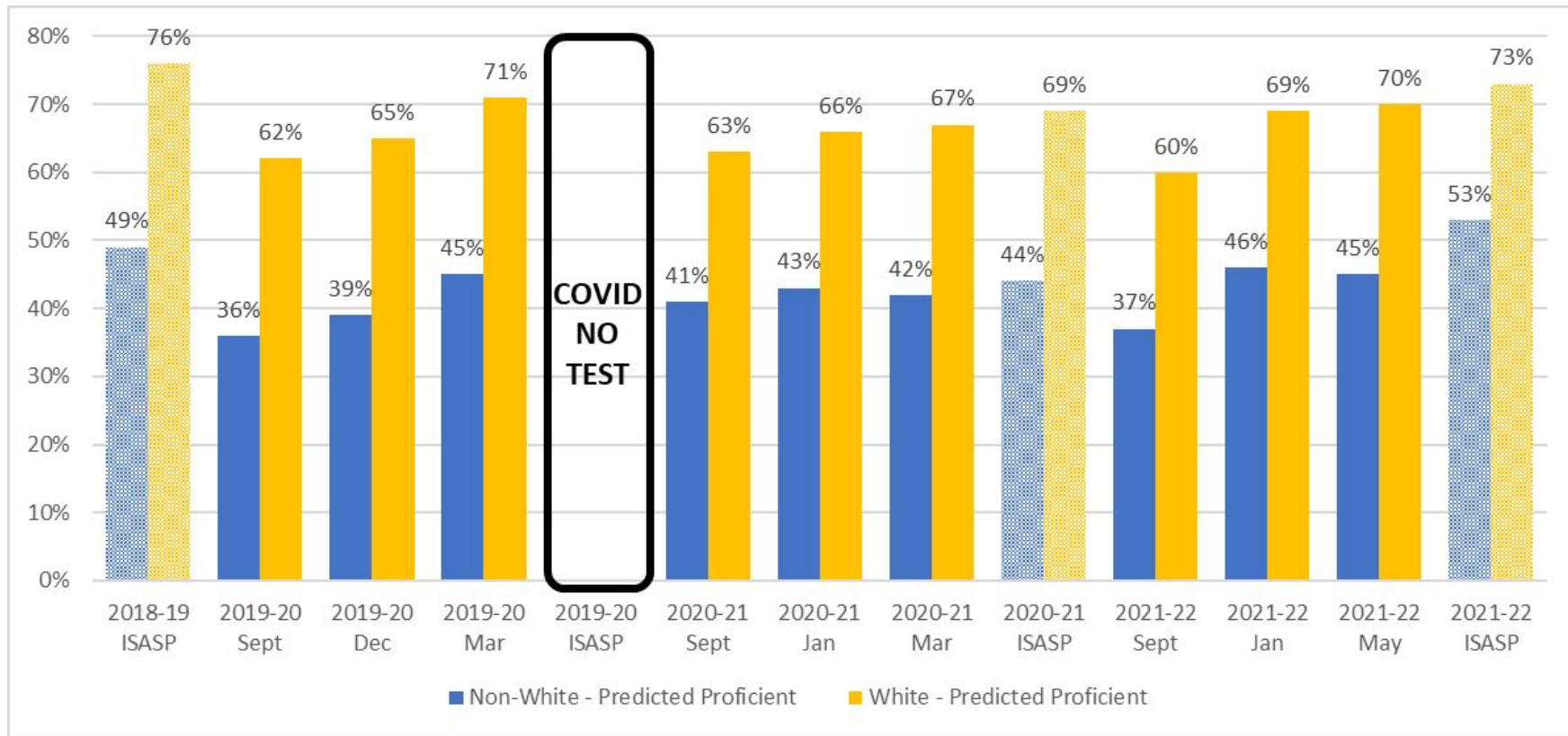
# MS Reading (iReady, ISASP) - IEP



# MS Reading (iReady, ISASP) - ELL

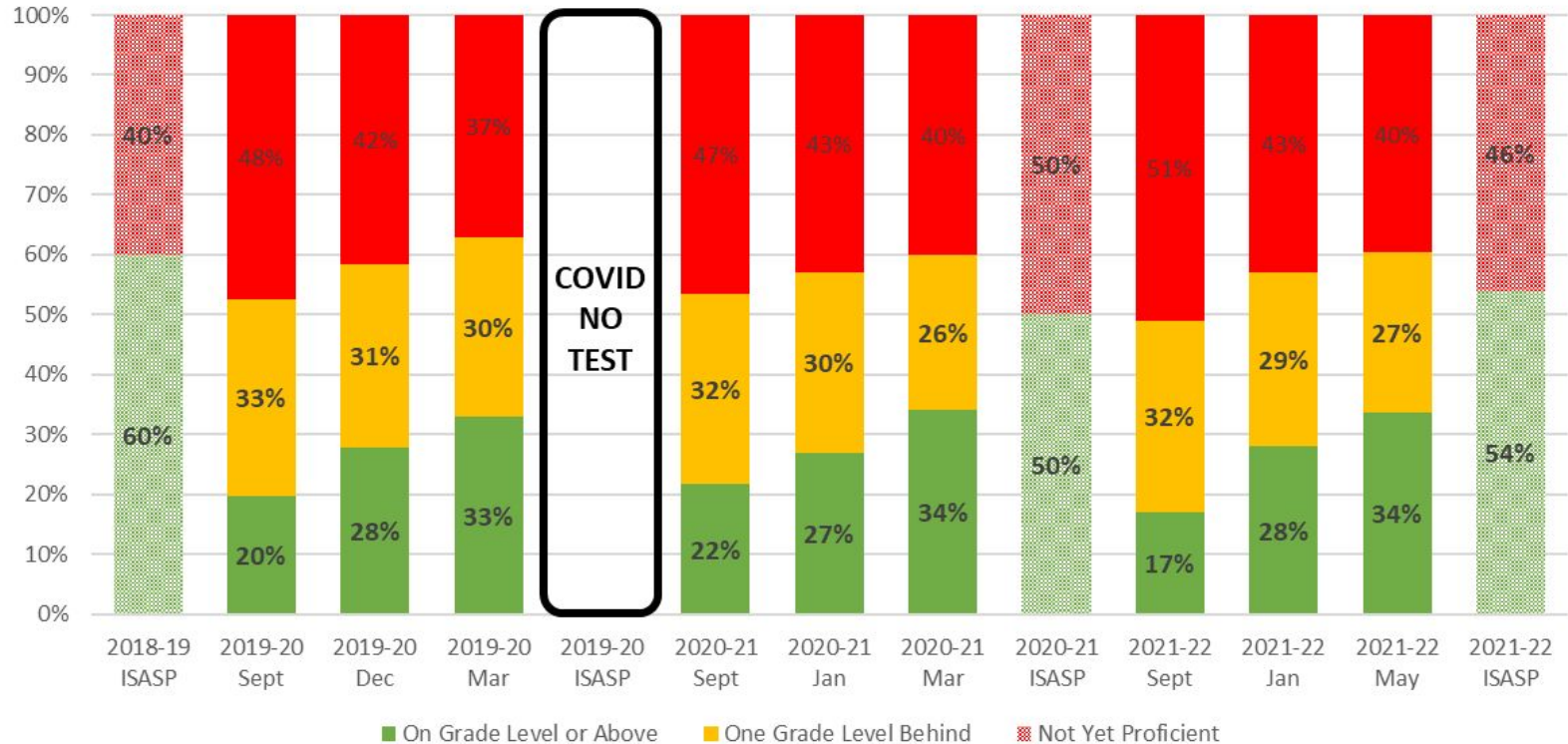


# MS Reading (iReady, ISASP) - Race/Ethnicity



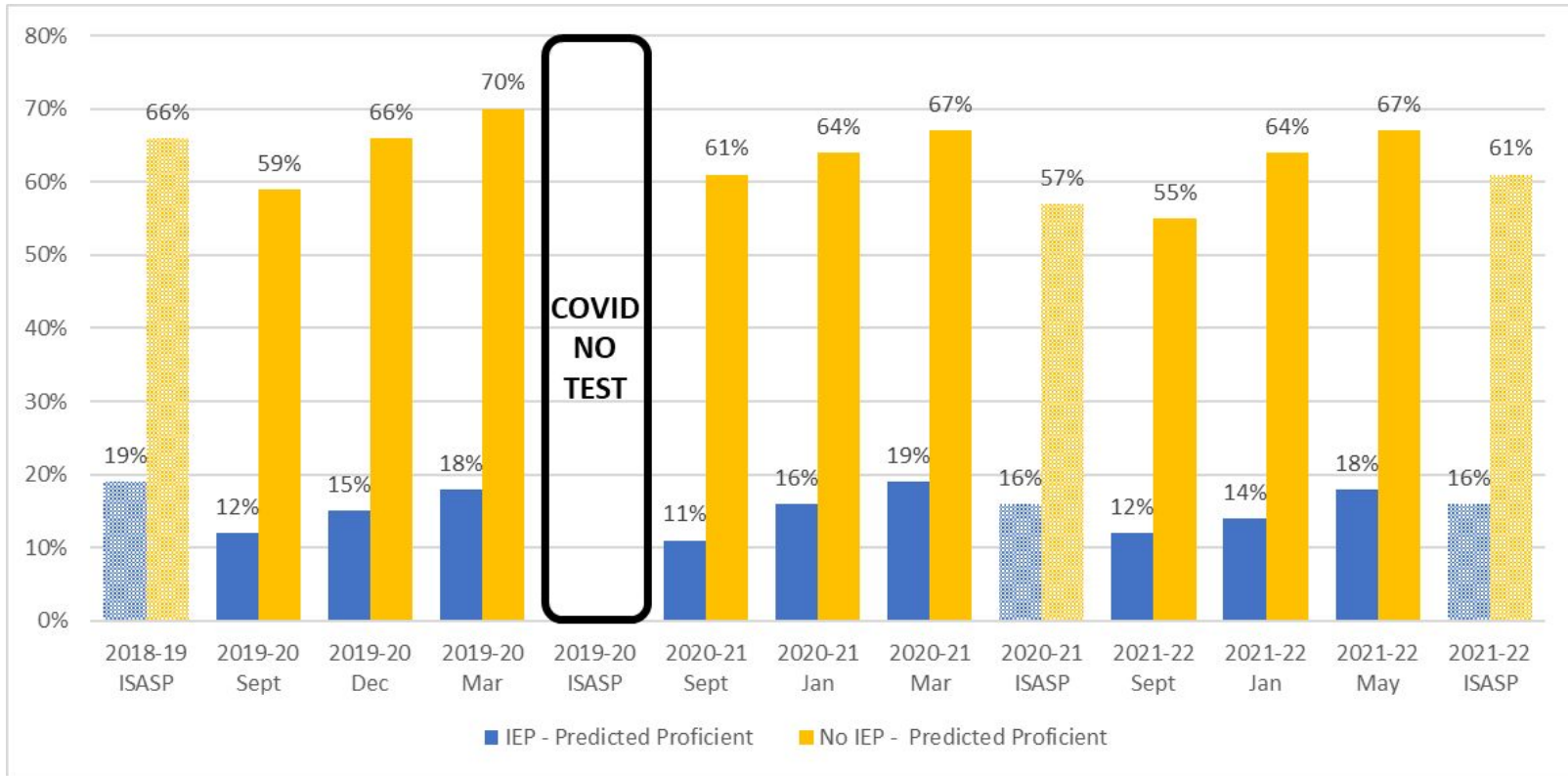


# MS Math (iReady, ISASP)

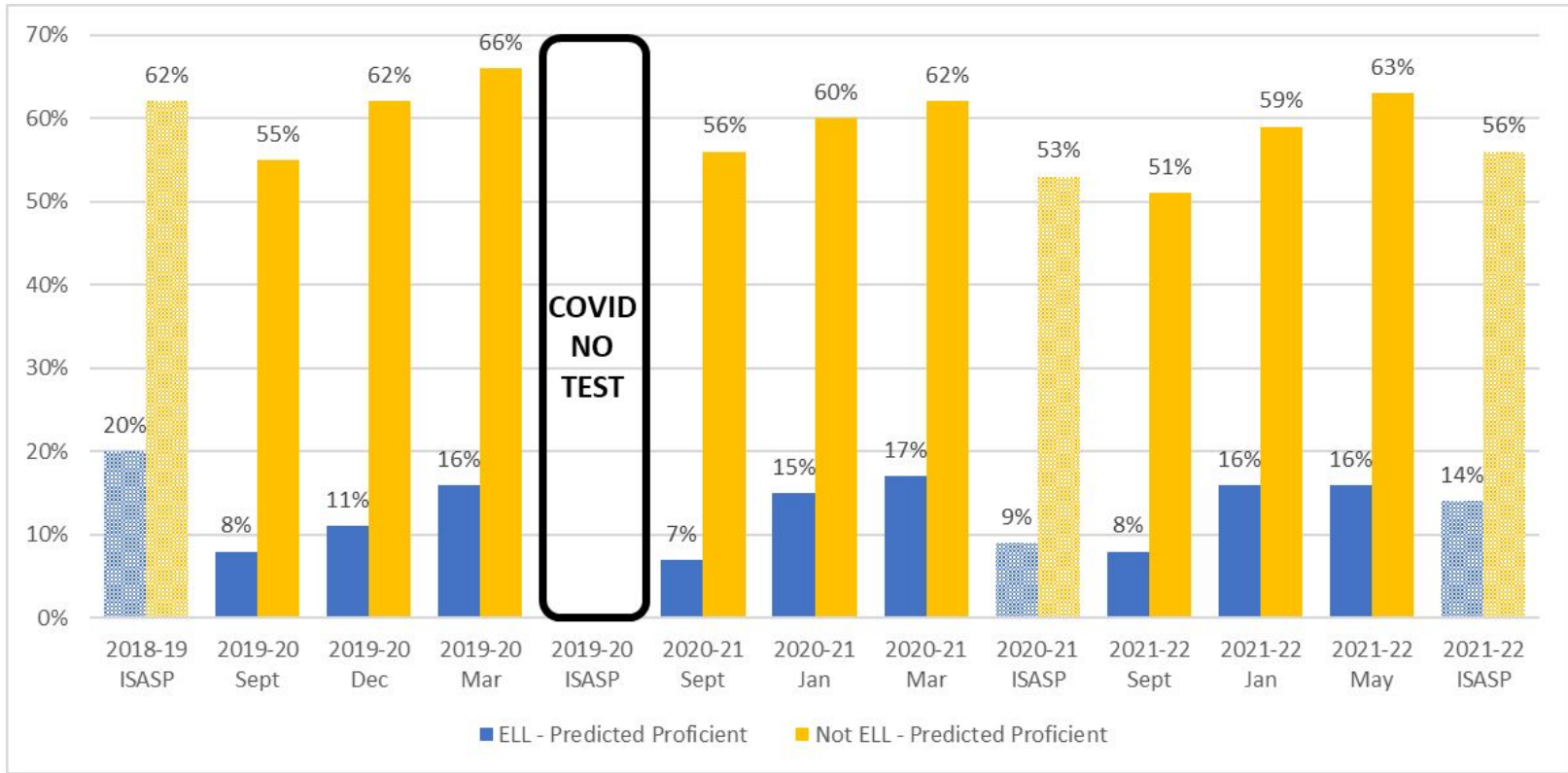




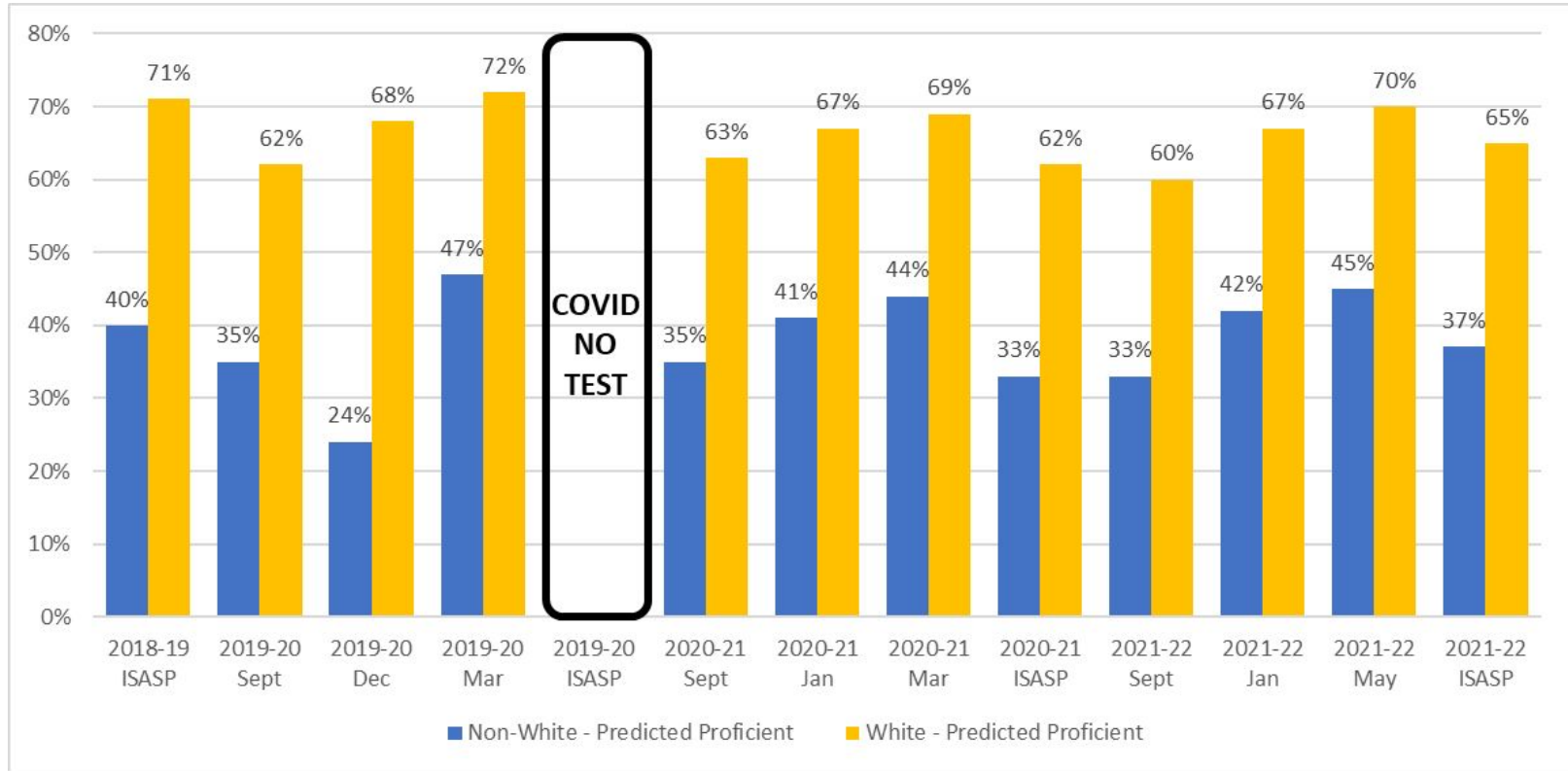
# MS Math (iReady, ISASP) - IEP



# MS Math (iReady, ISASP) - ELL



# MS Math (iReady, ISASP) - Race/Ethnicity



# Middle School Summary

## Areas of Pride

- 1.) Overall reading and math growth year over year (+7 in reading, +4 in math on ISASP)
- 2.) Closed white/non-white gap by 5 points in reading on ISASP
- 3.) Increase in non-white +11 in reading year over year on ISASP
- 4.) Nearly returned to pre-covid proficiency in overall reading on ISASP

## Areas of Growth

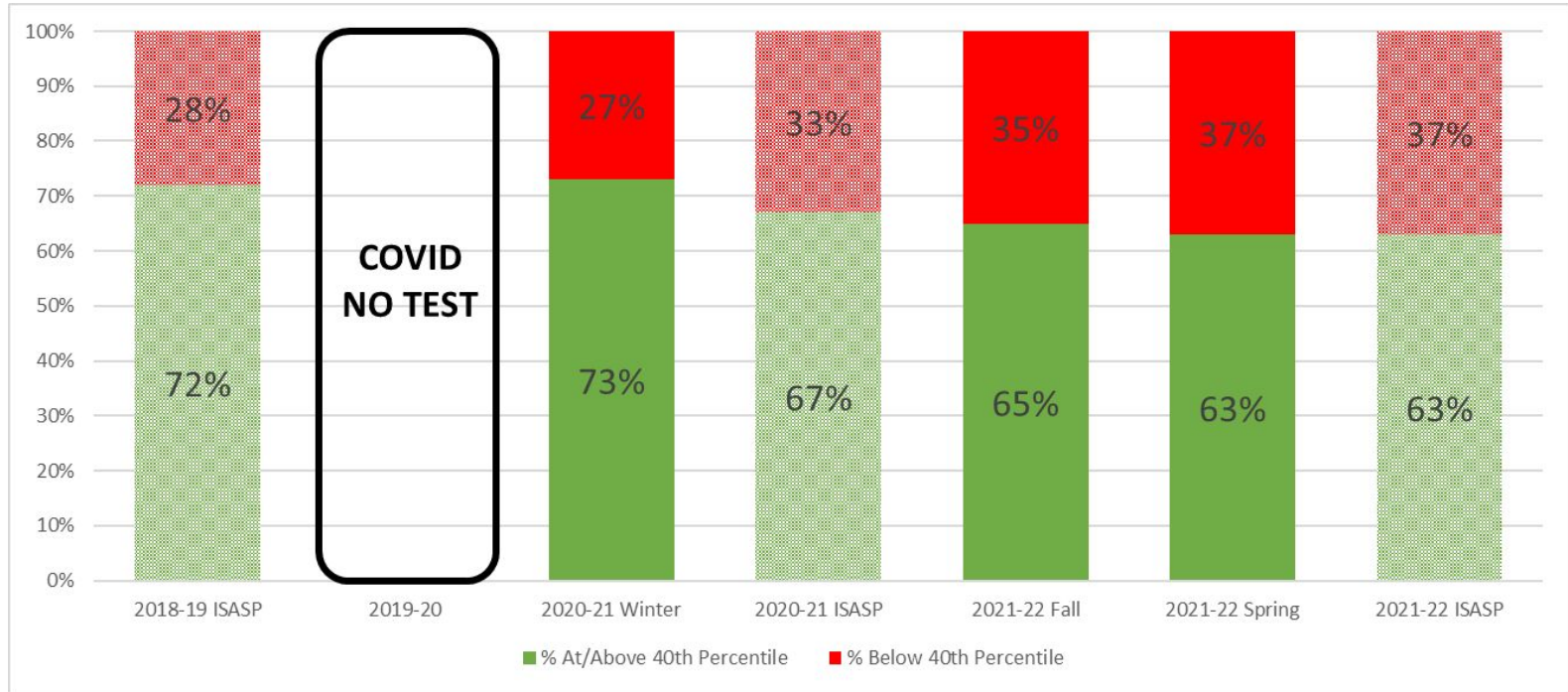
- 1.) Targeted work to improve proficiency and close gaps in reading and math across subgroups - race, ELL, and IEP
- 2.) Improving growth and proficiency rates for all students

# High Schools - MAP Assessment

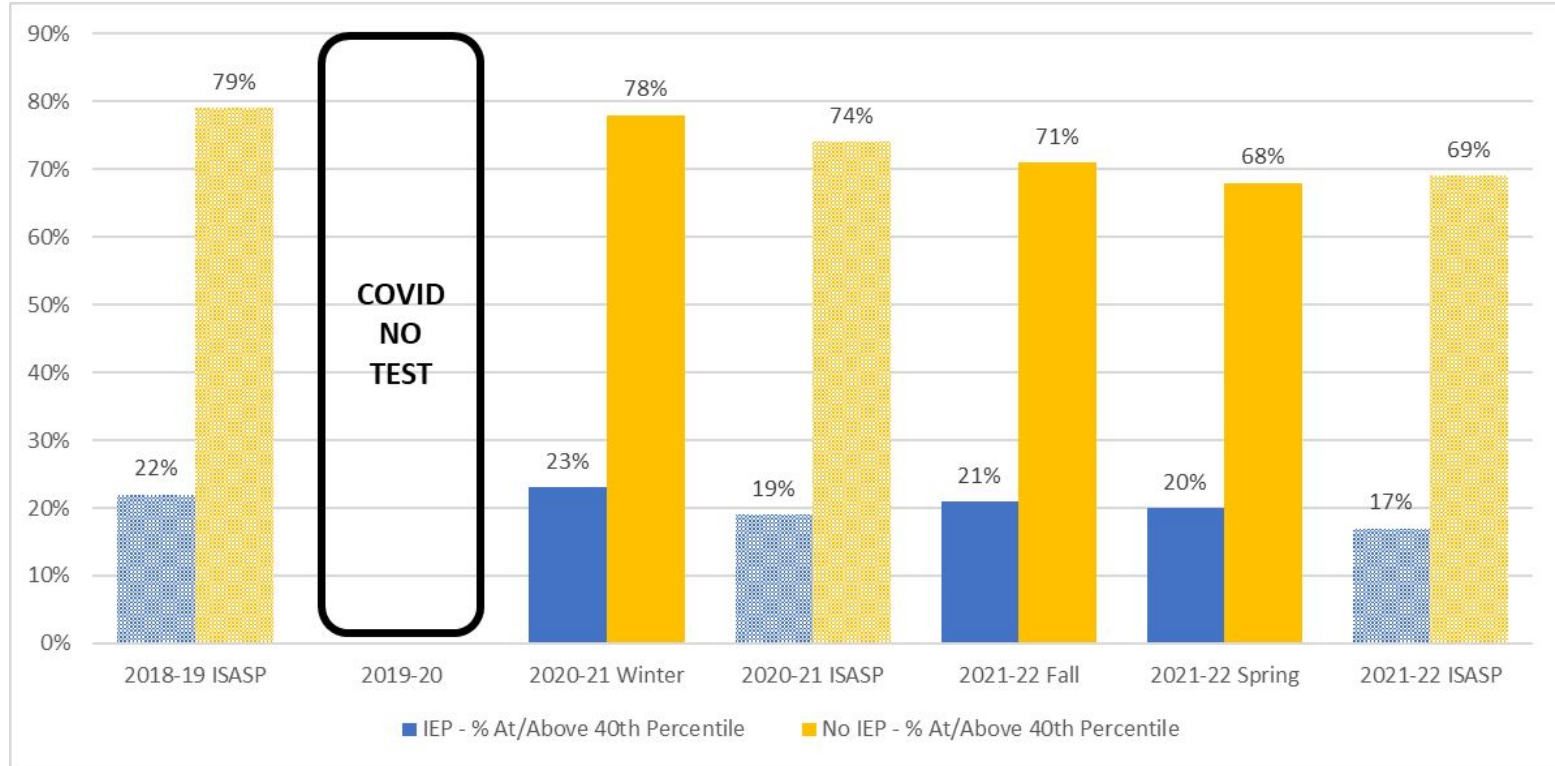
**NWEA MAP = (Measures of Academic Progress)**

- **When:** Fall & Winter assessment windows
- **What:** Three areas of measurement for growth in
  - Math, Reading, Science
- **Who:** 9th - 11th graders

# HS Reading (MAP, ISASP)

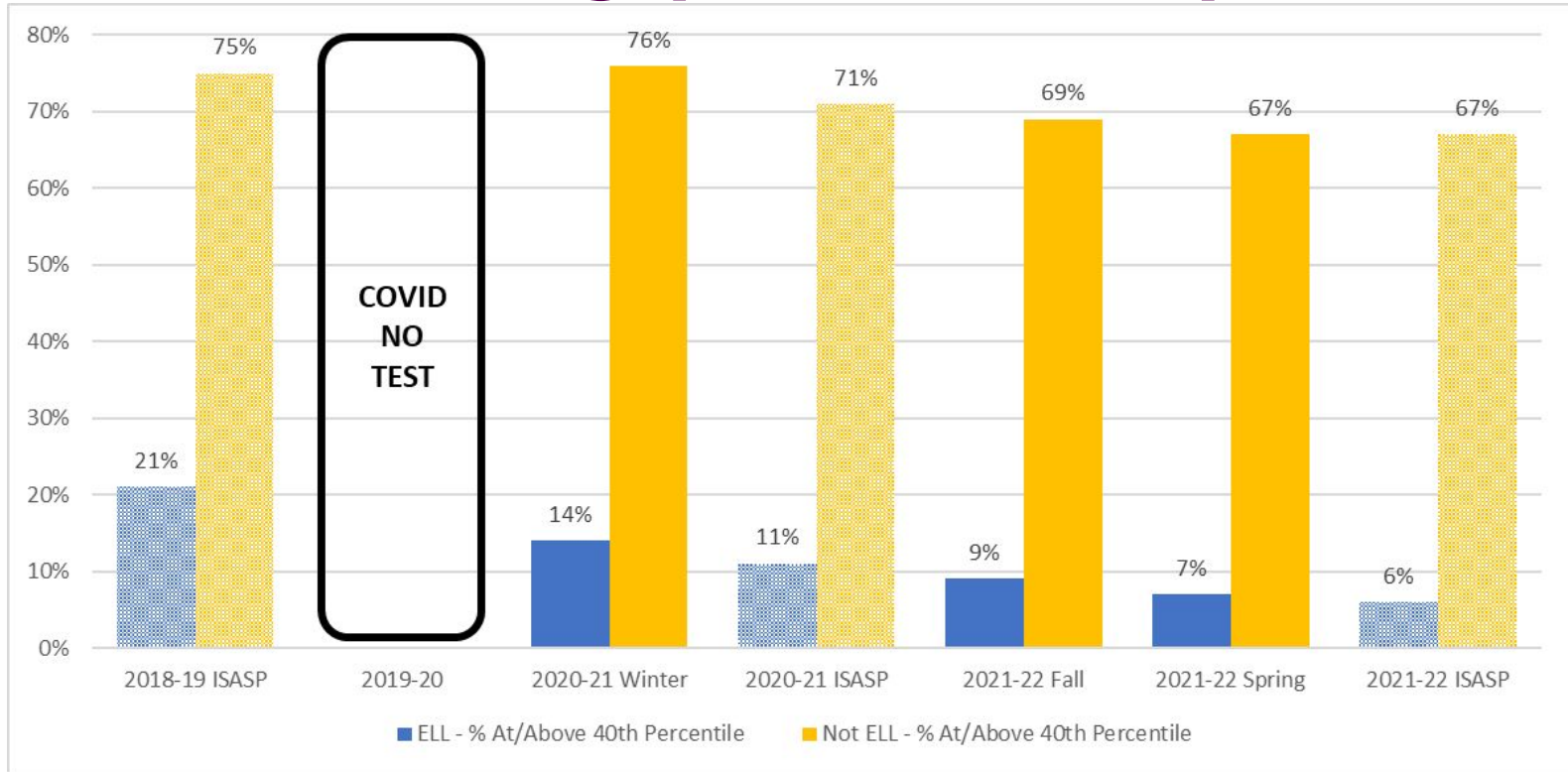


# HS Reading (MAP, ISASP) - IEP



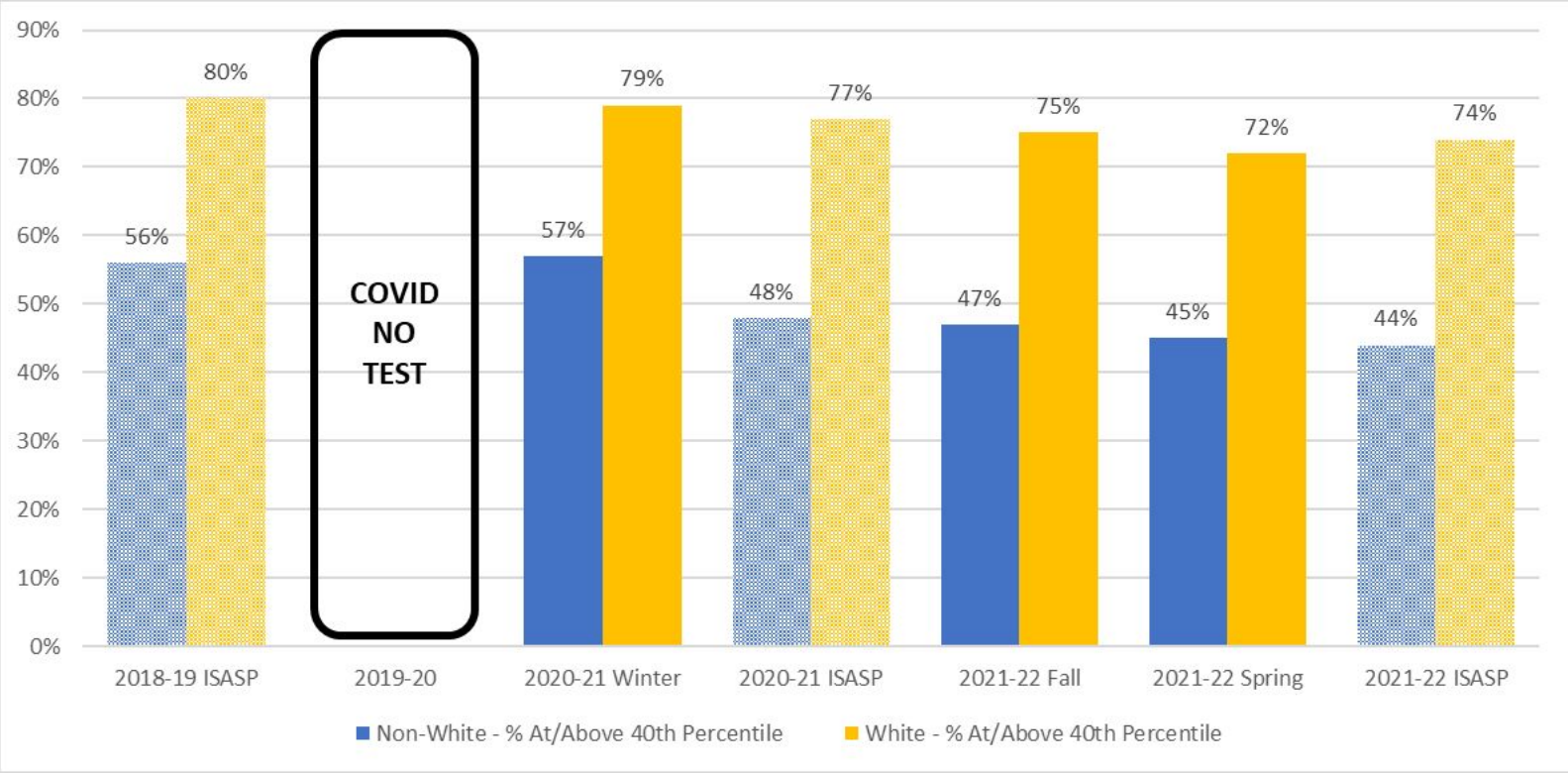


# HS Reading (MAP, ISASP) - ELL

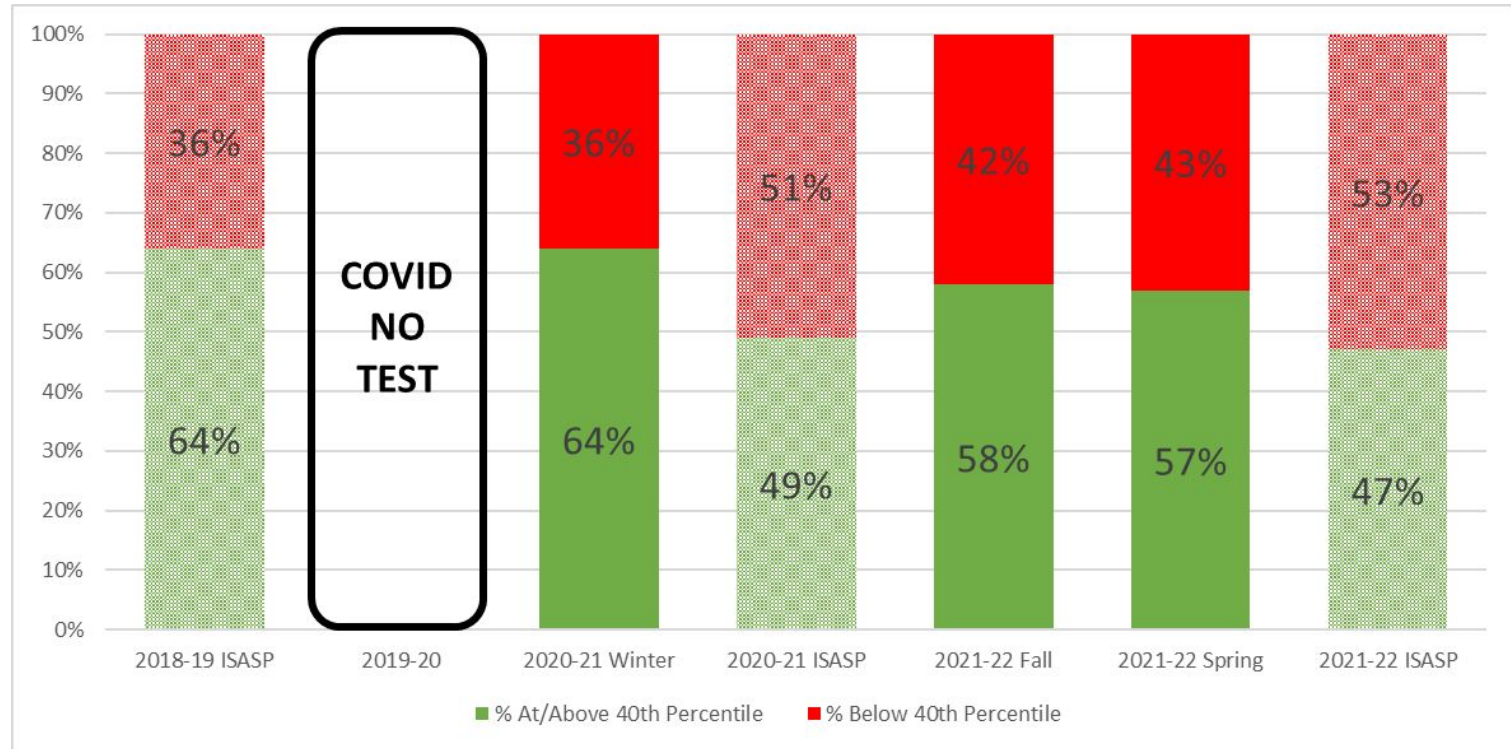




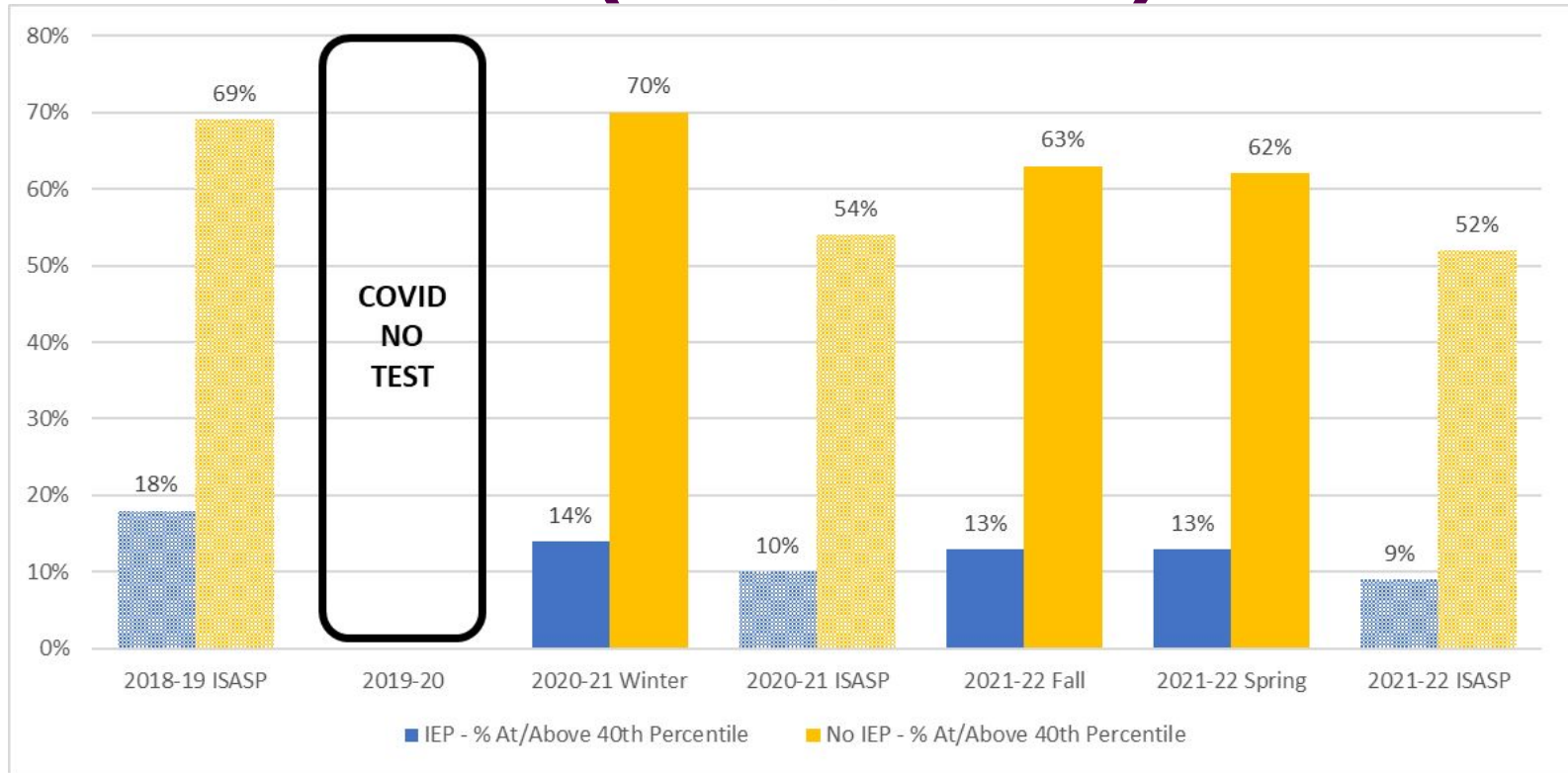
# HS Reading (MAP, ISASP) - Race/Ethnicity



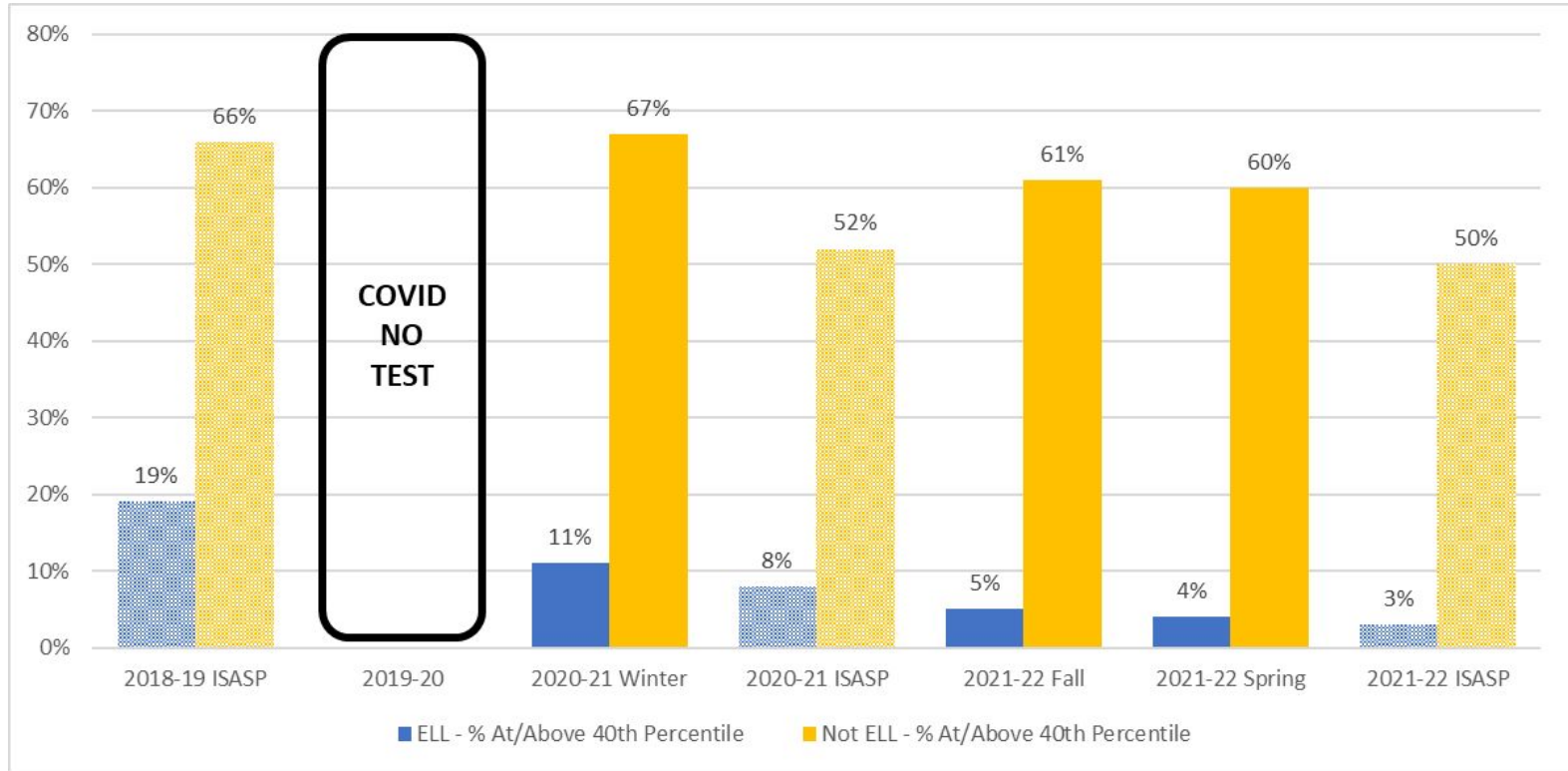
# HS Math (MAP, ISASP)



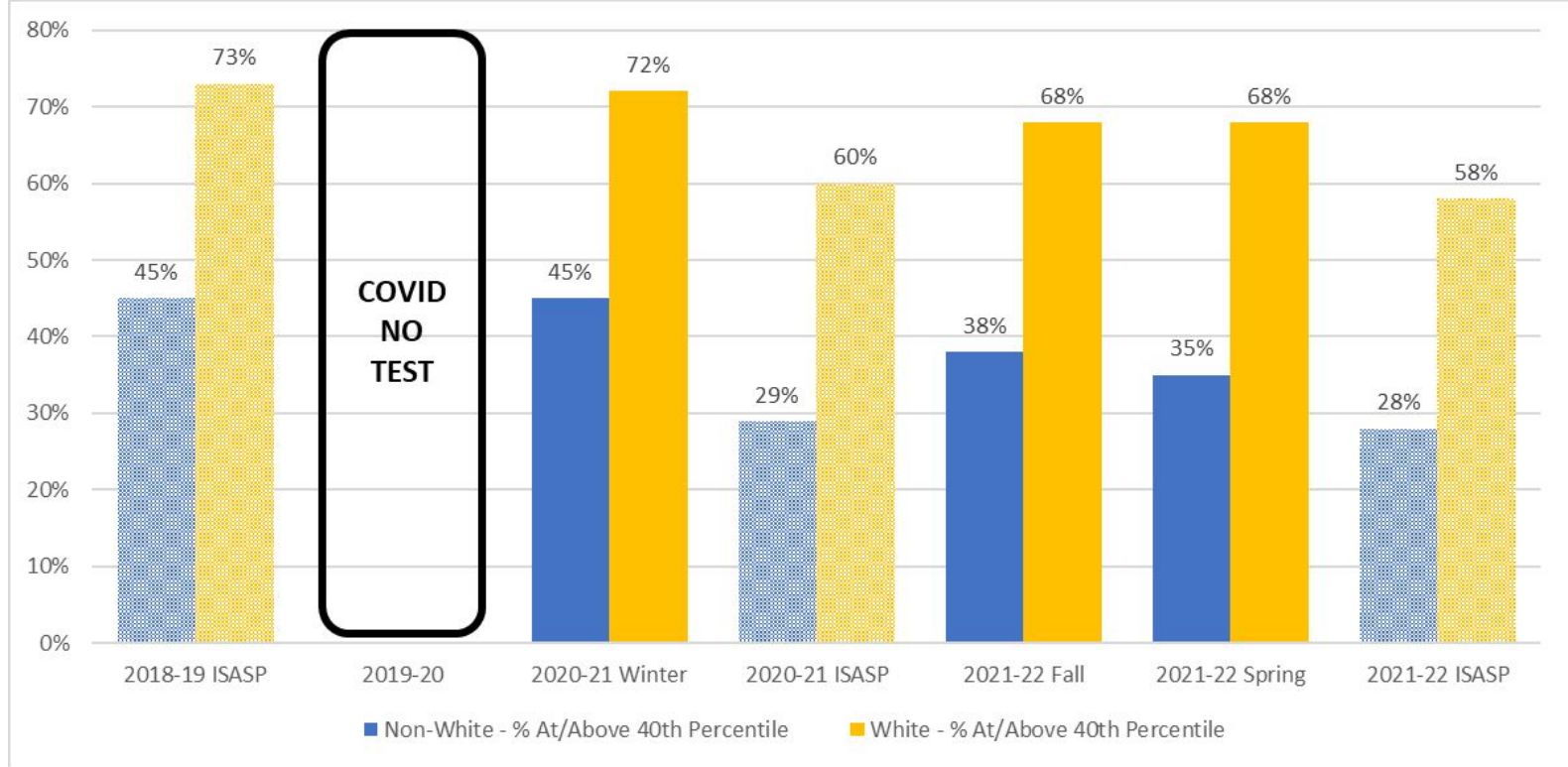
# HS Math (MAP, ISASP) - IEP



# HS Math (MAP, ISASP) - ELL

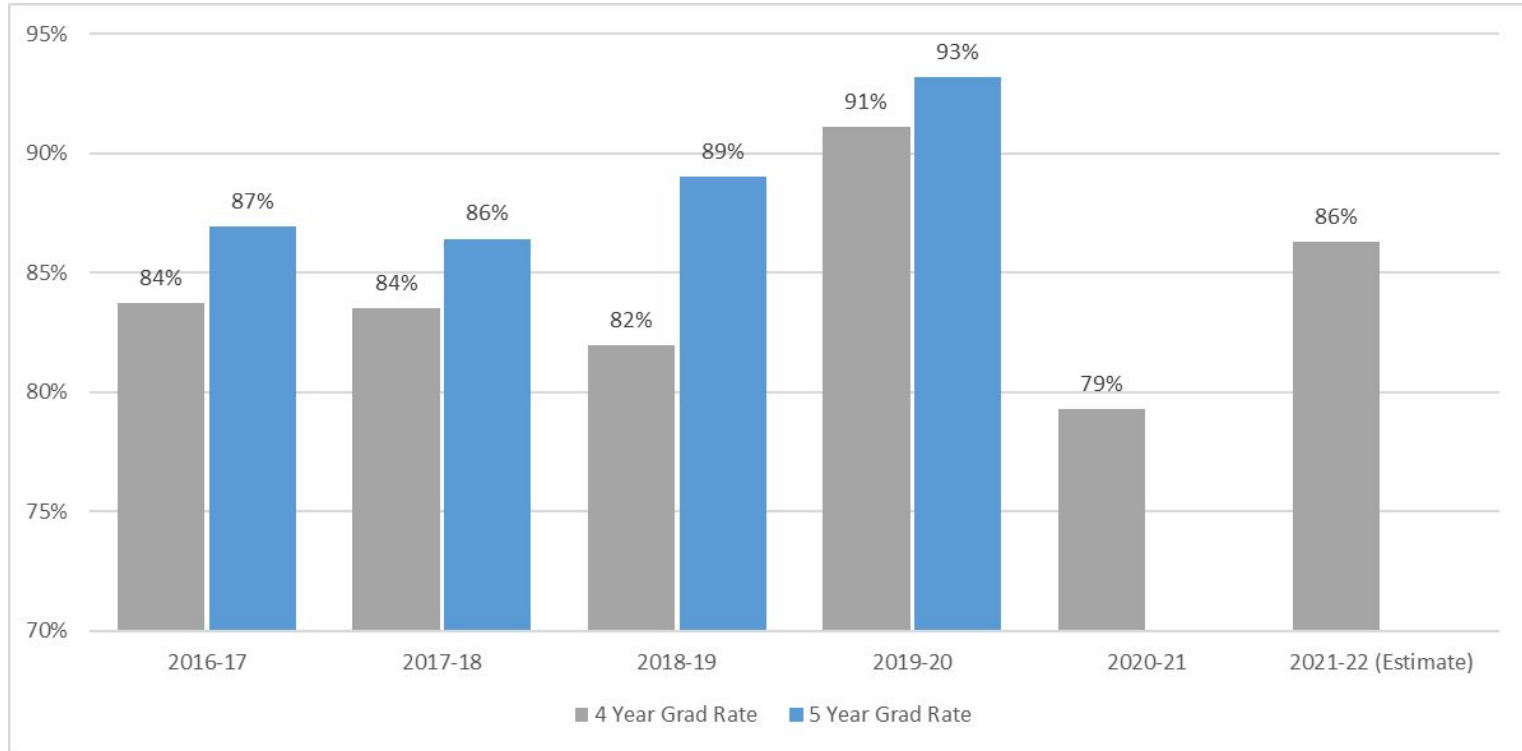


# HS Math (MAP, ISASP) - Race/Ethnicity





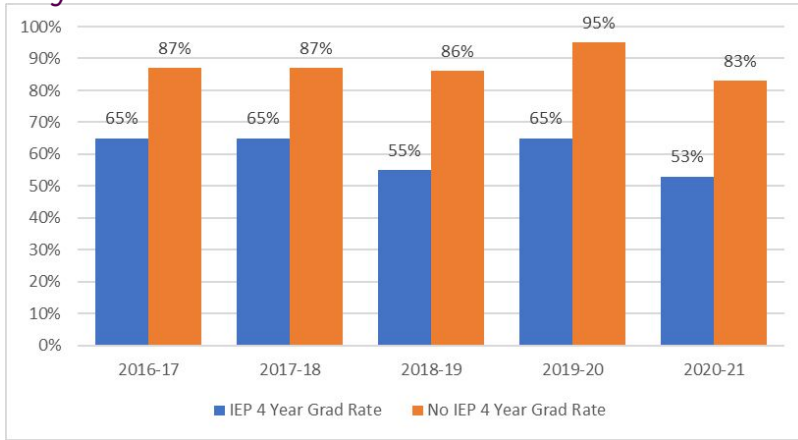
# 4-Year, 5-Year Graduation Rates



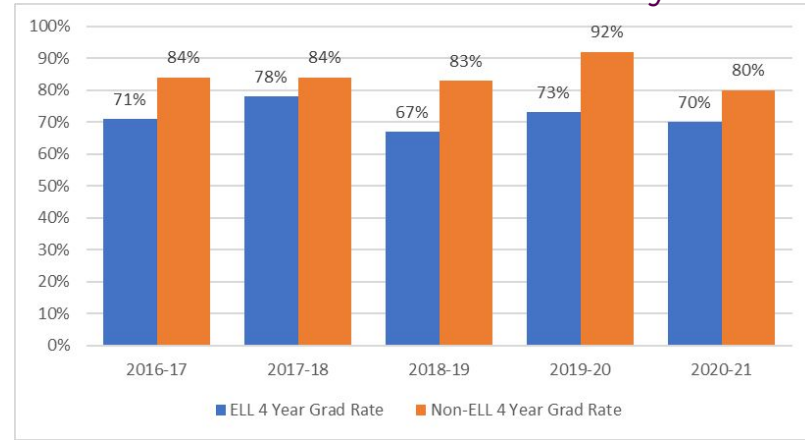
\*21-22 breakdowns have not been released by the DOE yet

# 4-Year Graduation Rates

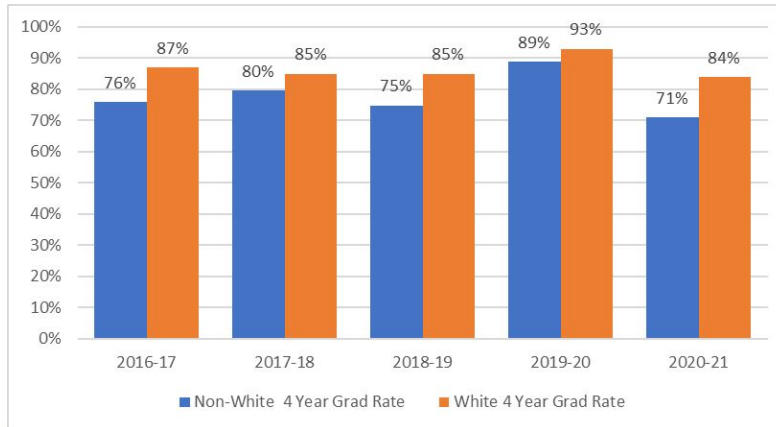
By IEP



By ELL



By Race/Ethnicity

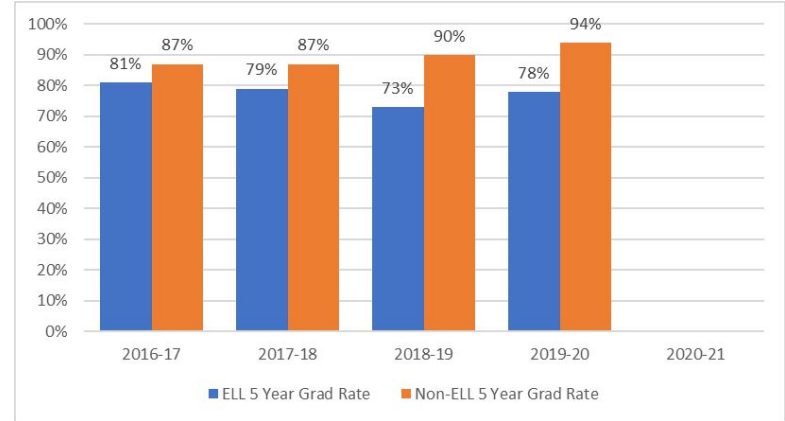
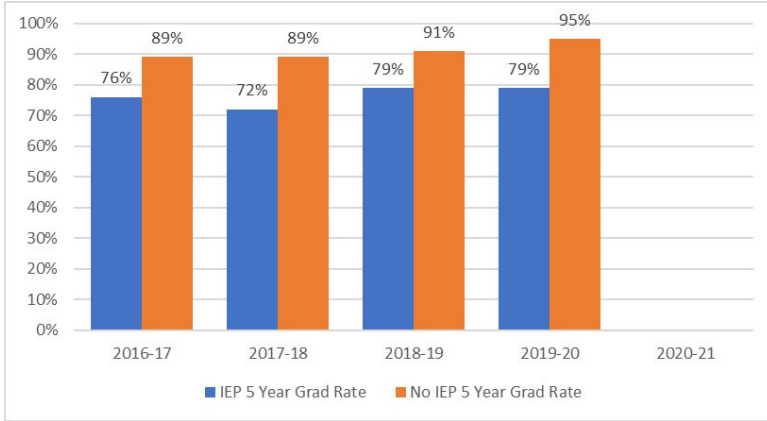


\*21-22 breakdowns have not been released by the DOE yet

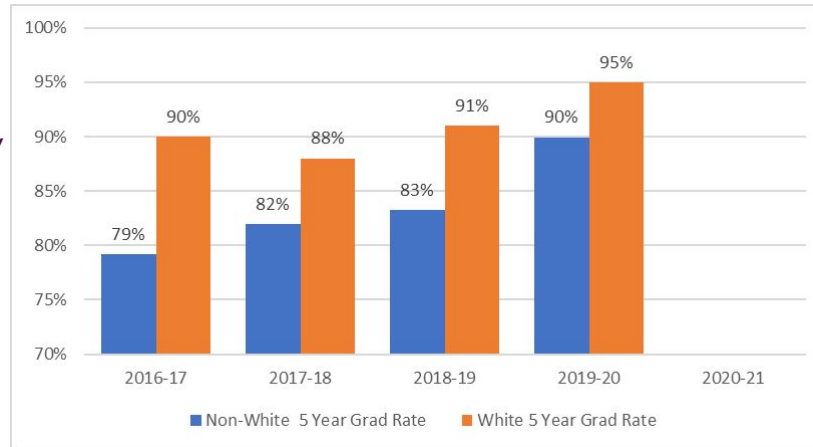
By IEP

# 5-Year Graduation Rates

By ELL



By Race/Ethnicity



\*20-21 rates have not been released by the DOE yet



# High School Summary

## Areas of Pride

- 1.) Increase in graduation rate post-COVID by 7 points
- 2.) Groundwork for positive adult-student relationships and a commitment to safe and supportive schools

## Areas of Growth

- 1.) Improving proficiency rates for all sub groups.
- 2.) Continued work to close gaps in reading and math in race, ELL, and IEP.
- 3.) Increasing graduation rate

# Promising Practices





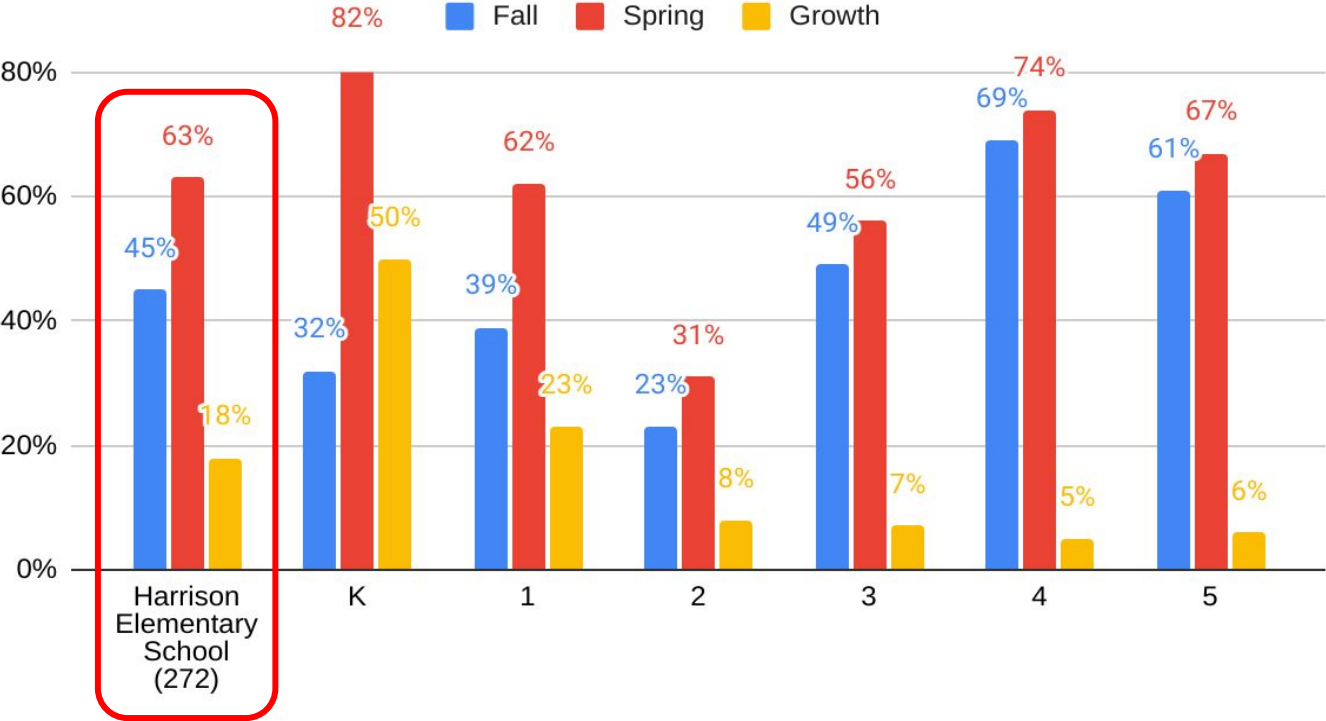
Every Leader,  
Every Day,  
Future Ready!



# Harrison FAST Growth

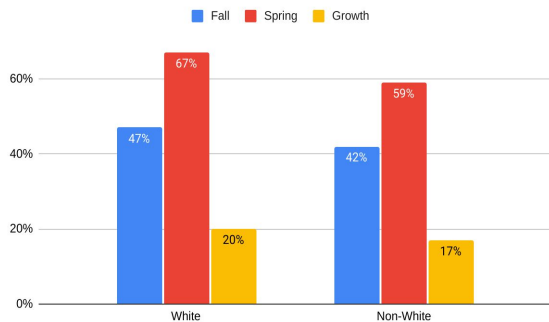


## Building Growth Fall to Spring

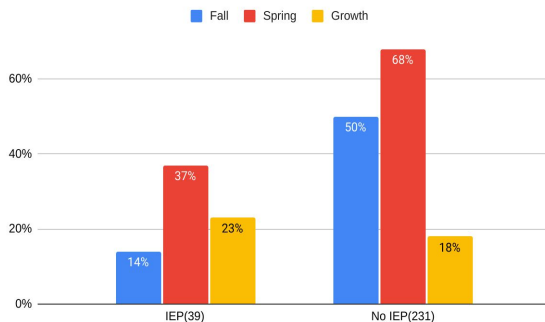


# Harrison FAST Growth

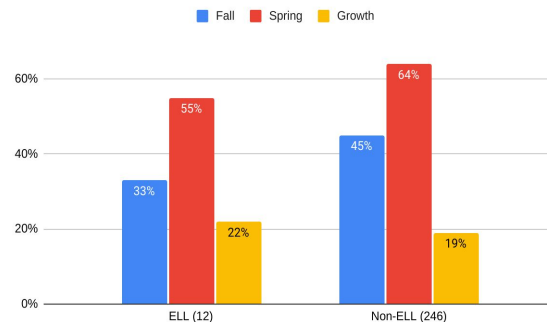
White/Non-White



IEP(39) and Non-IEP(231)



ELL (12) and Non-ELL (246)



## SCHOOL WIDE INSTRUCTIONAL MODEL

**Mission:** We know our Cedar Rapids Elementary Schools are successful when we ensure all learners are provided with a rigorous academic program, personalized learning, and opportunities for exploring their passions to be future-ready.



**Vision:** **Every Leader,** Every Day, Future Ready!

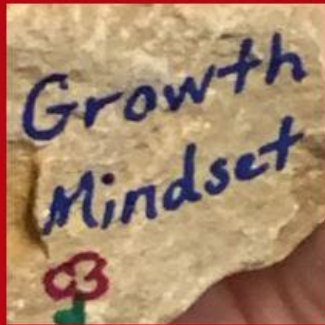
Collective Commitments

## 4 BIG ROCKS

1. RELATIONSHIPS
2. PROFESSIONALISM
3. GROWTH MINDSET
4. HAVING FUN

All students and staff can learn and grow.

- I will treat all students as if they are mine.
- I will begin with the end in mind and synergize when planning and delivering instruction for all learners.
- I will be proactive and open-minded when facing challenges.
- I will think win-win to create a positive path to learning for all students.
- Students and staff will create their own vision through setting, tracking, and celebrating goals.



Growth Mindset



# Harrison School Wide Systems

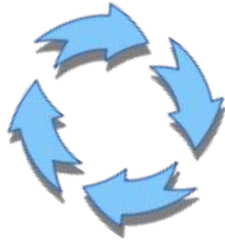
Collective Commitments to support all students **ALL KIDS ARE OUR KIDS!**

## MTSS

(Multi Tiered System of Support)

## Intervention system

- Diagnose
- Teach
- Monitor
- Regroup



## Other systems supporting MTSS

- Propel (Reading) Team meets weekly
  - Analyzing targeted subgroup data
  - Planning for PL
- Grade Level Teams - Meet twice per week
  - Planning/Data analysis
  - ELA data analysis at least once a month
- Special Ed Learning Support Team meet
  - Meets once per month - analyzing data for students with IEPs
- Whole School Goal tracking
  - Individual students (Leadership Portfolios)
  - Grade level
  - Building

# Harding Middle School

- **Focus** -We are focused on learning and we have created this culture at Harding.
- **Collaboration** -Teachers have ongoing conversations on what they are teaching and how well students are progressing on the standards.
- **Tracking student progress** -Teachers have developed tools for student goal setting, tracking progress and reflecting on learning.

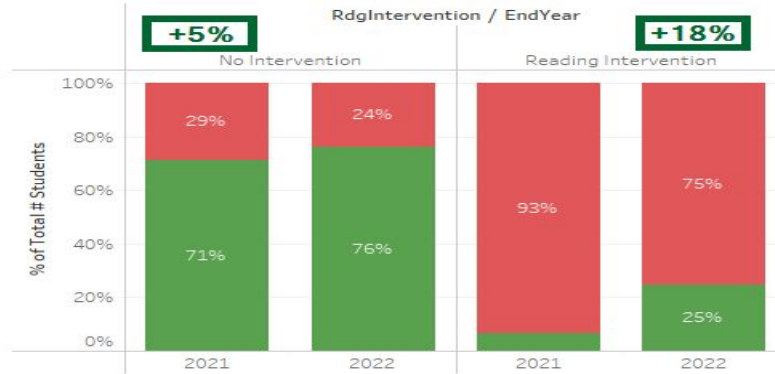


# Harding Middle School

- **MTSS support and ESSER \$-** We focus on providing additional support at the lowest level needed. We have Tier 2 and Tier 3 support in place for our students.
- **Safe and Supportive Environment -** We focus on relationships and we celebrate success.

# Data from intervention students

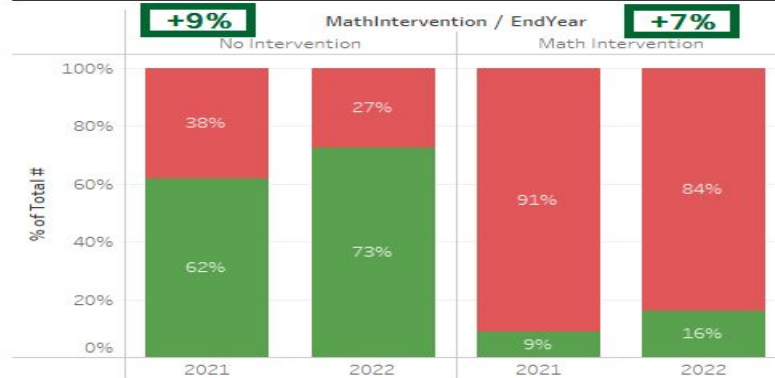
## ISASP ELA - 2021 vs 2022



RdgIntervention	ELA Proficiency	EndYear			
		2021		2022	
		%	#	%	#
No Intervention	Not Yet Proficient	29%	180	24%	154
	Adv & Prof	71%	442	76%	493
Reading Intervention	Not Yet Proficient	93%	43	75%	40
	Adv & Prof	7%	3	25%	13

**ELA Proficiency**  
■ Not Yet Proficient  
■ Adv & Prof

## ISASP Math - 2021 vs 2022



MathIntervention	Math Proficiency	EndYear			
		2021		2022	
		%	#	%	#
No Intervention	Not Yet Proficient	38%	234	27%	175
	Adv & Prof	62%	379	73%	466
Math Intervention	Not Yet Proficient	91%	52	84%	53
	Adv & Prof	9%	5	16%	10

**Math Proficiency**  
■ Not Yet Proficient  
■ Adv & Prof

# JHS Freshman Core



**FRESHMEN CORE**

***Ninth Grade = Success***



## **FRESHMEN CORE**

***Ninth Grade = Success***

**Here at Jefferson High School, when data shows a program is successful, we want to expand it deeper across our school environment. The Jefferson BlendED program has a proven success rate and we are now applying those same principles to a new Freshmen Core program.**

**Incoming Jefferson High School 9th graders will be enrolled in the new Freshmen Core program. While standard freshman classes are three - 90 minute classes, Freshmen Core breaks those blocks up into shorter, more digestible, 30 minute classes. This allows students to have more work time, as well as more focused learning. Students can choose to repeat a 30 minute class for better understanding, or use the extra time for focused work.**

# BlendED program to Freshman Core



## WHY

- Transition from 8th to 9th grades
- Data trends support academic growth and proficiency
- Data shows higher rate of credits earned
- Data shows positive associations toward graduation rates

## How

- BlendEd started in 2014 to solve issues around high 9th grade failure rates, absenteeism, tardies, and low engagement.
- Provide a system of enrichment and intervention

## ***Growth of a Innovative Program:***

- 90 students 3 teachers 4 periods
- 180 students 7 teachers 4 periods
- 240 students 14 teachers Seminar model
- Beginning Inclusion of ELL, Special Education
- 350 students 15 teachers Seminar model
- 401 freshmen 20 teachers Seminar model

## 20-21 Credits earned vs. failure rate

(BA = BlendED Academy)

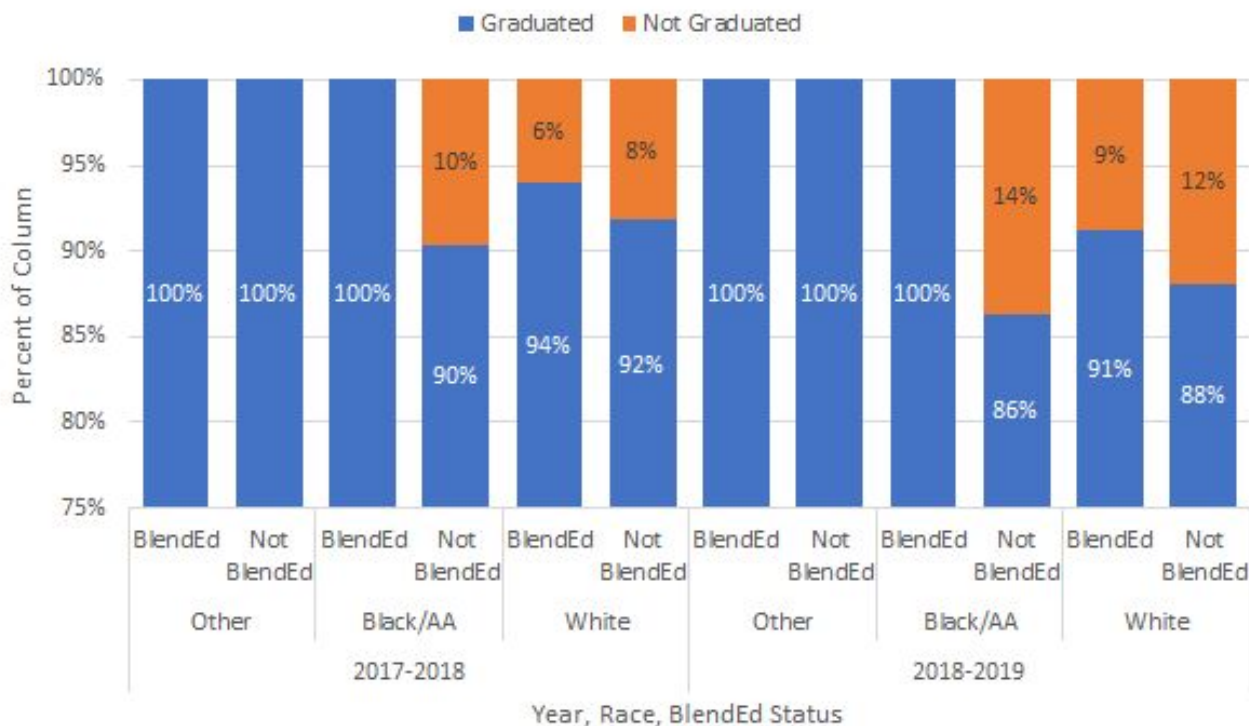
	# Fs	Total students	Percent
<b>BA Math</b>	20	216	9%
<b>Non BA Math</b>	151	627	24%
<b>BA LA</b>	18	222	8%
<b>Non BA LA</b>	120	511	23%
<b>BA Science</b>	21	225	9%
<b>Non BA Science</b>	107	616	17%
<b>BA All</b>	59	663	9%
<b>Non BA All</b>	378	1754	22%

## 21-22 Credits earned vs. failure rate

(BA = BlendED Academy)

	# Fs	Total students	Percent
<b>BA Math</b>			
<b>Non BA Math</b>			
<b>BA LA</b>			
<b>Non BA LA</b>			
<b>BA Science</b>			
<b>Non BA Science</b>			
<b>BA All</b>	66	824	8%
<b>Non BA All</b>	205	1206	17%

## Grad Rate by BlendEd and Race/Eth Grouped







Level 5 – Competency-Based Personalized Learning

**Grading Rubric**

4	Advanced	Know it & apply it
3	Proficient	Know it
2	Developing	Almost know it
1	Basic	Starting to know it

Level 4 – Standards – Based Reporting



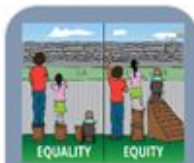
Level 3 – Guaranteed and Viable Curriculum



Level 2 – Effective Teaching in Every Classroom



Level 1 – Safe and Collaborative Culture



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# Overall Summary:

1. Continue work on closing achievement gaps and increasing proficiency for all students at every level
2. Strategic focus on culture and climate to create schools where people want to attend and where strong relationships are built (Sense of Belonging)
3. Strategic focus on building staff capacity and support through coaching and evaluation processes (New Art and Science of Teaching)
4. Continue focus on increasing graduation rate

# System Alignment to Reach Strategic Indicators

- 1.) Evaluation, feedback, and coaching system in place (HRS 2.4)
- 2.) Intentional connection and alignment between culture/climate transformation and special services departments (HRS 1.2)
- 3.) Data review process and procedure (HRS 1.4)
- 4.) Alignment of professional learning with district teams, principal teams, and teacher and teacher leader teams (HRS Levels 1-3)

# Next Steps for 2022-23:

- 1.) Improve Core Instruction (HRS 1.4, 2.4, 3.2)
  - a.) Empower teacher teams through our PLC structures
  - b.) Support teachers in instructional best practices through New Art of Science of Teaching evaluation process and coaching practices
  - c.) New math curriculum (K-8)
- 2.) Multi-Tiered Systems of Support (HRS 1.4)
  - a.) Time - PLC structures
  - b.) Resources - aligned prof. learning, math materials
  - c.) Training - PBIS training
- 3.) Continued focus on intentional partnership with families to improve student progress (HRS 1.2, 1.6)
  - a.) Minimum of four family conversations annually focused on student progress

# QUESTIONS + ANSWERS



**LEARNING & LEADERSHIP**

**BA-23-091      Facility Master Plan Update (Noreen Bush/Jon Galbraith)**

Exhibit: BA-23-091.1-19

**Information Item**

**Pertinent Fact(s):**

The Board will be provided with an opportunity to discuss the Facility Master Plan Task Force information update. The update will include the work of the Task Force from November 2021 to present and the anticipated work through the Summer of 2022.

# Facility Master Plan

Secondary School Focus

Board Update

August 22, 2022



Cedar Rapids  
Community School District  
*Every Learner: Future Ready*

# Agenda

- Connection to Strategic Plan
- Purpose and Vision
- FMP Task Force Outcomes and Process
- Opportunity (Econ Development, Future Ready) Equity and ACCESS
- Concepts For Secondary
- Future Timeline
- Questions and Feedback

# CRCS D STRATEGIC PLAN

## FIVE YEAR STRATEGIC PLAN SYSTEM INDICATORS:

### EQUITY

By June 2022, CRCS D will reduce gaps in reading and math across all student demographic groups (ELL, IEP, race) by 20%.  
From 18-19 37.8% → 2022 30.2% average gap

### PROFICIENCY

By June 22 2022, at least 80% of students will score proficient or advanced on ISASP.  
From 18-19 64.5% → 2022 80% average proficiency

### GRADUATION RATE

By June 2022, CRCS D will increase graduation rate by 10%.  
From 2017 4 year 83.5% → 2022 93.5%  
5 year 86.4% → 2022 96.4%

## FOCUS AREAS:

### 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
- Family Engagement Data

#### STRATEGIES:

- Diversity, Equity, and Inclusion Plan
- Intercultural Development Plan
- High Reliability Schools (HRS), Level 1 Implementation and School Improvement Plans (SIP)
- Family Engagement Strategic Plan
- Magnet Schools and Innovative Programs Plan

### 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:

- Formative Assessment System for Teachers (FAST) -- Benchmark and Growth
- Future Ready Pathway Course Enrollment Data
- Profile of a Graduate Rubric Measures
- i ready

#### 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 Plan

### WORKFORCE

#### PURPOSE:

Engage and empower a talented and diverse workforce who supports *Every Learner. Future Ready.*

#### MEASURES:

- Staff Engagement Survey
- Workforce Demographics
- Professional Growth Dashboard
- Employee Retention

#### STRATEGIES:

- Diversity, Equity, and Inclusion Plan
- Workforce Recruitment, On-Boarding, and Succession Plan
- Employee Relations Plan
- Benefit Programs Plan
- HR Systems and Plan

### 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
- Communications Engagement Data

#### STRATEGIES:

- Technology Strategic Plan
- System Upgrade and Integration for Human Resources and Financial Technology Plan
- Facilities Master Plan (Phase I and Phase II)
- Safety and Security Plan
- Transportation Strategic Plan
- Nutritious and Healthy Meals Implementation Plan
- Communications Strategic Plan



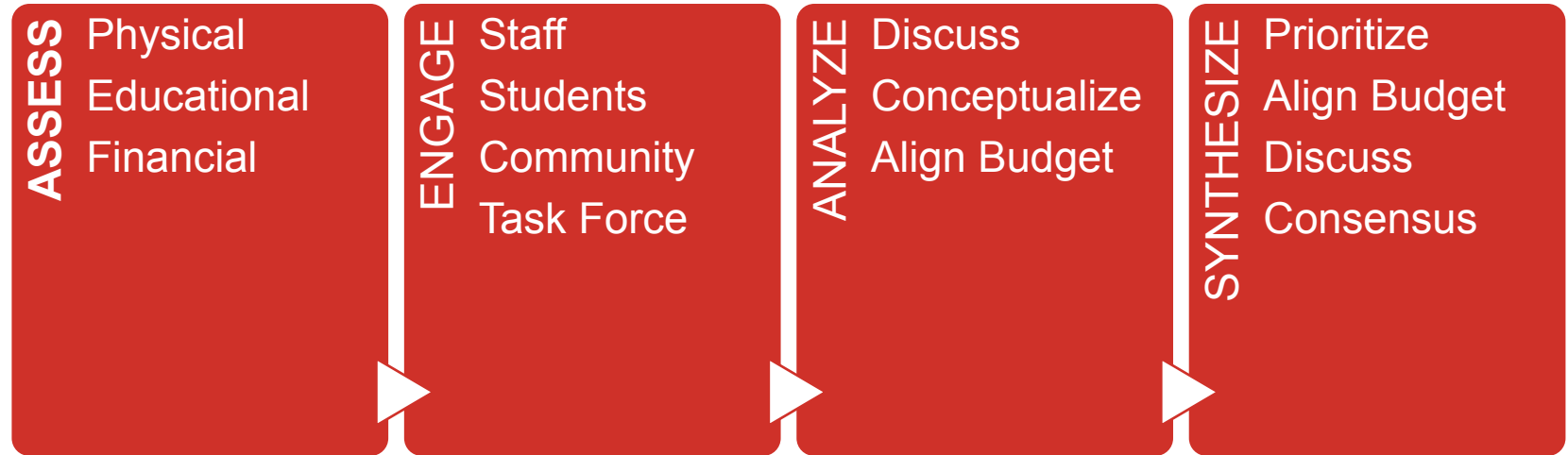
# Purpose & Vision

- Every Learner. Future Ready.
- Continually Assess Condition of Facilities, Enrollment, and Population
- Project Future Needs of Our Students, Our District, Our Community, and Economic Development

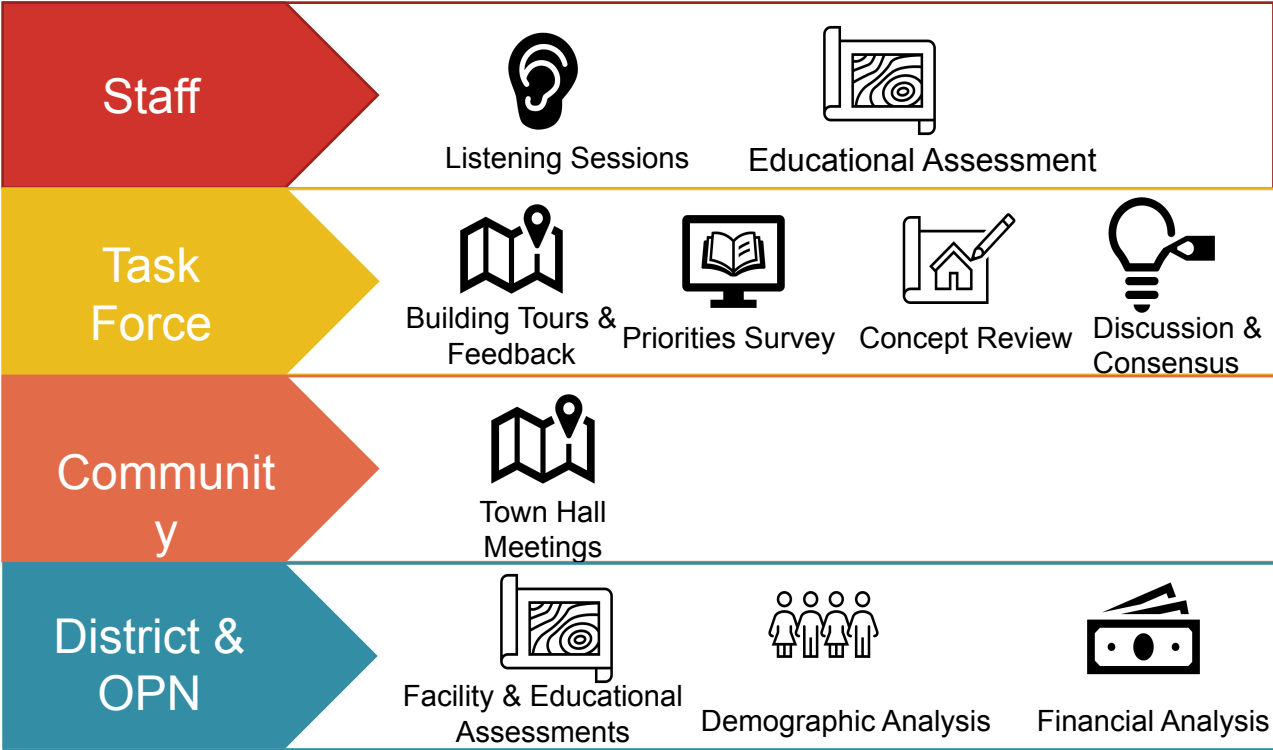
# The Work

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# Objectives -Secondary Schools Masterplan



# Data Points -Secondary Schools Masterplan



# Data Summary - Secondary Schools Masterplan



**FRANKLIN Middle School** 146,790 CSF 204001 SIZE 700 NSF AVG CLASSROOM

**Needs**

- New 400 meter running track
- New football/soccer field
- 3 new tennis courts
- Outdoor facilities storage space
- Accessible toilet and concession stand
- Additional parking spaces
- Provide accessible access to bus pick-up
- Lighting modification in parking lot
- Repair brick and terra cotta exterior
- 2 stair tower for required OPI distance
- New handrails at all stairs
- Full-height clearance at all doors
- Doors with glass and full per code
- Accessible entrance
- Accessible main entrance
- Provide cross corridor doors at multiple corners
- Replace windows
- Replace window treatments
- Fire suppression system
- Replace hand trucks
- Replace ductwork
- Replace fire extinguishers
- Provide heat in several unheated rooms including equipment
- Replace all lights and controls to LED
- Replace 2000 southbound and parallel
- Replace 13 network rooms and cabling
- Replace fire alarm to include voice alarm
- Replace theater lights and dimmers to LED
- Replace terrace lights to LED
- Add LED lights at track
- Kitchen code line hood required
- New cooking equipment: washing machines
- Install new washer/dryer equipment
- New dry and refrigerated storage
- Provide new service line
- Large cafeteria
- New accessible competition gym
- New boy's and girl's locker rooms
- Level access to building during after hour events
- Band, or brass, and choir rooms need higher ceilings
- Make gym rooms accessible, open
- Upgrade 4th floor boy's and girl's rest
- Grade level restrooms full throughout
- New rest in auditorium
- Flexible classroom spaces
- Additional collaboration rooms
- Direct access between office and counseling
- Access from nurse office to front office
- Showers in gymnasium
- Locker room
- Accessible courtyards and area in art room
- Accessible courtyards and area in science rooms
- Auditorium - new stage floor needed
- Replace carpet on all terrace flooring
- Repair wall damage, cracked/peeling plaster
- Provide additional egress from library

**Site**

**Educational Assessments**

Furnishings Windows  
Stage Collaboration Space  
Gym Restrooms HVAC Storage  
Casework Restroom Truck Locker Room  
Artwork Carpet ADA  
Ventilation Classroom Light System  
Finishes Track Program HVAC  
Building

Legend: ADMINISTRATION, GENERAL CLASSROOMS, SPECIALTY CLASSROOM, SPECIAL ED / EXTENDED, AUX / COMMONS, OTHER

**FRANKLIN Middle School**

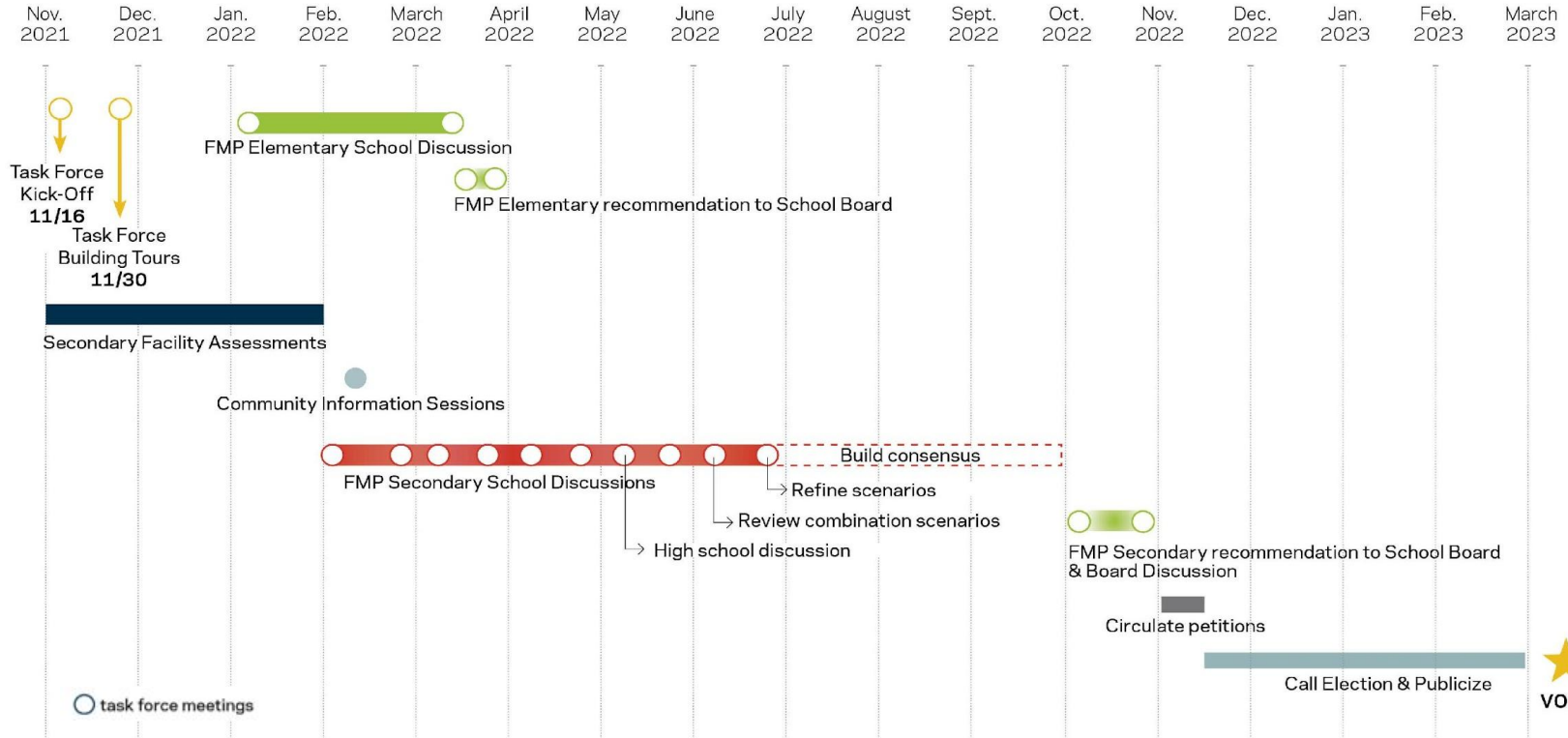
**Flooring**

**ADA / Code Deficiencies**

Legend: Fire Suppression, HVAC, Flooring, Safety and Security, Electrical, Technology

Legend: 25-20 yrs, 10-15 yrs, 5-10 yrs, 0-5 yrs

# Schedule -Secondary Schools Masterplan



# Opportunity and Access

- Our kids deserve the best to be prepared for their futures
- Community and City Engagement
- Economic Development
- Future Ready!

# Driving Factors

- Maintain current high school structure: 3 comprehensive and 1 alternative
- Reduce Middle School building inventory while considering High School Feeder System
- Equitable Facilities across the District
- District Aquatic Center
- Improvements to both Middle and High School Facilities



# Concepts on a 7-10 year timeline

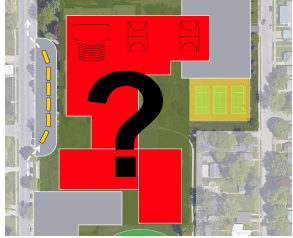
- Middle School Concept Ideas—Balance of Renovation and New
  - New MS Building at New Site on North Side - 1200 students
  - Wilson Site - Renovation/Addition/New Build? - 600 Students (sub group to guide a study)
  - Franklin MS Renovation - 600 students
  - Taft MS Renovation/Addition - 700-800 step 1; 1200 step 2
    - 2 step process: 1) interim—renovation on large areas and maintain RCCBA 2) complete rest of building with a new build for rest of building and repurpose RCCBA

# Concepts on a 7-10 year timeline

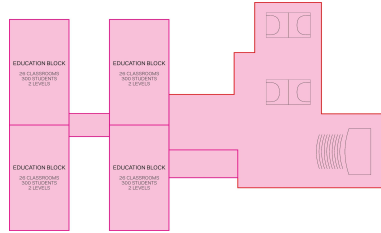
- New District Aquatic Center
- High School
  - HS Multi-Purpose Area Renovation (3 Buildings)
  - New Turf Practice Fields (3 Buildings)
  - Kennedy HS Cafeteria/Kitchen Renovation
  - Metro HS Gym Updates and Locker Room Addition

# Concepts

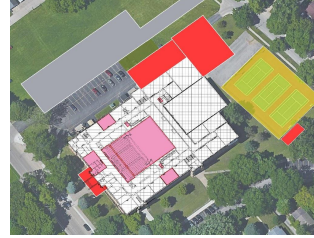
## MIDDLE SCHOOL



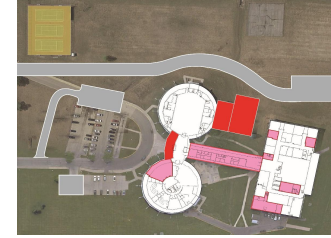
Wilson Site – 600 students



New Building @ New Site  
- 1200 students

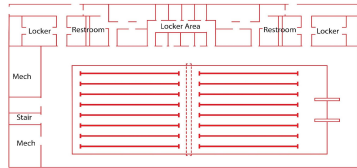


Franklin  
Renovation



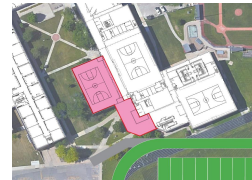
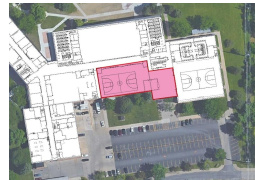
Taft Renovation -  
Interim

## DISTRICT



New Aquatic  
Center

## HIGH SCHOOL



Activity Area Renovation – 3  
locations

- New Turf fields - 3 locations
- Kennedy cafeteria/kitchen renovation
- Metro gym updates and locker addition

# Repurposing Buildings and Directing Feeders

- Middle Schools
  - Franklin/Wilson **Concepts**–WHS Feeders
    - Repurpose McKinley–one idea – keep in inventory for secondary community magnet school
  - Taft/RCCBA **Concepts**–JHS Feeders
    - RCCBA/Roosevelt – maintain until part 2 of Taft concept completed; repurpose with community
  - New Building on North Side on New Site **Concept**–KHS Feeder
    - Repurpose Harding with community

# Finance - Costs

## Construction Costs

Land Acquisition - New Site	\$2,250,000
Renovation/Addition or New Building (600 Student) @ Wilson Site	\$60,825,000
New Building (1200 Student) @ New Site	\$88,875,000
Franklin Renovation (600 Student)	\$30,000,000
Taft Renovation (Step 1)	\$16,600,000
MS Track & Field (5 Locations)	\$4,375,000
HS Activity Areas (3 Locations)	\$3,258,489
HS New Turf Field (3 Locations)	\$7,988,600
Kennedy Cafeteria/Kitchen Renovation	\$2,370,410
Metro Gym Updates	\$779,100
New Aquatic Center	\$19,350,000
Market Contingency - 10%	\$23,667,159
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>	<b>\$260,338,759</b>

## Other Costs

20% Allowance (FFE, Permits, Design Fees, City Requirements, etc)	\$52,067,752
<b>TOTAL PROJECT COST</b>	<b>\$312,406,511</b>

# Finance - Tax Implications

## TAX IMPACT (Using 1/1/21 Valuations & Rollback Percentages)

### Cedar Rapids Community School District, Iowa

### \$312M - stretch sales out to keep to \$2.70 tax rate

	<u>Amount (\$)</u>	<u>per \$1000</u>
Current Debt Levy		0.00
Estimated New Debt Levy		2.70
Estimated Increase:	0	2.70

1/1/2021 Assessed Value	1/1/2021 Rollback Percentage	1/1/2021 Taxable Value	Less: Est. Homestead Credit (1)/(2)	Net Taxable Value	Estimated Tax Rate Increase per \$1,000	Annual Additional Tax	Monthly Additional Tax
<b>Residential Property</b>							
100,000	x 54.1302%	= 54,130	- 4,850	= 49,280	x 2.70	= 133.06	11.09
125,000	x 54.1302%	= 67,663	- 4,850	= 62,813	x 2.70	= 169.59	14.13
150,000	x 54.1302%	= 81,195	- 4,850	= 76,345	x 2.70	= 206.13	17.18
175,000	x 54.1302%	= 94,728	- 4,850	= 89,878	x 2.70	= 242.67	20.22
200,000	x 54.1302%	= 108,260	- 4,850	= 103,410	x 2.70	= 279.21	23.27
250,000	x 54.1302%	= 135,326	- 4,850	= 130,476	x 2.70	= 352.28	29.36
300,000	x 54.1302%	= 162,391	- 4,850	= 157,541	x 2.70	= 425.36	35.45
350,000	x 54.1302%	= 189,456	- 4,850	= 184,606	x 2.70	= 498.44	41.54
400,000	x 54.1302%	= 216,521	- 4,850	= 211,671	x 2.70	= 571.51	47.63
450,000	x 54.1302%	= 243,586	- 4,850	= 238,736	x 2.70	= 644.59	53.72

# Future Timeline

- September - Community Open Houses & Staff Presentations
- October 13th - Reconvene FMP Committee
- October 24th - BOE Work Session
- November - Circulate Petitions
- December - Call Election & Publicize
- January through February - Continue to Communicate & Publicize Plan
- **March 7th - Vote!**

# Feedback and Questions





## SCHOOL BOARD CALENDAR

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

### 2022- AUGUST

Monday	Aug 22	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Tuesday	Aug 23		First Day of Classes Early Dismissal	CRCSD

### 2022- SEPTEMBER

Monday	Sep 12	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Sep 26	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW

### 2022- OCTOBER

Monday	Oct 10	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Oct 24	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW

### 2022- November

Tuesday	Nov 2		Election Day	
Monday	Nov 14	5:30 pm	Board Annual & Organizational Meetings	ELSC, Board Room 2500 Edgewood Rd NW
Thurs/Fri	Nov 24/25		Holiday Observance	Offices Closed

### 2022- December

Monday	Dec 12	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Fri/Mon	Dec 23/26		Holiday Observances	Offices Closed
Fri/Mon	Dec 30/Jan 2		Holiday Observances	Offices Closed

**ADJOURNMENT** – President David Tominsky

**Board Meeting: Monday, August 22, 2022**